

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, June 20, 2018 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room Located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Droubay Road Extension**
Presented by Jim Bolser
- **Landscaping Standards for North Tooele City Special Service District**
Presented by Brian Roth
- **Resolution 2018-29 A Resolution of the Tooele City Council Adopting a Proposed Certified Tax Rate for Fiscal Year 2018 - 2019**
Presented by Glenn Caldwell
- **Resolution 2018-41 A Resolution of the Tooele City Council Approving an Agreement with JRCA Architects for the Design of a Justice Center Facility**
Presented by Police Chief Ron Kirby
- **Resolution 2018-42 A Resolution of the Tooele City Council Approving an Attorney Engagement Letter Agreement with Jody Burnett**
Presented by Roger Baker
- **Resolution 2018-39 A Resolution of the Tooele City Council Approving and Ratifying a Contract with Kilgore Contracting for the 2018 Roadway Improvement Project, Bid Schedules A, B, and C**
Presented by Paul Hansen
- **Resolution 2018-40 A Resolution of the Tooele City Council Approving and Ratifying a Contract with Intermountain Slurry Seal for the 2018 Roadway Improvement Project, Schedule D Slurry Seal**
Presented by Paul Hansen
- **Providence at Overlake Phase 2 – Final Plat**
Presented by Jim Bolser
- **Canyon Village Rust Phase 2 – Final Plat**
Presented by Jim Bolser

4. Close Meeting

- **Litigation & Property Acquisition**

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or michellep@tooelecit.org, Prior to the Meeting.

TOOELE CITY CORPORATION

RESOLUTION 2018-29

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A PROPOSED CERTIFIED TAX RATE FOR FISCAL YEAR 2018-2019.

WHEREAS, Utah Code §10-6-133 requires cities to set by ordinance or resolution the real and personal property tax levy, or certified tax rate, for various municipal purposes; and,

WHEREAS, the general tax rate has been calculated preliminarily by the Utah State Auditor to be 0.003934¹ for Fiscal Year 2018-2019 (compared with 0.001938 for Fiscal Year 2017-2018, 0.002030 for Fiscal Year 2016-2017, 0.002203 for Fiscal Year 2015-2016, 0.002310 for Fiscal Year 2014-2015, and 0.002520 for Fiscal Year 2013-2014); and,

WHEREAS, the final actual certified tax rate will be established at the time of the City Council's approval of the final FY18-19 budget, on August 15, 2018; and,

WHEREAS, the City Council convened a public hearing on the proposed certified tax rate on June 20, 2018, together with the public hearing on the new tentative budget:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City proposed real and personal property tax levy, or proposed certified tax rate, is hereby set at 0.003934 for Fiscal Year 2018-2019.

This Resolution shall become effective on the date of passage by authority of the Tooele City Charter.

Passed this ____ day of _____, 2018.

1. Comprised of 0.003646 for the general fund plus 0.000289 for the judgment levy, totaling 0.003934.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2018-41

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH JRCA ARCHITECTS FOR THE DESIGN OF A JUSTICE CENTER FACILITY.

WHEREAS, Tooele City has determined the need to design and construct a new justice center facility (the "Facility"), to include a police station; and,

WHEREAS, Tooele City has worked with JRCA Architects to determine the preliminary design parameters of the Facility, and is now ready to enter into an agreement with JRCA Architects for the design and construction management of the Facility; and,

WHEREAS, the proposed agreement is attached as Exhibit A; and,

WHEREAS, the fee to be charged by JRCA Architects for the design and construction management of the Facility is currently estimated at \$425,132, or 6.5% of the construction cost estimate, to be paid from public safety impact fees (see Exhibit A); and,

WHEREAS, the total cost to construct and equip the Facility is currently estimated to be \$8,313,656 (see Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached hereto as Exhibit A with JRCA Architects is hereby approved, and that the Mayor is hereby authorized to sign the same.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ___ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Agreement with JRCA Architects

 **AIA**® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-second day of May in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Tooele City
90 North Main
Tooele, UT 84074
Telephone Number: 435-843-2104

and the Architect:
(Name, legal status, address and other information)

JRCA Architects
577 S 200 E
Salt Lake City, UT 84111
Telephone Number: 801-533-2100

for the following Project:
(Name, location and detailed description)

Tooele City - Justice Center
Approximately 75 North 100 East, Tooele, UT
The project will provide facilities for the Tooele City Police Department and Multi-purpose Community Meeting Space. The final decision to include space for a proposed municipal Justice Court will be made at completion of the Programming Phase.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The preliminary space needs summary dated, May 15, outlines the current anticipated project scope. Final adjustments to this space needs summary may be made prior to the Schematic Design Phase.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

As described in the attached Estimated Project Cost dated May 28, 2018 - attached at exhibit A-1

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

To Be Determined

.2 Construction commencement date:

TO Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager / General Contractor or competitive bidding by prequalified general contractors

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The project will be designed in conformance with applicable requirements of the 2015 International Energy Conservation Code (IECC)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ron Kirby
Chief of Police
Telephone Number: 435-882-8900

Email Address: rkirby@tooelectricity.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To Be Determined

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

A preliminary Geotechnical Study, dated May 8, 2018 has been completed by GSH Geotechnical Inc.
A final geotechnical study will be completed, if required, following the Schematic Design Phase.

(Paragraph Deleted)

.2 Civil Engineer:

A preliminary Boundary and Topographical Survey, dated May 1, 2018 has been completed by
Ensign Engineering. Additional survey work will be completed, if required.

(Paragraph Deleted)

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To Be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jim Child

Telephone Number: 801-533-2100

Email Address: jchild@jrcadesign.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To Be Determined

(Paragraph Deleted)

.2 Mechanical Engineer:

To Be Determined

(Paragraph Deleted)

.3 Electrical Engineer:

To Be Determined

(Paragraph Deleted)

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ 2000000) for each occurrence and (\$ 2000000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ 2000000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ 1000000) each accident, (\$ 1000000) each employee, and (\$ 1000000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ 2000000) per claim and (\$ 2000000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect

§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

Init.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; Basic Services include up to four (4) City Council Meetings and two (2) Planning Commission Meetings (if required).
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- .2 (36) visits to the site by the Architect during construction
- .3 (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall direct the Architect in making required adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner 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 AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner 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.

§ 8.1.3 The Architect and Owner 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 in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 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 binding dispute resolution. 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.

§ 8.2.2 The Owner 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 the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Init.

[] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Percentage of Fee based on percentage of work Architect has completed at the time they are notified to stop working.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

Init.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10

Should errors or omissions occur which require additional cost to the owner, which would have not been experienced if the error or omission had not taken place, then the Architect shall be responsible for both design fees and the additional cost of construction associated with said errors and omissions when the aggregate total of such errors and omissions exceeds two (2) percent of the construction cost. Additional cost is defined as that portion of the cost, which is over and above the cost of which the owner would have experienced, (in excess of the value added to the project), had the Architect not made the error or omission.

§ 10.11

The Owner agrees to limit the Architect's liability to the Owner, due to Architects' Errors, Acts, and Omissions, such that the Total Aggregate Liability of the Architect to all those named, shall not exceed \$1,000,000 or the Architect's total Fee for Services Rendered on this Project, whichever is Greater.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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User Notes: (3B9ADA26)

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Six and a half (6.50) % of the the Estimated Construction Cost - a fixed fee will be established at the end of the Design Development Phase based on the Estimated Cost of Construction as defined in Article 3.3.2.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As agreed to by Owner and Architect

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Furnishing Design and Acquisition Assistance will be provided by JRCA Architects for a Fee of 8% of the Furnishings Budget.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (20	%)
Design Development Phase	percent (15	%)
Construction Documents Phase	percent (40	%)
Bidding Phase	percent (5	%)
Construction Phase	percent (20	%)
<hr/>			
Total Basic Compensation	one hundred percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % one and a half percent

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

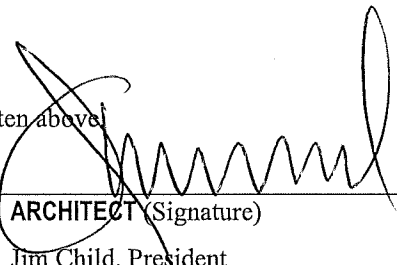
§ 13.2 This Agreement is comprised of the following documents identified below:
(Paragraphs Deleted)

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above

OWNER (Signature)

Debbie Winn, Mayor
(Printed name and title)



ARCHITECT (Signature)

Jim Child, President
(Printed name, title, and license number, if required)

Exhibit A-1

Estimated Project Cost Tooele City Justice Center Without Justice Court May 28, 2018

Proposed Building Area - Police	22,384 S.F.
Proposed Building Area - Justice Court	0 S.F.
Proposed Building Area - Ancillary Building	3,192 S.F.
Proposed Site Area - Including Frontage	105,000 S.F.
Proposed Site Area - Less Building Area	79,424 S.F.

Estimated Project Construction Cost

Demolition and Site Clearing				
79,424 S.F.	X	\$1.50 /S.F.	=	\$119,136
Building - Police				
22,384 S.F.	X	\$230.00 /S.F.	=	\$5,148,320
Building - Justice Court				
0 S.F.	X	\$240.00 /S.F.	=	\$0
building - Ancillary Building				
3,192 S.F.	X	\$150.00 /S.F.	=	\$478,800
Sitework				
79,424 S.F.	X	\$10.00 /S.F.	=	\$794,240
				\$6,540,496

Estimated Construction Cost **\$6,540,496**

Estimated Project Soft Costs

Owner's Project Contingency					
\$6,540,496	X	10.00%	=	\$654,050	
A/E Fee - Programming/Master Planning					
			=	\$8,000	
A/E Fee - Design and Constr. Admin.					
\$6,540,496	X	6.50%	=	\$425,132	
Building Furnishings					
22,384 S.F.	X	\$18.00 /S.F.	=	\$402,912	
Furnishing Design					
\$402,912	X	8.00%	=	\$32,233	
Audio/Visual Systems					
22,384 S.F.	X	\$8.50 /S.F.	=	\$190,264	
Audio/Visual Engineering Fee					
\$190,264	X	6.50%	=	\$12,367	
Topography/Boundary Survey				\$5,000	Owner Provided
Geographical Investigation				\$7,500	Owner Provided
Phase 1 Environmental Investigation				\$3,000	Owner Provided
Construction Phase Testing					
\$6,540,496	X	0.50%	=	\$32,702	Owner Provided
Moving/Relocation Costs					
				TBD	Owner Provided
Legal Costs					
				TBD	Owner Provided
				\$1,773,160	

Total Estimated Project Cost **\$8,313,656**

Building Construction Cost/S.F Including Site Work	\$256 /S.F.
Project Cost/S.F Including Site Work and Soft Cost	\$325 /S.F.

Estimate Assumes a 4th Quarter 2018 Bidding/Construction

TOOELE CITY CORPORATION

RESOLUTION 2018-42

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN ATTORNEY ENGAGEMENT LETTER AGREEMENT WITH JODY BURNETT.

WHEREAS, Tooele City intends to work cooperatively with Tooele County and Grantsville City (the "Parties") to explore opportunities for the development of regional water and sewer infrastructure for the purpose of maximizing the assets of each entity and for the promotion of economic development in the central Tooele valley; and,

WHEREAS, a developer has proposed to acquire and develop, for industrial and related uses, a 900-acre parcel (the "Project") near the Deseret Peak Complex and Utah Motorsports Campus, which Project would require significant investment in regional off-site infrastructure development and services; and,

WHEREAS, the Parties wish to retain the services of Jody Burnett, an experienced land use attorney with Snow Christensen & Martineau, to negotiate and draft proposed agreements between the Parties and with developers, as needed and as directed by the Parties; and,

WHEREAS, the engagement letter agreement attached hereto as Exhibit A defines Mr. Burnett's scope of representation, and is intended to be approved by the Parties and their respective redevelopment agencies; and,

WHEREAS, it is in the best interest of Tooele City to retain Mr. Burnett's services, in coordination with the services of the respective city, county, and agency attorneys:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the engagement letter agreement attached hereto as Exhibit A with Jody Burnett of Snow Christensen & Martineau is hereby approved, and that the Mayor is hereby authorized to sign the same.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ___ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Engagement Letter Agreement with Jody Burnett

TOOELE CITY CORPORATION

RESOLUTION 2018-39

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A CONTRACT WITH KILGORE CONTRACTING FOR THE 2018 ROADWAY IMPROVEMENT PROJECT, BID SCHEDULES A, B, and C.

WHEREAS, Tooele City has more than 220 lane miles of public roadway located within the City limits for which it has responsibility; and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for construction of the 2018 Roadway Improvements Project in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Kilgore Contracting has submitted a combined cost proposal for Project Schedules A, B, and C of One Million Five Hundred Ten Thousand Two Hundred Fifty Nine Dollars (\$1,510,259.00), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional 5% (or Seventy Five Thousand Four Hundred Dollars (\$75,500.00)) for unanticipated changed conditions encountered by Kilgore Contracting, to be used in the discretion of the Mayor in consultation with the City Engineer and Public Works Director; and,

WHEREAS, the work proposed within the scope of Schedule A includes the complete reconstruction and widening of a portion of 700 South located immediately west of Coleman Street; and,

WHEREAS, the work proposed within the scope of Schedule B includes the reconstruction of the asphalt and road base on Noble and Lakeview roadways, together with roadway repair due to trench settlement on Utah Avenue, and miscellaneous sidewalk installation/repair at various locations within the City; and,

WHEREAS, the work proposed within the scope of Schedule C includes the edge mill of the existing asphalt and placement of a thick overlay on various roadways within the City to extend roadway life; and,

WHEREAS, due to the lateness of the road repair season and the extent of the road repair work proposed by this resolution, the City Administration solicited and received from individual City Council members their consent to sign the Agreement attached as Exhibit B prior to formal City Council approval of this Resolution in order to complete the repairs in a timely manner with a minimum of disruption to school traffic and minimum risk to the public safety:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached hereto as Exhibit B with Kilgore Contracting for the 2018 Roadway Improvement Project, Schedules A, B, and C, is hereby approved, and that the Mayor's signature on the same is hereby ratified, and hereby allocates an additional Seventy Five Thousand Four Hundred Dollars (\$75,500.00) contingency (5%) which may be used for changed conditions at the discretion of the Mayor.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement:
Kilgore Contracting

2018 ROADWAY IMPROVEMENT PROJECT
BID TABULATION SUMMARY
 Bid Opening May 31, 2018

Bid Schedule	Kilgore Contracting	Staker Parsons Companies	Intermountain Slurry Seal
SCHEDULE "A" - 700 South Roadway Reconstruction	\$149,648.00	\$156,762.50	NB
SCHEDULE "B" - Noble and Lakeview Roadway Reconstruction, Utah Avenue Trench Repair, Dow James and City Hall Sidewalk	\$259,966.00	\$250,495.00	NB
SCHEDULE "C" - Roto-Mill and Asphalt Overlay	\$1,100,645.00	\$1,122,567.50	NB
Sub-Total	\$1,510,259.00	\$1,529,825.00	
SCHEDULE "D" - Slurry Seal	\$138,200.00	\$138,600.00	\$129,621.82

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Kilgore Contracting
- B. Address: 7057 West 2100 South, Salt Lake City, Utah 84128
- C. Telephone number: (801) 250-0132
- D. Facsimile number: (801) 250-0083

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

**2018 Roadway Improvement Project
Bid Schedules "A", "B" and "C"**

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Base Bid.
 2. _____
 3. _____
 4. _____
- C. An Agreement Supplement [] is, [] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Million Five Hundred Ten Thousand Two Hundred Fifty Nine Dollars (\$1,510,259.00).

2.2 CONTRACT TIME

- A. The Contract time shall be as follows:
1. All Work related to Bid Schedule C - Roto-Mill and Asphalt Overlay, and which occur on 100 East between 600 North and 1000 North shall be completed **prior to August 15, 2018**.
 2. All remaining Work under all schedules shall be **substantially** completed by **September 25, 2018**.
 3. All Work shall be **final** complete by **September 30, 2018**.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a

waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

RESOLUTION 2018-40

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A CONTRACT WITH INTERMOUNTAIN SLURRY SEAL FOR THE 2018 ROADWAY IMPROVEMENT PROJECT, SCHEDULE D SLURRY SEAL.

WHEREAS, Tooele City has more than 220 lane miles of public roadway located within the City limits for which it has responsibility; and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State Legislature, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for construction of the 2018 Roadway Improvements Project in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Intermountain Slurry Seal has submitted a cost proposal for Project Schedule D of One Hundred Twenty Nine Thousand Six Hundred Twenty One Dollars and Eighty Two Cents (\$129,621.82), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional 5% (or Six Thousand Five Hundred Dollars (\$6,500.00)) for unanticipated changed conditions encountered by Intermountain Slurry Seal, to be used in the discretion of the Mayor in consultation with the City Engineer and Public Works Director; and,

WHEREAS, the work proposed within the scope of Schedule D includes placement of a slurry seal to extend the life of the affected roadways; and,

WHEREAS, due to the lateness of the road repair season and the extent of the road repair work proposed by this resolution, the City Administration solicited and received from individual City Council members their consent to sign the Agreement attached as Exhibit B prior to formal City Council approval of this Resolution in order to complete the repairs in a timely manner with a minimum of disruption to school traffic and minimum risk to the public safety:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached hereto as Exhibit B with Intermountain Slurry Seal for the 2018 Roadway Improvement Project, Schedule D Slurry Seal, is hereby approved, and that the Mayor's signature on the same is hereby ratified, and hereby allocates an additional Six Thousand Five Hundred Dollars (\$6,500.00) contingency (5%) which may be used for changed conditions at the discretion of the Mayor.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement:

Intermountain Slurry Seal

2018 ROADWAY IMPROVEMENT PROJECT
BID TABULATION SUMMARY
 Bid Opening May 31, 2018

Bid Schedule	Kilgore Contracting	Staker Parsons Companies	Intermountain Slurry Seal
SCHEDULE "A" - 700 South Roadway Reconstruction	\$149,648.00	\$156,762.50	NB
SCHEDULE "B" - Noble and Lakeview Roadway Reconstruction, Utah Avenue Trench Repair, Dow James and City Hall Sidewalk	\$259,966.00	\$250,495.00	NB
SCHEDULE "C" - Roto-Mill and Asphalt Overlay	\$1,100,645.00	\$1,122,567.50	NB
Sub-Total	\$1,510,259.00	\$1,529,825.00	
SCHEDULE "D" - Slurry Seal	\$138,200.00	\$138,600.00	\$129,621.82

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Intermountain Slurry Seal, Inc
- B. Address: 520 North 400 West, North Salt Lake, Utah 84054
- C. Telephone number: (801) 532-8200
- D. Facsimile number: (801) 526-6198

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

**2018 Roadway Improvement Project
Bid Schedule "D"**

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Base Bid.
2. _____
3. _____
4. _____

C. An Agreement Supplement [] is, [] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Hundred Twenty Nine Thousand Six Hundred Twenty One Dollars and Eighty Two Cents (\$129,621.82).

2.2 CONTRACT TIME

A. The Contract time shall be as follows:

1. All Work shall be **substantially** completed by **September 25, 2018**.
2. All Work shall be **final** complete by **September 30, 2018**.

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

2.3 PUNCH LIST TIME

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**
Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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STAFF REPORT

June 7, 2018

To: Tooele City Planning Commission
Business Date: June 13, 2018

From: Planning Division
Community Development Department

Prepared By: Jim Bolser, Director

Re: Providence at Overlake Subdivision Phase 2 – Final Plat Request

Application No.: P18-245
Applicant: H&K Schmidt Investments
Project Location: Approximately 1400 North 400 West
Zoning: R 1-7
Acreage: Approximately 7.18 Acres (Approximately 312,772 ft²)
Request: Request for approval of a Final Plat in the R1-7 Residential zoning district for a 22-lot single-family residential subdivision

BACKGROUND

This application is a request for approval of a final plat for approximately 7.19 acres located at approximately 1400 North 400 West. The property is currently zoned R 1-7 Residential. The applicant is requesting that a final plat be approved to allow for 22 single-family residential lots ranging in size from 7,000 square feet to 10,150 square feet. The preliminary plan for phases 1 and 2 was approved by the City Council on April 18, 2018.

ANALYSIS

Subdivision Layout. This portion of the subdivision contains 22 lots ranging in size from 7,000 square feet to 10,150 square feet. This phase of the subdivision generally encompasses the northern end of the undeveloped property between Clemente Way and 400 North to the north of approximately 1350 North.

Criteria For Approval. The criteria for review and potential approval of a Final Plat request is found in Section 7-19 of the Tooele City Code. This section depicts the standard of review for such requests as:

7-19-10. Procedure for approval of the final plat.

- (1) The final plat shall conform substantially to the preliminary plan as approved, and, if desired by the subdivider, may constitute only that portion of the approved preliminary plan which he proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of these regulations and the approval of the preliminary plan.
- (2) Application for approval of the final plat, including all engineering drawings, shall be submitted in writing to the Community Development Department and shall be accompanied by the fee and engineering review fee as required by the City Code. The application must be completed, including all corrections and required documentation, at least 15 days prior to the regular meeting of the Planning Commission for its review and recommendation.

- (3) The final engineering plans and specifications, consistent with the approved preliminary plan, as well as an AutoCAD copy of the development plans, shall be submitted to the Community Development Department within one year after approval of the preliminary plan and before the approval of the final plat; unless, prior to the one-year period lapsing, the City Council grants an extension, not to exceed six months, upon written request of the developer. Such extension will not require an additional fee or filing or additional copies of the plat. If the final plat is not submitted to the Community Development Department prior to the expiration of said one-year period, which begins to run from the date that the preliminary plan is first approved by the Council, the approval of the said preliminary plan automatically lapses and is void and is of no further force or effect. Thereafter, the developer must recommence the application process as then in effect. The subdivider shall make all revisions required by the City promptly and with reasonable diligence.
- (4) Within two months after its meeting at which time the application for approval of the final plat is submitted, the Planning Commission shall recommend approval or disapproval. If the Commission recommends approval of the plat, it shall affix upon the plat the certifying signatures of its chairman and members voting in favor of approval, and submit the plat along with its recommendations to the City Council. If it recommends disapproval, the Commission shall set forth the reasons in its own records, which may include the meeting minutes.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the final plat submission and has issued a recommendation for approval for the request with the following proposed conditions comments:

1. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

Engineering Review. The Tooele City Engineering Division has completed their reviews of the final plat submission and have issued a recommendation for approval for the request with the following proposed conditions comments:

1. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Final Plat by H&K Schmidt Investments, application number P18-245, subject to the following conditions:

1. That all requirements of the Tooele City Engineering Division and Public Works Department are satisfied throughout the development and the construction of the site.
2. That all requirements of the Tooele City Building Division are satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele Fire Department are satisfied throughout the development of the site and the construction of all buildings on the site.

4. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Providence at Overlake Subdivision Phase 2 Final Plat, for the purpose of creating 22 single-family residential lots at approximately 1400 North 400 West, application number P18-245, based on the findings and subject to the conditions listed in the Staff Report dated June 7, 2018.”

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Providence at Overlake Subdivision Phase 2 Final Plat, for the purpose of creating 22 single-family residential lots at approximately 1400 North 400 West, application number P18-245, based on the following findings:”

EXHIBIT A

**AERIAL MAPPING OF THE
PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 2 AREA**



EXHIBIT B

FINAL PLAT SHEET

STAFF REPORT

June 8, 2018

To: Tooele City Planning Commission
Business Date: June 13, 2018

From: Planning Division
Community Development Department

Prepared By: Jim Bolser, Director

Re: Canyon Village - Rust Subdivision Phase 2 – Final Plat Request

Application No.: P17-714
Applicant: Adam Nash, representing Growth Aid, LLC
Project Location: Southeast Corner Pine Canyon Road and Copper Canyon Drive
Zoning: HDR High Density Residential and NC Neighborhood Commercial
Acreage: Approximately 7.76 Acres (Approximately 338,000 ft²)
Request: Request for approval of a Final Plat in the HDR High Density Residential and NC Neighborhood Commercial zoning districts for a 33-lot single-family residential subdivision

BACKGROUND

This application is a request for approval of a final plat for approximately 7.76 acres located at the southeast corner of Pine Canyon Road and Copper Canyon Road. The property is currently zoned HDR High Density Residential and NC Neighborhood Commercial. The applicant is requesting that a final plat be approved to allow for 33 single-family residential lots ranging in size from 7,000 square feet to 7,420 square feet. The preliminary plan for phases 1 and 2 was approved by the City Council on April 5, 2017.

ANALYSIS

Subdivision Layout. This portion of the subdivision contains 33 lots ranging in size from 7,000 square feet to 7,420 square feet. This phase of the subdivision stretches from the southeast corner of Pine Canyon Road and Copper Canyon Road on the northern end and then stretches south on the east side of the subdivision's first phase along Copper Canyon Road.

Criteria For Approval. The criteria for review and potential approval of a final plat request is found in Section 7-19 of the Tooele City Code. This section depicts the standard of review for such requests as:

7-19-10. Procedure for approval of the final plat.

- (1) The final plat shall conform substantially to the preliminary plan as approved, and, if desired by the subdivider, may constitute only that portion of the approved preliminary plan which he proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of these regulations and the approval of the preliminary plan.
- (2) Application for approval of the final plat, including all engineering drawings, shall be submitted in writing to the Community Development Department and shall be accompanied by the fee and engineering review fee as required by the City Code. The application must be completed, including all corrections and required documentation, at

least 15 days prior to the regular meeting of the Planning Commission for its review and recommendation.

- (3) The final engineering plans and specifications, consistent with the approved preliminary plan, as well as an AutoCAD copy of the development plans, shall be submitted to the Community Development Department within one year after approval of the preliminary plan and before the approval of the final plat; unless, prior to the one-year period lapsing, the City Council grants an extension, not to exceed six months, upon written request of the developer. Such extension will not require an additional fee or filing or additional copies of the plat. If the final plat is not submitted to the Community Development Department prior to the expiration of said one-year period, which begins to run from the date that the preliminary plan is first approved by the Council, the approval of the said preliminary plan automatically lapses and is void and is of no further force or effect. Thereafter, the developer must recommence the application process as then in effect. The subdivider shall make all revisions required by the City promptly and with reasonable diligence.
- (4) Within two months after its meeting at which time the application for approval of the final plat is submitted, the Planning Commission shall recommend approval or disapproval. If the Commission recommends approval of the plat, it shall affix upon the plat the certifying signatures of its chairman and members voting in favor of approval, and submit the plat along with its recommendations to the City Council. If it recommends disapproval, the Commission shall set forth the reasons in its own records, which may include the meeting minutes.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the final plat submission and has issued a recommendation for approval for the request with the following proposed conditions comments:

1. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

Engineering Review. The Tooele City Engineering Division has completed their reviews of the final plat submission and have issued a recommendation for approval for the request with the following proposed conditions comments:

1. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Final Plat by Adam Nash, representing Growth Aid, LLC, application number P17-714, subject to the following conditions:

1. That all requirements of the Tooele City Engineering Division and Public Works Department are satisfied throughout the development and the construction of the site.
2. That all requirements of the Tooele City Building Division are satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.

3. That all requirements of the Tooele Fire Department are satisfied throughout the development of the site and the construction of all buildings on the site.
4. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Canyon Village - Rust Subdivision Phase 2 Final Plat, for the purpose of creating 33 single-family residential lots at southeast corner of Pine Canyon Road and Copper Canyon Road, application number P17-714, based on the findings and subject to the conditions listed in the Staff Report dated June 8, 2018.”

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Canyon Village - Rust Subdivision Phase 2 Final Plat, for the purpose of creating 33 single-family residential lots at southeast corner of Pine Canyon Road and Copper Canyon Road, application number P17-714, based on the following findings:”

EXHIBIT A

**AERIAL MAPPING OF THE
CANYON VILLAGE - RUST SUBDIVISION PHASE 2 AREA**

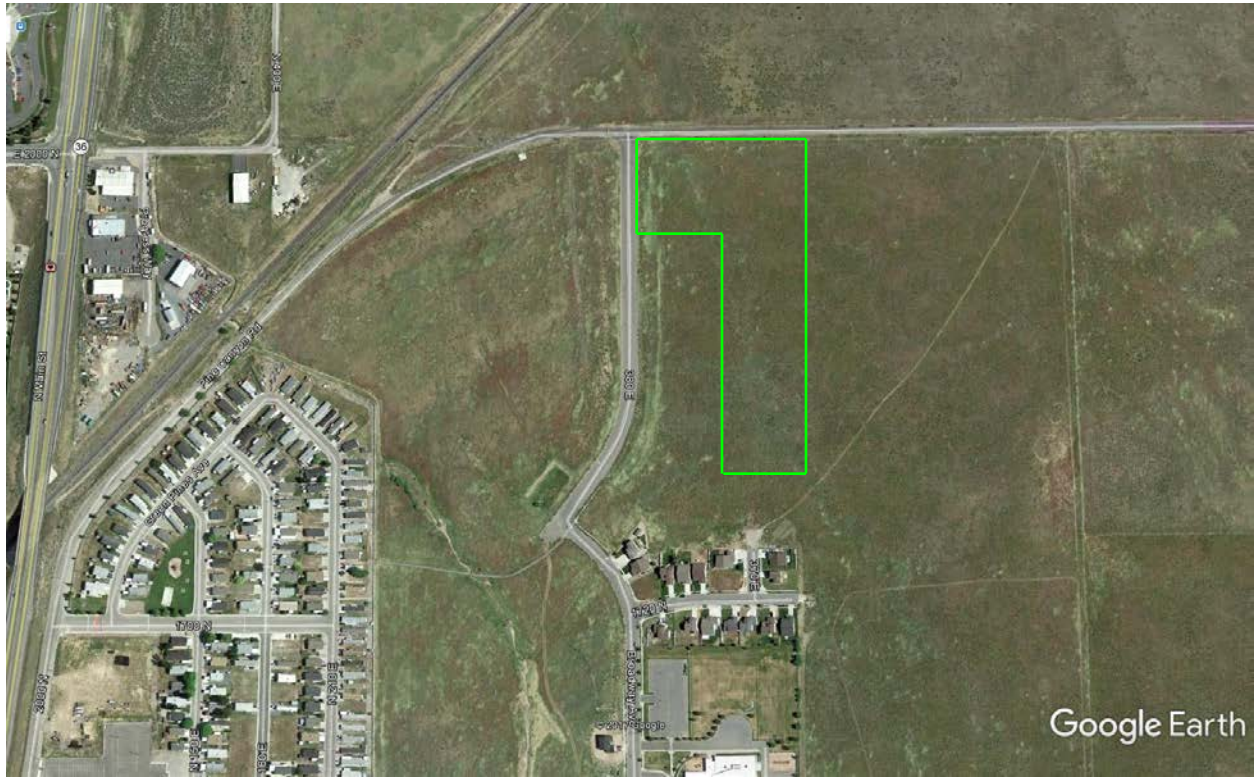


EXHIBIT B

FINAL PLAT SHEET

CANYON VILLAGE - RUST PHASE 2 SUBDIVISION

FINAL PLAT

LOCATED IN THE NW¹/₄ OF SECTION 15, T3S, R4W, SLB&M
TOOELE CITY, TOOELE COUNTY, UTAH

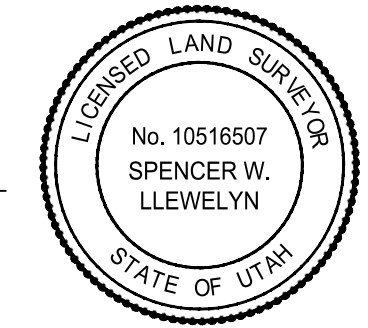


EAST 1/4 CORNER SECTION 15,
T3S, R4W, SLB&M
1982 TOOELE COUNTY
BRASS CAP MONUMENT

BASIS OF BEARING N89°53'05"E (1/4 SECTION LINE) MEASURED - 4,293.82
4,070.01
1,223.61
N89°53'05"E

SURVEYOR'S CERTIFICATE

I, Spencer Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, parcels, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.



SPENCER LLEWELYN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 10516507

DATE _____

BOUNDARY DESCRIPTION

A portion of the NW¹/₄ of Section 15, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
Beginning at the Northwest Corner of Lot 102, CANYON VILLAGE-RUST PHASE 1 SUBDIVISION, according to the Official Plat thereof recorded September 19, 2017 as Entry No. 465176, in the Office of the Tooele County Recorder, said point being also on the Easterly line of Copper Canyon Drive, located N89°53'05"E along the 1/4 Section line 1,223.61 feet and North 2,424.20 feet from the West 1/4 Corner of Section 15, T3S, R4W, SLB&M; thence North along said street 211.48 feet to the South line of Pine Canyon Road; thence S89°51'39"E along said street 492.02 feet to a point on the Northerly extension of the West line of that Real Property described in Deed Entry No. 421359 of the Official Records of Tooele County; thence South along the extension and along the West line of said deed 1,117.43 feet to the Northeast Corner of Lot 116 of said CANYON VILLAGE-RUST PHASE 1 SUBDIVISION; thence along said plat the following 8 (eight) courses and distances: West 95.00 feet; thence North 7.41 feet; thence West 155.00 feet; thence North 810.99 feet; thence West 95.00 feet; thence North 87.52 feet; thence N89°24'28"W 60.00 feet; thence N89°36'11"W 87.02 feet to the point of beginning.

Contains: 7.76 acres +/-

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

CANYON VILLAGE - RUST PHASE 2 SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL STREETS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO TOOELE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS ____ DAY OF _____ A.D. 20__

RUST PINE CANYON LAND PARTNERS, LC

BY: _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____
ON THE ____ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH
RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

CITY COUNCIL

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY COUNCIL.

TOOELE CITY COUNCIL MEMBER

TOOELE CITY COUNCIL MEMBER

TOOELE CITY COUNCIL MEMBER

TOOELE CITY COUNCIL MEMBER

TOOELE CITY COUNCIL MEMBER

ATTEST: CITY RECORDER

COUNTY TREASURER

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY TREASURER PROPERTY TAXES DUE AND OWING HAVE BEEN PAID IN FULL.

TOOELE COUNTY TREASURER

COUNTY HEALTH DEPARTMENT

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

TOOELE COUNTY SURVEY DEPARTMENT

APPROVED THIS ____ DAY OF _____ A.D. 20__

ROS MAP # 2016-0046

TOOELE COUNTY SURVEY DEPARTMENT

PLANNING COMMISSION

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY PLANNING COMMISSION.

CHAIR, TOOELE CITY PLANNING COMMISSION

CITY ATTORNEY

APPROVED AS TO FORM THIS ____ DAY OF _____ A.D. 20__

TOOELE CITY ATTORNEY

CITY ENGINEER

APPROVED AS TO FORM THIS ____ DAY OF _____ A.D. 20__

TOOELE CITY ENGINEER

COMMUNITY DEVELOPMENT

APPROVED AS TO FORM THIS ____ DAY OF _____ A.D. 20__

TOOELE CITY COMMUNITY DEVELOPMENT

VICINITY MAP



- NOTES**
- 5/8"x24" REBAR & CAP SET AT ALL REAR LOT CORNERS. NAIL SET IN CURB AT THE EXTENSIONS OF SIDE LOT LINES.
 - PARCEL "A" IS HEREBY DEDICATED TO TOOELE CITY FOR USE AS STORM WATER DETENTION.
 - PARCEL "B" IS HEREBY DEDICATED AS PUBLIC RIGHT OF WAY TO TOOELE COUNTY.

- LEGEND**
- STREET MONUMENT TO BE SET PER TOOELE COUNTY STANDARDS.
 - EXISTING STREET MONUMENT
 - (M-B) MONUMENT TO BOUNDARY
 - (M-M) MONUMENT TO MONUMENT
 - BOUNDARY CORNER MARKER
 - PU&DE

LINE	DIRECTION	LENGTH
L1	S00°00'00"E	3.69

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	25°50'31"	6.77	N12°55'15"W	6.71
C2	60.00	141°41'02"	148.37	S45°00'00"W	113.35
C3	15.00	25°50'31"	6.77	S77°04'45"E	6.71
C4	29.50	90°00'00"	46.34	S45°00'00"W	41.72
C5	29.50	90°00'00"	46.34	N45°00'00"W	41.72
C6	29.50	90°00'00"	46.34	S45°00'00"W	41.72
C7	60.00	52°34'27"	55.06	N00°26'43"E	53.14
C8	60.00	39°55'47"	41.81	N46°41'49"E	40.97
C9	60.00	49°10'48"	51.50	S88°44'55"E	49.93
C10	29.50	90°08'15"	46.41	S45°04'08"W	41.77

DOMINION ENERGY

DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION RIGHT-OF-WAY DEPARTMENT AT 1-800-336-8532.

APPROVED THIS ____ DAY OF _____ A.D. 20__

DOMINION ENERGY
BY: _____
TITLE: _____

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981.

APPROVED THIS ____ DAY OF _____ A.D. 20__

ROCKY MOUNTAIN POWER
BY: _____
TITLE: _____

PREPARED FOR
ADAM NASH

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
2 WEST CENTER STREET
MIDVALE, UTAH 84047 P.O. BOX 352-0075
www.focusnh.com

Scale: 1"=80'
Date: 4/18/2017

Drawn: BP
Job #: 16-163

LAND DEVELOPMENT LLC
4376 SOUTH 700 EAST SUITE 200
SALT LAKE CITY, UT 84107
PH: 801-5801428