PROFESSIONAL SERVICES CONTRACT
FOR
ARCHITECTURAL SERVICES
FOR
Ivins City Fire Station Remodel and Expansion

1. **CONTRACTING PARTIES:** This contract is between the Ivins City, referred to as the CITY and,

   GH Turner Design

   referred to as CONSULTANT.

2. **REASON FOR CONTRACT:** The CITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the CITY with Professional Engineering services as further described in Attachment B.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate 180 days, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of $95,000 for costs authorized by this Contract as further described in Attachment B.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
   Attachment A – Standard Terms and Conditions
   Attachment B – Scope of Services and Fees provided by the Consultant

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT – GH Turner Design		**IVINS CITY**	
By: _____	_____	By: _____	_____
Title:	Date	Title: City Manager Charles Gillette, P.E.	Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the CITY upon request.

2. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the CITY and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized CITY staff. Copies of requested records shall be furnished to the CITY upon request.

3. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the CITY to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the CITY, except as specifically authorized and set forth herein. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the CITY.

4. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the CITY and its officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

   The CONSULTANT is an independent contractor contracted with the CITY. Any periodic plan and specification review or construction inspection performed by the CITY arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

5. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.

6. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the CITY a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the CITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the CITY:

   (a) General Liability and Automobile Liability insurance with a limit of not less than $1,000,000 per occurrence and not less than $2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

   The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

   (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of $1,000,000 per claim and $2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially

available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).

(c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants and the CITY from the loss of said information.

(d) Aircraft Liability in the amount of $1,000,000 per occurrence if aircraft are utilized in connection with this contract.

(e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.

(f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the CITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to provide the CITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 6(a) and 6(d) above are required to be endorsed naming Ivins City as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the CITY.

17. REVIEW AND INSPECTION OF WORK: It is expressly understood and agreed that authorized representatives of the CITY shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.

18. NON DISCRIMINATION PROVISIONS: The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal funds. The CONSULTANT further agrees to furnish reports to the CITY upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

19. OWNERSHIP OF DOCUMENTS: All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the CITY. All documents and data pertaining to work required by this contract shall be the property of the CITY and shall be delivered to the CITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as referenced to in this Contract.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the CITY a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the CITY has a royalty free,

non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

20. ASSIGNMENT AND SUBCONTRACTING: The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the CITY. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the CITY. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

21. DISPUTES: Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the CITY by prior written authorization, will not be paid. The CONSULTANT shall notify the CITY in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages $100,000 or less, exclusive of interest and costs.

22. CLAIMS - DELAYS AND EXTENSIONS: The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The CITY may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The CITY shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.

23. CONSULTANT'S ENDORSEMENT ON PLANS, ETC.: The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the CITY under this contract.

24. CONTRACT MODIFICATIONS: This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT that are not specifically authorized by this contract or by appropriate modification, shall not be paid by the CITY. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

25. TERMINATION: This contract may be terminated as follows:

(a) Mutual agreement of the parties; in writing and signed by the parties.

(b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract. Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the CITY. Written notice of intent to terminate is required and shall specify the reasons supporting termination.

(c) By the CITY for the convenience of the CITY upon written notice to the CONSULTANT.

(d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

26. DESIGN/CONSTRUCTION: The CONSULTANT will utilize all current CITY standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the CITY going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.

27. ELECTRONIC DOCUMENTATION: It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in CITY acceptable electronic formats on one or more CD's.

Computer Aided Drafting and Design acceptable formats are as follows:

(a) Drafting: AutoCAD Civil 3D or AutoCAD Map (.dwg) 2016 or lower.

(b) Survey and Photogrammetry: Survey point files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Raster Images (aerial photos) will be in AutoCAD and GIS compatible formats.

i) Horizontal coordinate systems shall be 1983 North American Datum (NAD 83) State Plane Utah South (FIPS 4303) in U.S. feet and referenced to the monuments listed in the Ivins City Horizontal Control Network.

ii) Vertical datum shall be North American Vertical Datum 1988 (NAVD 88) and referenced to the monuments listed in the Ivins City Horizontal Control Network.

(c) Plotting: Provide (.tif or .jpg) images of each individual plot sheet with engineer's certification and any other required signatures. Provide (.pdf) file for the entire drawing package in a single file unless file size necessitates breaking package into manageable sections.

(d) Contract Documents: Provide in Microsoft Word 2016 (.docx or .doc) or lower. Also provide an Adobe Acrobat version (.pdf) with searchable text except on individual pages that include scanned signatures, stamps, or other certifications.

The CONSULTANT will be responsible for the accuracy of any converted data.

28. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT: Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the CITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the CITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the CITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if a court orders it released.

29. WORK ACCEPTANCE:

(a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the CITY. All work shall be subject to the approval of the CITY through its designated representatives.

(b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan.

30. NO THIRD PARTY BENEFICIARIES: The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.

31. USE OF CITY LOGO: The CONSULTANT will not misrepresent their employees as CITY employees. The CONSULTANT will not use the City logo on business cards for their employees nor use City letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the CITY logo on their business cards stating, "In partnership with Ivins

City" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate Ivins City employees.

32. DUTIES OF THE CITY:

(a) Guarantee Access: The CITY shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.

(b) Prompt Consideration: The CITY shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.

(c) Documents: The CITY shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work.

(d) Services: The CITY will perform standard services relating to this contract

ATTACHMENT B – SCOPE OF WORK AND FEE PROPOSAL

I. PROJECT SUMMARY

GH Turner Design is pleased to submit this proposal for the architectural design of the addition and remodel of the existing Ivins Fire Station. The design will be developed consistently with the conceptual design previously provided by the City.

Note regarding Engineering: This contract is for Architectural Design only. All engineering services (Civil, Structural, MEP, etc.) will be contracted directly by Ivins City. GH Turner Design will coordinate with the City's engineers to integrate their designs into the architectural set.

II. SCOPE OF SERVICES

The scope of work is limited to Schematic Design, Design Development, Construction/Permit Documents (Builder's Set), and limited Construction Administration.

1. Schematic Design (SD)
    - Conduct an initial kick-off meeting with the Owner to review requirements.
    - Conduct regular design meetings as required to advance the project.
    - Generate Schematic Design Documents based on the Owner's program.
    - Produce conceptual color renderings to visualize the addition/remodel.

2. Design Development (DD)
    - Refine the design and execute Design Development documents for detailed Client review.
    - Coordinate with City-contracted engineers.
    - Assistance with the selection of Construction Manager/General Contractor (CM/GC) for the project.
    - Coordinate with CM/GC to design the project to stay within the City's budget by reviewing construction materials, methods of construction, project phasing, and cost estimates.

3. Construction Documents (CD)
    - Prepare 85% complete Construction Documents including drawings and specifications that establish quality, quantity, and levels of materials and systems required for construction. These drawings will be delivered to the CM/GC to produce a preliminary Guaranteed Maximum Price.
    - Prepare final Construction Documents suitable for obtaining building permits from the City ("Builder's Set") and for the City to negotiate a final Guaranteed Maximum Price.
    - Incorporate City-mandated corrections (Plan Check comments) and issue "For Construction" documents.

4. Construction Administration (CA)
    - Note: Scope limited to clarification of documents during construction. (See exclusions regarding negotiation).

Deliverables:
- Standard large-format PDF drawings and specifications (Digital copies only).

III. EXCLUSIONS

The following services are excluded from this agreement and, if required, shall be provided by others or billed as Additional Services:

Consultants & Engineering:
- Civil, Structural, Mechanical, Electrical, and Plumbing (MEP) Engineering.
- Landscape Architecture/Design.
- Interior Design services (FF&E).

- Fire Sprinkler engineering and design (Deferred submittal by Fire Protection Subcontractor).
- Geotechnical investigation and reports (Soils Report).

Administrative & Financial:
- Construction Cost Estimating.
- Construction Contract Negotiation.
- Project Specification Manual (Specs to be on drawings).
- LEED or Green Building certification/documentation.
- Modifications to documents due to changes in scope or budget reductions after approval.

Fees & Off-Site Work:
- City impact fees, permit fees, connection fees, and agency review fees.
- Design of off-site improvements (utility extensions, storm drainage, street improvements).
- Special travel associated with design or project benchmarking.

IV. SCHEDULE

Projected Duration: A minimum of 3 months to complete construction documents for permitting.

Start Date: The schedule commences upon receipt of the signed proposal and approval of Schematic Design drawings.

V. COMPENSATION

Total Fixed Fee: $95,000.00

Reimbursable Expenses:
In addition to the fixed fee, the following will be billed as reimbursable expenses:
- Blueprinting, plotting, and hard-copy reprographics of deliverables.

Billing Schedule (Percent of Total Fee): Invoices will be submitted monthly based on the following progress milestones:

Phase/Milestone	Percentage	Cumulative
Initial Retainer	10%	10%
Schematic Design (Completion)	20%	30%
Design Development (Completion)	40%	70%
Construction Documents (Completion)	25%	95%
Construction Administration (Completion)	5%	100%

VI. LIMITATION OF LIABILITY & TERMS

Conditions:
GH Turner Design shall not be liable for changes in construction costs due to unknown/undiscovered conditions, contractor errors or omissions, or concealed conditions discovered after the delivery of the work product that require additional work.