

UTAH COUNTY
PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
(801) 851-8600

REQUEST FOR PROPOSAL

for

**FACILITY MASTER PLANNING,
PROGRAMMING, AND DESIGN SERVICES**

RFP # 2017-4

CLOSING DATE
FOR RECEIPT OF PROPOSALS: Wednesday, March 8, 2017

TIME: 3:00 p.m. (Mountain Time)

PLACE: Office of the Utah County Purchasing Agent
100 East Center Street
Room 3600
Provo, Utah 84606

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1. REQUEST FOR PROPOSALS

1.1 INTENT

Through this Request for Proposals (RFP), Utah County is seeking proposals from architectural firms (Architect) to demonstrate qualifications, experience, and proposed approach for master planning, programming, architectural design, and construction management services for a proposed mixed-use campus on property owned by Utah County in Spanish Fork, Utah.

Responses to this RFP should include details about qualifications, related experience, and project deliverables as described herein. Utah County intends to compare and evaluate all qualifying submittals and select the most qualified Architect based on proposal content and the Proposer's responsiveness to the proposal.

This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services.

If an Architect is selected pursuant to this RFP, an agreement will be executed, a sample copy of which is included herein as Attachment C.

1.2 PROCEDURE

- A. The procedure for response to this RFP, evaluation of proposals, and selection of an Architect is as follows:
 - 1. Interested entities will prepare and submit their proposals prior to the specified Closing Date for Receipt of Proposals.
 - 2. Utah County and/or its representatives will evaluate all submitted proposals as described herein.
 - 3. The selected Architect will enter into contract negotiations with the County.

1.3 QUESTIONS AND CLARIFICATIONS

All questions regarding this RFP must be submitted through the BidSync web site. The deadline for submission of questions is specified on the BidSync web site.

1.4 PROPOSAL SUBMISSION

- A. Each respondent must submit SIX (6) COPIES of its SEALED proposal to the Utah County Purchasing Manager. The envelope containing the proposal must be clearly labeled "SEALED PROPOSAL - FACILITY MASTER PLANNING AND PROGRAMMING SERVICES RFP # 2017-4". The proposal must be delivered to

Utah County Purchasing Manager
100 East Center, Room 3600
Provo, Utah 84606

- B. LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

1.5 PROPOSAL ORGANIZATION

- A. The proposal must include:
1. Proposer's Statement of Qualifications
 - a. Each Proposer shall provide a statement of qualifications. This shall be a short document that indicates the experience and qualifications of the Proposer and key personnel that will be performing the specified services. It should include resumes of the key personnel, copies of applicable licenses and certifications of the key personnel.
 2. Proposer's Project Experience
 - a. Each Proposer shall provide information about similar projects that have been completed by the Proposer and the key personnel. Information about similar projects should include the dates, project size, firm worked for at the time, and what the responsibility of the individual was on the project.
 3. Work Plan
 - a. Each Proposer shall describe the methodology and process proposed to be used to complete the scope of work defined herein. This should address the proposed schedule for the Proposer's work; identify proposed strategies to be used to control costs and minimize other risks; describe deliverables; and identify advantages of the proposal to Utah County.
 3. Architect's Fee Proposal (Exhibit B)
 - a. This form, and all associated documentation required as part of this form, shall be included in a SEPARATE SEALED ENVELOPE.
 - c. Each Proposer shall include a document detailing the complete cost of the work as specified herein.
 - c. Each Proposer shall also attach a complete Fee Schedule listing hourly rates, unit costs, etc., for all services provided by the Proposer which may be applicable to this project.
 - d. The fee proposal will be used as a starting point to negotiate a final contract price with the #1 ranked Architect.
 4. Completed Proposal Information Form (Attachment A).
 5. Completed Certificate of Non-Collusion (Attachment B).
 6. A copy of the Proposer's current local business license.
 7. Proof of required insurance.
 8. Termination or Debarment Certification
 - a. Each Proposer must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Proposer must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Proposer cannot certify these two statements, the Proposer shall submit a written explanation of the circumstances for review by Utah County.

1.6 INTERVIEWS

- A. As part of the proposal evaluation process, selected Proposers will be invited to interviews with the Selection Committee. Interviews will be conducted with all Proposers who have met all of the requirements specified herein, except that if more than four Proposers are eligible for interviews, Utah County may convene the Selection Committee to develop a short list of Proposers to be invited to interviews. This evaluation will be made using the selection criteria noted herein.

- B. The purpose of the interview is to allow the Proposer to present its qualifications, past experience, and work plan for accomplishing the project. It will also provide an opportunity for the selection committee to seek clarifications from the Proposer.
- C. The proposed primary project management personnel, including the Proposer's project manager, should be in attendance. The Proposer's project manager is the firm's representative who has overall job authority for the Proposer, will be in attendance at all job meetings, and is authorized by the Proposer to negotiate and sign any and all change orders. The attendance of subconsultants is at the discretion of the Proposer.
- D. The method of presentation is at the discretion of the Proposer. The interviews will be held at the date, time, and place specified by Utah County.

1.7 VALUE BASED SELECTION

- A. All proposals will be evaluated by authorized representatives of Utah County (the Selection Committee). The following criteria will be used by the Selection Committee in creating a score for each of the proposals. Each member of the Selection Committee will then ordinarily rank all proposals from highest to lowest evaluation score, and the Selection Committee will compile the rankings of all member of the Selection Committee. If any proposal receives a majority of first place votes, that proposal will represent the best value for the County and will be recommended for contract negotiations. If not, the proposal that received the lowest average ranking will be removed from selection and the rankings will be recast. That process will be repeated until one proposal receives a majority of votes as the #1 ranking proposal. The final #1 ranking proposal will represent the best value for the County and will be recommended for contract negotiations.
- B. The Selection Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Weights have been assigned to each of the criteria in the form of points. Total points possible = 100.
 - 1. Work Plan: 40 Points

The Selection Committee will evaluate how each Proposer (the firm, the team, and the project lead) plans to approach the Project. Some factors might include:

 - The Proposer's plan to provide the needed programming services.
 - The Proposer's proposed deliverables.
 - The Proposer's scope control plan.
 - The Proposer's budget control plan.
 - The Proposer's quality control plan.
 - How the Proposer will identify and communicate with the Stakeholders (Owner, User and Contractor).
 - How the Proposer plans to use any unique tools or techniques that will benefit the project.
 - The Proposer's demonstrated creativity that can be translated positively to this project.
 - The degree to which risks to the success of the project have been identified and a reasonable solution has been presented.
 - How well the Proposer could interact and work with the County throughout the project.
 - 2. Technical Experience and Expertise: 30 Points

The Selection Committee will evaluate the expertise and experience of the firm, the team, and the project lead as it relates to this project in terms of type scope, size, complexity, quality, duration, etc. Some factors might include:

 - Experience on past similar projects.

- Experience with Utah County on past projects.
 - Client satisfaction based on reference checks.
3. Schedule: 20 Points
The Selection Committee will evaluate the Proposer's schedule for the project and how well it meets the objectives of the County. Some factors might include:
- The project schedule and if the Proposer's start and stop dates of major work items are realistic
 - Critical subconsultants and if they have reviewed and agree to the schedule.
 - The Proposer's methodology for tracking, managing and projecting progress of the work and the ability to prepare documentation that will satisfy all approvals without delay.
4. Overall Proposal Suitability: 10 points
The Selection Committee will evaluate whether each proposal was presented in a clear and organized manner and met the scope of work contemplated herein. Some factors might include:
- The Proposer's quality of written and oral presentations.
 - The Proposer's understanding of the project objectives and work tasks.
 - The Proposer's overall suitability for the project.

1.8 NEGOTIATION

The Architect's Fee Proposal from the #1 ranked Proposer will be opened and examined. Utah County will then enter contract negotiations with said Proposer. Should Utah County be unable to agree to a satisfactory fee and Agreement with the #1 ranked Proposer at a price that Utah County, in its sole discretion, determines to be fair and reasonable, discussions with that Proposer shall be formally terminated. Negotiations will then be undertaken with the next-highest-ranked Proposer. This process will be repeated until an agreement is reached or Utah County determines that it is in its best interest to initiate a new selection process.

1.9 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded Proposer.
- B. It is vitally important that any person who signs a proposal or agreement on behalf of a respondent certifies that he or she has the authority to so act. The Proposer who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.
- C. Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this RFP.
- D. By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if executed,

and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

1.10 ACCEPTANCE OF PROPOSAL

- A. Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

1.11 DISPOSITION OF PROPOSALS

- A. All proposals (and the information contained therein) shall become the property of Utah County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.
- B. The County reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.
- C. The proposal may be withdrawn upon request by the proposer, without prejudice, prior to, but not after, the time fixed to receive proposals.

1.12 DISQUALIFICATION OF PROPOSAL

The occurrence of any of the following may result in disqualification of a proposal:

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the RFP.
- C. Use of any type of form or format other than those indicated in the RFP.
- D. Failure to provide requested documentation at the time of proposal submission.
- E. Illegible responses.
- F. If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the Proposer is unable to evidence a satisfactory record of integrity.
- H. If the Proposer is not qualified legally to contract.
- I. If the proposal at the opening does not contain a signed proposal, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all proposals.

1.13 INTERPRETATION OF RFP

The invalidity of any portion of this RFP shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this RFP are for convenience only and do not constitute a part of the provisions hereof.

1.14 PROPRIETARY INFORMATION

The ARCHITECT shall mark proprietary information contained in the proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

1.15 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all proposals must be submitted in the proposal format outlined herein.
- C. All prospective Proposers must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Proposal Information Form.
- D. Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

EXHIBIT A
SPECIFICATIONS

A.1 SCOPE OF WORK

- A. The Architect shall provide master planning, programming, architectural design, and construction management services for a proposed mixed-use campus on property owned by Utah County in Spanish Fork, Utah.
1. The campus shall include the following facilities:
 - a. Public Works, including all elements that are currently located on the Public Works campus located at 2855 South State, Provo, and the Community Development Division currently housed in the Utah County Historic Courthouse located at 51 South University Avenue, Provo.
 - b. Records Storage Facility, currently housed in part of the building located at 256 West 3200 North, Spanish Fork.
 2. The campus may include other functions as identified by Architect and County as part of the County-Wide Facility Needs Assessment.
 - a. The analysis shall examine the current, 10-year, and 20-year projected facility needs of identified County departments, accounting for at least the following elements:
 1. Space needs of identified departments.
 2. Location needs of identified departments.
 3. The time frame within which identified needs should be met.
 - b. Based on this Assessment, Architect shall provide a written recommendation for each identified department outlining a plan to do one of the following:
 1. Leave the department's space as-is.
 2. Remodel the department's space in-place.
 3. Move an adjacent function and expand the department's space into that space.
 4. Incorporate the department's space in a different existing facility.
 5. Construct new space for the department in the planned new facility.
 3. Utah County anticipates that a full complement of professional services shall be provided by the firm selected for this project. These services shall include, but not necessarily be limited to:
 - a. Project scoping.
 - b. Master planning services.
 - c. Programming services.
 - d. Preparation of a cost estimate for the recommended Program.
 - e. Schematic design services.
 - f. Preparation of a Schematic Design cost estimate.
 - g. Final design services.
 - h. Preparation of plans and specifications to be used in construction bidding.
 - i. Preparation of a Construction Design cost estimate.
 - j. Assistance with construction bidding.
 - k. Construction management.
 - l. FF&E planning and design services, including Individual space diagrams showing FF&E.
 - m. Preparation of an FF&E cost estimate,
 - n. Assistance with FF&E procurement.

A.2 PROJECT SCHEDULE

- A. Funding availability:
 - 1. Design funding is available in 2017.
 - 2. Construction is anticipated to begin in 2017.
 - 3. Construction is anticipated to be completed in early 2019
- B. Architect shall produce, maintain, and provide to County a master schedule for the project which shall identify all elements of the work.

A.3 CONSTRUCTION METHOD

It is anticipated that the construction delivery method will be CM/GC. The Architect shall identify to County the point at which the CM/GC selection would be most beneficial to the project. Architect shall assist County with the CM/GC selection and contracting process.

A.4 MISCELANEOUS REQUIREMENTS

- A. The Architect shall be a local (Utah) firm, and Architects consultant team members shall be from in-house resources or Utah-based firms.
- B. The Architect shall have a dedicated, in-house programming expert that shall be responsible for all Programming services.
- C. The County shall procure all required geotechnical investigations. Architect shall recommend to County the timing, location, and nature of required geotechnical investigations. The results of said investigations shall be appropriately accounted for in Architects work.
- D. Architect shall, as part of Architects design services, procure an ALTA survey of property proposed for construction.
- E. Architect shall, as part of Architects design services, procure the necessary water flow analyses.
- F. All design work shall be completed in conformance with applicable local, state and federal ordinances and requirements. The project must be designed using energy-efficient and minimum-maintenance materials and equipment, however LEED Certification is not a requirement.
- G. The design shall promote compatibility with the existing buildings in the area. Site utilization for the area must be considered in all plans for the site.
- H. The Architect shall provide all legal support for their work and comply with all laws.
- I. The Architect shall comply with and require its subconsultants to comply with the license laws of the State of Utah.
- J. Architect's personnel that need to access certain areas of existing County facilities, or personnel that need to access certain documentation or other information, may, in the County's sole discretion, be required to successfully pass a security background investigation (such as BCI).
- K. The Architect shall assist the County in applying for and obtaining any necessary building permits or other permits from city, county, or state agencies required for proper execution and completion of the work and which are customarily secured after execution of the Agreement with Architect. County shall pay the required fees for said permits.

A.5 ANALYSES AND DESIGN

Architect's master planning, facility needs assessments, programming, design and other work, and resulting products delivered to County, shall include, but not be limited to, the following:

- A. Site Information
 - 1. Survey of existing site conditions
 - 2. Surrounding facility analysis
 - 3. Demolition requirements
 - 4. Fire and emergency apparatus access
 - 5. Pedestrian circulation patterns
 - 6. Vehicular circulation patterns

7. Parking requirements
8. Dock and service access
9. ADA access
10. Landscape considerations
11. Site storm water compliance
12. Utility impact and connection fee analysis
13. Existing utility location
 - a. Water
 - b. Irrigation systems
 - c. Fire – water flow analysis
 - d. Sewer
 - e. Power capacity
 - f. Data and voice
 - g. Storm drainage systems

B. Facility Information

1. Function and use of space
2. Space layout requirements
3. Furniture required
4. Fixtures required
5. Equipment required-fixed
6. Equipment required-not fixed
7. Power required
8. Alternative energy sources (e.g. solar, wind, ground loop heat exchange, etc.)
9. Lighting level
10. Use of natural light (e.g. windows, skylights, etc.)
11. Hours of operation
12. Number of occupants – actual
13. Number of occupants - code
14. Ceiling height
15. Floor finishes
16. Ceiling finishes
17. Wall finishes
18. Special finishes
19. Acoustical requirements
20. AV system requirements
21. Items that will be provided by owner (NIC)
22. Occupancy group (building code)
23. Code considerations
24. Space affinity diagram
25. Space stacking diagram
26. Interior circulation patterns
27. Massing study/relationships to surrounding buildings/designs
 - a. Glass systems

- b. Skin considerations
 - c. Roof systems
 - d. Waterproofing systems
 - e. Entry ways
 - f. Solar gain patterns
 - g. Prevailing winds
 - h. Historic weather patterns
 - i. Service access systems
 - j. Texture, color and materials
 - k. Historical considerations
 - l. Master plan considerations
 - m. Special design considerations
28. Engineering systems
- a. Electrical power requirements
 - b. Electrical lighting requirements-interior
 - c. Electrical lighting requirements-exterior
 - d. Structural requirements
 - e. Mechanical requirements
 - f. Plumbing requirements
 - g. Civil requirements
 - h. AV requirements
 - i. Special energy requirements
 - j. Commissioning considerations/requirements
 - k. Acoustical engineering requirements
 - l. Security requirements
 - m. Telecommunication requirements
 - n. Special engineering consideration/requirements

EXHIBIT B

ARCHITECT'S FEE PROPOSAL

This form, and all associated documentation required as part of this form,
shall be included in a SEPARATE SEALED ENVELOPE.

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

B.1 PROPOSED FEE

Each Proposer shall include a document detailing their proposed fee for the complete cost of the work as specified herein.

B.2 COMPLETE FEE SCHEDULE

Each Proposer shall also attach a complete Fee Schedule listing hourly rates, unit costs, etc., for all services provided by the Proposer which may be applicable to this project.

B.3 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Request for Building Master Plan. I further certify that the information submitted by me/my company in response to this RFP, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all proposals, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

Signature

Name (please print)

Title

Date

ATTACHMENT A

PROPOSAL INFORMATION FORM

In order to receive consideration, submitted proposals must contain responses to all questions.
Failure to respond to all questions may result in disqualification of the proposal.

COMPANY NAME & ADDRESS: _____

Is this an Office: _____, Home: _____, Shop: _____, Other: _____
Telephone Number: (____) _____, Emergency Number: (____) _____.
Answering Machine: (____) _____, Fax Number: (____) _____.
Email Address: _____

COMPANY OWNER: _____
COMPANY PRESIDENT: _____
CONTACT PERSON: _____ Phone: _____

Type of Company (Partnership, Corporation, Venture etc.): _____

If a Corporation, in what State Incorporated: _____
Business License Number: _____
State of Utah Architect License Number: _____
Federal Tax Identification Number: _____
D&B D-U-N-S Number: _____
How long has this company been in business: _____ Years, and _____ Months.

Officers authorized to execute contracts: _____

What would happen to your company in the event of the owner's absence or death?

Brief History of the Company: _____

Are there any judgments, suits or claims pending against your company? If Yes, attach a written explanation. **YES NO**

Has your company operated under any other name (s)? If Yes, attach a written explanation. **YES NO**

PROPOSAL INFORMATION FORM Page 2

Has your firm failed to complete a contract within the last five years?
If "yes" attach explanation. **YES NO**

Has your firm or any partner or officers ever been involved in any
bankruptcy action? If "yes" attach explanation. **YES NO**

Has your firm ever been listed on the Excluded Parties List System? **YES NO**

Are any of your firm's owners, officers, employees, or agents also
employees of Utah County or related to any employees of Utah County
If "yes" attach explanation. **YES NO**

FINANCIAL REFERENCES

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

CLIENT REFERENCES

1. Name: _____, Contact: _____
Address: _____, Phone: _____

2. Name: _____, Contact: _____
Address: _____, Phone: _____

3. Name: _____, Contact: _____
Address: _____, Phone: _____

4. Name: _____, Contact: _____
Address: _____, Phone: _____

ATTACHMENT C
SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and _____, hereinafter referred to as **ARCHITECT**.

WITNESSETH:

WHEREAS, COUNTY desires to obtain the services of ARCHITECT for planning, programming, architectural design, and construction management of a proposed mixed-use campus to be located on property owned by COUNTY in Spanish Fork, Utah, hereinafter referred to as the “PROJECT”, and further to obtain such materials and services in accordance with Utah State Law; and

WHEREAS, ARCHITECT is willing to provide such materials and services to COUNTY in consideration of receiving such fees as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. PROJECT

- A. ARCHITECT agrees to perform the professional services as detailed in Section 3 of this agreement and as set forth in Exhibit A which is attached hereto and incorporated herein by this reference.
- B. In exchange for the services referred to in Section 1A, COUNTY agrees to pay ARCHITECT a total sum not to exceed \$_____ as set forth in Exhibit B. Said sum may be amended as set forth herein and is exclusive of any amount approved pursuant to Section 3.F hereof. If the PROJECT is canceled or not completed, in whole or in part, ARCHITECT shall be paid the fee for professional services provided on the canceled or uncompleted portion of the PROJECT in accordance with Section 5, through and including the phase completed, plus such additional sums as set forth hereafter in this paragraph. Payment for a phase partially completed prior to cancellation or termination shall be compensated to ARCHITECT at the rates stated in Exhibit B. In no event will the payment made for partial phase completion exceed the agreed upon fee for completion of a phase. ARCHITECT will proceed with Phase Nos. 5, 6 and 7 as set forth in Section 3.B only upon COUNTY'S written request to proceed.

2. DUTIES OF COUNTY

The duties of COUNTY shall be as follows:

- A. To give prompt consideration to all sketches, estimates, working drawings, specifications, proposals and other documents presented by ARCHITECT and to inform ARCHITECT of decisions, in writing, within a reasonable time.
- B. To, in accordance with COUNTY procurement rules and regulations, advertise for bids for construction of the PROJECT and to open bids at the appointed time and place, paying all costs incidental thereto.

3. DUTIES OF ARCHITECT

The services of ARCHITECT shall be performed accurately and timely in accordance with the applicable professional standard of care. Any necessary changes to ARCHITECT's professional services due to inaccuracy or error by ARCHITECT shall be the responsibility of ARCHITECT. ARCHITECT agrees to perform all necessary professional services for completion of the PROJECT as hereinafter set forth.

A. PROJECT

The purpose of this contract is for ARCHITECT to prepare designs, drawings, and specifications for the PROJECT and to assist COUNTY in the construction of the PROJECT as provided in this Agreement.

B. ARCHITECT'S SERVICES

- 1. Programming and Concept Design Phase. ARCHITECT shall complete the following for the Programming and Concept Design Phase:
 - a. Consult with COUNTY and building tenant representatives to determine space requirements, design parameters, the use of energy-efficient and minimum-maintenance materials and equipment, utilize innovative and economical design solutions, design the PROJECT to promote compatibility with the existing buildings in the area, consider site utilization for the area in all plans for the site, other related needs, all requirements for the PROJECT necessary to meet the requirements of zoning and other standards for the project, all requirements of the PROJECT and the proposed site including but not limited to compliance with all applicable state, local and federal laws, rules, ordinances and regulations, alternative approaches to design and construct the PROJECT, complete all programming for the PROJECT, and acknowledge such requirements and programming in writing to COUNTY for written approval of COUNTY. All approvals necessary to Programming and Concept Design shall be given by COUNTY.

2. Schematic Design Phase. ARCHITECT shall complete the following for the Schematic Design Phase:
 - a. Pursuant to the written approval received in accordance with Section 3.B.1.a, prepare schematic design drawings and site studies leading to a recommended solution of said requirements and programming, together with a general description of the PROJECT, and a preliminary estimate of construction costs for written approval by COUNTY.
 - b. With the assistance of COUNTY, prepare and file all required documents to obtain necessary approvals of all governmental authorities having jurisdiction over the PROJECT.
3. Design Development Phase. ARCHITECT shall complete the following for the Design Development Phase:
 - a. Prepare design development documents, including plans, elevations and other necessary drawings and outline specifications, based upon the approved schematic design drawings, illustrating the size and character of the entire PROJECT as to architectural, structural, mechanical, electrical systems, civil engineering, landscape architecture, interior design excluding FF&E, materials, and such other elements as may be appropriate.
4. Construction Document Phase. ARCHITECT shall complete the following for the Construction Document Phase:
 - a. Prepare, based upon the approved design development documents, working drawings and specifications, setting forth in detail and prescribing the work to be done including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical, civil engineering, landscape architecture, interior design excluding FF&E and site work. Also, prepare with the assistance of COUNTY the necessary bidding documents and general and special conditions of the construction contract.
 - b. Prepare detailed statements of probable construction cost preparatory to the bidding process, said statement to be prepared at ARCHITECT's expense by an independent construction cost estimating consultant approved in advance by COUNTY. In providing opinions of probable construction cost, COUNTY understands that neither ARCHITECT nor the independent cost consultant has control over the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided under this agreement are to be made

on the basis of ARCHITECT's and the consultant's qualifications and experience. ARCHITECT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

5. Award or Abandonment of Construction Contract Phase:

ARCHITECT, following COUNTY'S approval of the Construction Documents and the statement of probable construction costs, shall provide COUNTY with a PDF file and the number of hard copy sets as determined by County, hard copy sets as a reimbursable expense, and all necessary electronic sets of Construction Documents for distribution to potential bidders, and shall assist COUNTY in conducting pre-bid conferences, evaluating the bidders' proposals, and preparing the contracts for construction.

6. Construction Phase:

ARCHITECT shall assist COUNTY in administering the construction contract so that the completed work will comply with the contract documents. Neither ARCHITECT nor COUNTY assumes responsibility for construction means, methods, techniques, sequences or procedures, or for safety procedures, precautions and programs employed by the contractor, subcontractor, their employees, or any material suppliers.

ARCHITECT does not guarantee the contractor's performance or commitments to COUNTY. ARCHITECT's duties during construction shall include the following:

- a. ARCHITECT shall at all reasonable times be available to make such interpretations of the contract documents as are necessary to facilitate completion of the PROJECT.
- b. ARCHITECT shall make sufficient periodic visits to the site to familiarize himself with the progress and quality of the work to determine if the work is proceeding in accordance with the contract documents. On the basis of his on-site observations he shall endeavor to guard COUNTY against, and notify County in writing of, defects and deficiencies in the work of the contractor.
- c. To furnish to COUNTY, at intervals agreed to in advance, written reports relative to the progress of the work observed during his periodic visits to the site in a form acceptable to COUNTY.
- d. To appraise and approve certificates of payment and maintain necessary records pertaining thereto for work performed.
- e. To review all contractor specified submittals and shop drawings for compliance with design concepts.
- f. To review and make recommendations on all proposals for substitutions.
- g. To prepare and recommend change orders for COUNTY's approval during the course

of construction.

- h. To confirm date of substantial completion, review written guarantees and maintenance manuals required of the contractors for completeness, and issue the Certificate of Substantial Completion and Final Certificate of Payment and prepare final record drawings for the PROJECT based on contractor's red lined drawings. ARCHITECT shall be entitled to rely upon Contractor's red-lined drawings and has no affirmative duty to verify the reliability, accuracy or completeness of said red-lined drawings.
- i. It is understood and agreed that ARCHITECT's services under this contract shall in no way abrogate the control of construction which COUNTY and its representatives have by reason of ownership, and shall not create for ARCHITECT any independent duties, liabilities, agreements, or rights to or with the contractor, subcontractor, their employees, or any third persons.

7. Furniture Fixtures and Equipment:

ARCHITECT shall assist COUNTY with selection and procurement of Furniture, Fixtures, and Equipment (FF&E).

8. Commissioning:

Upon written direction from COUNTY pursuant to Sections 3.F.1.a and 3.F.1.f, ARCHITECT shall employ a consultant to manage, verify, and document the commissioning and start-up of all building components and systems.

C. OTHER DUTIES AND RIGHTS

- 1. All work shall be performed in full compliance with applicable local, state, and federal ordinances, laws, statutes, policies, rules and regulations; except that with respect to the Americans with Disabilities Act, ARCHITECT's responsibility shall be solely to comply with applicable design codes enacted for the purpose of achieving compliance with such act.
- 2. ARCHITECT shall indemnify, save and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) ARCHITECT's, its subcontractors, agents or employees wrongful or negligent performance of this agreement or their provision of any services required herein to be performed by ARCHITECT or its subcontractors, agents or employees, and (b) any wrongful or negligent act or omission of ARCHITECT, or its subcontractors, agents or employees. ARCHITECT shall assume

sole liability for any injuries or damages caused to a third party as a result of ARCHITECT's, its subcontractors, agents or employees wrongful or negligent fulfillment of this agreement.

3. COUNTY or its authorized representatives shall have the right to enter the premises of ARCHITECT, or such other places where services under this Agreement are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to this Agreement. Upon reasonable prior notice, ARCHITECT shall provide reasonable access to all facilities, financial records and assistance to COUNTY or its authorized representatives.
4. All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.
5. The ARCHITECT shall be responsible to provide all of ARCHITECT's legal support for the project including but not limited to the preparation of contracts with ARCHITECT's subcontractors. All contracts shall be interpreted pursuant to the laws of the State of Utah.

D. LICENSED CONSULTANTS

ARCHITECT agrees not to use sales or agent engineers as consultants for any design services, but shall use licensed consultants as approved by COUNTY. Said consultants are not to benefit financially either directly or indirectly from the sales or use of any product used on or in the PROJECT.

E. DEDUCTIONS

No deductions shall be made from ARCHITECT's fee on account of penalty, liquidated damages or other sums withheld from payment to contractor.

F. ADDITIONAL SERVICES BY ARCHITECT

1. If any of the following services not covered in Sections 3.B or 3.C are authorized in advance, in writing, by formal action of COUNTY, they shall be paid for by COUNTY on a fee basis agreed upon prior to approval.
 - a. Providing studies or services beyond the scope of this contract.
 - b. Reimbursable expenses at ARCHITECT cost plus 10% for transportation, authorized out of town travel and subsistence, telephone long distance, dedicated data and communication services, teleconference services, project web sites and extranets,

fees required by governmental agencies, printing, reproductions, plots, postage, handling and delivery, authorized overtime, renderings, mockups, models, professional photography and presentation materials requested by COUNTY, additional insurance coverage or limits requested by COUNTY in excess of insurance normally carried by ARCHITECT, and taxes on professional services and reimbursable expenses if applicable to services performed for a tax exempt entity.

- c. Revision of previously approved drawings where such revisions are made necessary by significant program changes or changes in the scope of the work ordered. Revisions relating to final checking of plans or related to reviews for approval or schematic or preliminary approvals shall not be considered as additional services.
- d. Providing architectural services relating to repairs or replacement due to damage by fire or other cause beyond the control of ARCHITECT during construction.
- e. Providing services after final acceptance, except where such services relate to latent deficiencies or errors in the plans or specifications or ARCHITECT's performance.
- f. Special consulting services and corresponding additional costs, other than normal architectural, structural, mechanical, civil and electrical engineering service, landscape architecture, interior design, and FF&E. This provision shall not be construed to preclude ARCHITECT from utilizing the services of other architects, as he deems advisable, at his own expense.
- g. Providing professional services made necessary by default of a contractor or for major defects in the work of a contractor when ARCHITECT was not negligent.

G. BACK CHARGES

ARCHITECT shall be responsible for the reasonable additional construction charges and costs resulting from errors, omissions, or defects due to ARCHITECT's negligence, omission or failure to properly perform.

4. TIME FOR COMPLETION

ARCHITECT agrees to complete and deliver to COUNTY or its designees the Programming and Concept Design deliverables upon the completion thereof, the Schematic Design Phase deliverables within 30 calendar days after completion and approval of the Programming and Concept Design Phase, and the Design Development Phase deliverables within 30 calendar days after completion and approval of the Schematic Design Phase. ARCHITECT further agrees to complete and deliver all working drawings and specifications provided for in the Construction Document Phase within 60 calendar days after the completion and approval of the Design Development Phase. Extensions of "time for completion" shall be allowed for any delays in the

progress of work caused by any act or negligence of COUNTY or its employees or by other contractors employed by COUNTY, or delay due to an act of government, or by any delay in the furnishing of plans necessary for information by COUNTY, or by any other cause which in the opinion of COUNTY entitles ARCHITECT to an extension of time.

5. PAYMENT FOR SERVICES

A. The fee to be paid by COUNTY to ARCHITECT for ARCHITECT’S performance of the professional services detailed above shall be computed and become due and payable in accordance with the following percentage schedule as work is completed. ARCHITECT will not be paid for phases not completed except as provided in Section 1.B:

Phase No. 2 – Schematic Design Phase	15%
Phase No. 3 - Design Development Phase	20%
Phase No. 4 - Construction Document Phase	40%
Phase No. 5 - Award or Abandonment of Construction Contract Phase	5%
(Subject to the conditions set forth under Section 5.3)	
Phase No. 6 - Construction Phase	15%
Phase No. 7 - Completion of PROJECT and Delivery of a Reproducible Set of Record Drawings	5%

B. During Phase No. 4, ARCHITECT may be paid monthly payments not to exceed the portion of the fee owing to ARCHITECT on the completion of Phase No. 4.

C. If the lowest bona fide bidder or the statement of probable construction cost exceeds COUNTY’s established budget for construction cost, COUNTY may (1) increase its budget; (2) authorize bidding or rebidding the PROJECT within a reasonable time; (3) revise the PROJECT scope and quality to reduce the probable construction cost, or (4) cancel the PROJECT and pay ARCHITECT as provided in Section 5.4.

D. In the event COUNTY does not elect to proceed with the construction of the proposed PROJECT after receipt of bids, ARCHITECT shall receive five percent (5%) of the defined fee as payment for Phase No. 5, which payment shall constitute payment in full to ARCHITECT and ARCHITECT shall thereupon deliver to COUNTY all documents, specifications and tracings as required under Section 3.

E. After construction has commenced, ARCHITECT shall receive the Phase No. 6 fee in regular installments based upon the percentage of work completed and regular, systematic and thorough performance of Phase No. 6 by ARCHITECT.

F. Upon completion of all required work or a specified portion thereof, the ARCHITECT shall submit to Utah County an invoice for payment.

- G. Following receipt of ARCHITECT's invoice and upon certification by COUNTY that the specified work has been completed, the ARCHITECT shall be paid by COUNTY within thirty (30) days of said certification.
- H. Partial or progress payments, if any such are made, shall not relieve ARCHITECT of performance or obligations under this Agreement, nor shall such payments be viewed as approval or acceptance of work performed.
- I. Payments may be withheld from the ARCHITECT by Utah County in order to protect Utah County from loss due to:
 - 1. Architect's defective work not remedied by architect.
 - 2. Liens or claims filed or reasonable evidence of probable filing.
 - 3. The ARCHITECT's failure to promptly pay subconsultants for services, labor and/or materials accepted by the ARCHITECT.
 - 4. Damage to another consultant.
 - 5. Failure to perform.

6. PAYMENT FOR WORK SUSPENDED

COUNTY reserves the right to suspend the work covered by this contract at any time. If the work is suspended, in part or in whole, payment to ARCHITECT will be based on the work completed at the time the work is suspended pursuant to Section 1.B. If said suspension exceeds 120 days, ARCHITECT may terminate this contract for cause, in which event it shall be entitled to receipt of payment for all services rendered through the date of suspension pursuant to Section 1.B.

7. OWNERSHIP OF DOCUMENTS

Drawings and specifications delivered to COUNTY pursuant to this Agreement shall be property of COUNTY, whether the work for which they are made is performed. However, ARCHITECT and its subcontractors shall be deemed to be the authors and owners of their respective instruments of professional service provided under this Agreement, including drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. COUNTY shall not use said drawings and specifications on other projects nor shall it modify said drawings and specifications for this PROJECT without the prior express written consent of ARCHITECT. Notwithstanding the forgoing, COUNTY may use the drawings in whole or in part to complete the PROJECT, obtain necessary permits and approvals for the PROJECT, and to make copies for internal purposes, maintenance, repairs, advertising and marketing. COUNTY shall further hold harmless, and indemnify ARCHITECT from and against any and all claims of any nature whatsoever arising out of or related to any nonpermissive use or

modification of the drawings and specifications. Complete and current as-built information shall be maintained by the selected contractor throughout the execution of the PROJECT so that upon completion of the PROJECT the original drawings will be up-to-date. Digital versions of all Record Drawings in PDF format and in a CAD or BIM format as mutually agreed by the parties shall be delivered to and approved by COUNTY before final payment is made to ARCHITECT. ARCHITECT further agrees to deliver with the drawings, copies of the PROJECT design basis, assumptions and data used for all work.

8. INSURANCE

- A. ARCHITECT shall carry insurance against loss or damage to drawings, specifications and other valuable documents associated with the PROJECT during their course of preparation and use until completion of the PROJECT, a certificate of which will be delivered to COUNTY prior to commencing work on the PROJECT.
- B. The ARCHITECT agrees to carry Commercial General and Professional Liability insurance coverage equal to or greater than \$2,300,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of ARCHITECT including ARCHITECT's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a Certificate Holder. The ARCHITECT shall furnish the Certificates of Insurance to Utah County evidencing that the ARCHITECT has the insurance required by Sections 8.A and 8.B in place prior to commencing any work on the PROJECT.
- C. Prior to commencing work, ARCHITECT shall furnish a Certificate of Insurance to COUNTY evidencing that ARCHITECT has Workers Compensation Insurance for ARCHITECT, all subcontractors and employees of ARCHITECT.

9. COUNTY REPRESENTATIVE

COUNTY agrees to designate an employee representative as project manager to assist in the administrative management of the PROJECT to insure that all contractors' bonds, bid evaluations, payments, certificates, etc., and the entire scope of work is completed and to assist ARCHITECT in obtaining information from various COUNTY departments, if necessary, and if requested by ARCHITECT. Additionally, said COUNTY representative shall assist ARCHITECT in coordinating, monitoring, and evaluating the PROJECT to its completion and to certify that the PROJECT has been properly completed in accordance with the plans and specifications. It is understood and agreed by the parties that COUNTY shall have no control over the means, methods, techniques, or procedures employed by ARCHITECT, it being clearly

understood that COUNTY is interested only in the results obtained under this contract with the manner and means of obtaining those results being under the sole control of ARCHITECT.

10. INDEPENDENT CONTRACTOR

- A. ARCHITECT states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from COUNTY, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.
- B. The parties intend that an independent contractor relationship will be created by this AGREEMENT. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with ARCHITECT. ARCHITECT is not to be considered an agent or employee of COUNTY for any purpose, and the employees of ARCHITECT are not entitled to any of the benefits that COUNTY provides for County's employees. It is understood that COUNTY does not agree to use ARCHITECT exclusively. It is further understood that ARCHITECT is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with COUNTY.
- C. Both parties agree that ARCHITECT shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, ARCHITECT shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

11. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of COUNTY has nor shall have any pecuniary interest, direct or indirect in this agreement or the proceeds thereof. No officer or employee of ARCHITECT or any member of their families shall serve on a COUNTY board or committee or hold any such position which either by rule, practice, or action nominates, recommends or supervises ARCHITECT's operations, or authorizes funding or payments to ARCHITECT.

12. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto. Neither ARCHITECT nor COUNTY shall assign, sublet or transfer its

interest in this agreement without the written consent of the other. No such assignment, sublet or transfer shall relieve the original parties from any liability hereunder.

13. NON-DISCRIMINATION

Pursuant to the laws of the State of Utah, ARCHITECT agrees that he shall not, because of race, color, sex, age, handicap, religion, ancestry, or national origin, discriminate in the engagement or employment of any person qualified to perform the services required under this Agreement.

14. ACCEPTANCE OF FINAL PAYMENT

- A. When COUNTY finds the work acceptable under the contract and the contract is fully performed, the entire remaining balance shall be paid to ARCHITECT.
- B. The making and acceptance of final payment shall not constitute a waiver of all claims by COUNTY. It shall constitute a waiver of all claims by ARCHITECT unless COUNTY brings a claim against ARCHITECT in a court of competent jurisdiction or formal arbitration proceedings.
- C. If after the work has been substantially completed, full completion thereof is materially delayed through no fault of ARCHITECT, and COUNTY so certifies, COUNTY shall make full payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

15. DEFAULT

If either party defaults in the performance of this agreement, or any of its covenants, terms, conditions, or provisions, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or from pursuing any remedy provided hereunder or otherwise provided by law.

16. CHOICE OF LAW, SEVERABILITY, GENDER, INTERPRETATION, GENERAL PROVISIONS

- A. It is understood and agreed by the parties hereto that this Agreement shall be interpreted pursuant to and shall be governed by the laws of the State of Utah.
- B. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- C. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more

strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

D. No oral modifications or amendments to this Agreement shall be effective, but such may be modified or amended by a written agreement signed by the parties.

17. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Public Works Director, reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly. Such alterations shall not be considered as a waiver of nor release of any surety. The ARCHITECT agrees to accept the work as altered the same as if it had been a part of the original contract. The ARCHITECT shall proceed with the work alterations when ordered in writing. Financial increases to this contract must be approved by the County Commission before additional work is authorized.

18. AUTHORITY OF THE COMMISSION AND THE PUBLIC WORKS DIRECTOR

A. The County Commission or the County Public Works Director will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They/He will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the ARCHITECT.

B. The County Commission or the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of the ARCHITECT to carry out provisions of the contract, for failure to carry out orders, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

19. EXTRA WORK

Extra work, shall be undertaken only when previously authorized in writing by Utah County, after prior authorization of the County Commission, and is defined as that additional effort necessary by reason of changed conditions which are unforeseen and completely beyond the control of the ARCHITECT.

20. QUALITY OF WORK

The ARCHITECT represents to Utah County that all services furnished under this Agreement will be of good quality, reasonably free from errors and omissions, and in conformance with this

contract and ARCHITECT's professional standard of care. All services not conforming to the forgoing requirements may be considered faulty, defective or non conforming. Faulty, defective and nonconforming services will be corrected at ARCHITECT's sole expense.

21. TERMINATION

- A. This Agreement may be terminated for any reason by Utah County upon thirty (30) days written notice to the ARCHITECT, without prejudice to any other right or remedy Utah County may have.
- B. Failure of the ARCHITECT to adhere to any of the requirements of this Agreement shall be cause for termination.

22. EMPLOYMENT STATUS VERIFICATION

ARCHITECT shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. ARCHITECT shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

23. DISPUTE RESOLUTION

- A. COUNTY and ARCHITECT shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method as described herein within the period specified by applicable law, COUNTY and Architect waive all claims and causes of action not commenced in accordance with this Section 23.
- B. To the extent damages are covered by property insurance, COUNTY and ARCHITECT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract for Construction. COUNTY or the ARCHITECT, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. ARCHITECT's obligations under this Section shall survive completion of services or termination of this Agreement.
- C. COUNTY and ARCHITECT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided herein.

- D. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the ARCHITECT's services, the ARCHITECT may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- E. COUNTY and ARCHITECT shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by a qualified mediator agreeable to all parties involved. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- F. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- G. If the parties do not resolve a dispute through mediation pursuant to this part, the method of dispute resolution shall be litigation in a court of competent jurisdiction in Utah County, Utah.

24. ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this agreement may not be enlarged, modified, or altered, except in writing signed by the parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

WILLIAM C. LEE, Chairman

ATTEST:
BRYAN E. THOMPSON
County Auditor/Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy County Attorney

ARCHITECT

By: _____

Its: _____