

STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement is made and entered into by and between San Juan County, a body corporate and politic and legal subdivision of the state of Utah having its principal office located at 117 South Main Street, Monticello, Utah 84535 ("County"), and AJC Architects P.C., a Utah corporation, having its principal office located at 703 East 1700 South, Salt Lake City, Utah 84105 ("Architect"). County and Architect may be referred to collectively as the "Parties" in this Agreement and may be referred to individually as a "Party" in this Agreement.

RECITALS

WHEREAS, County issued a *Request for Proposals for the Public Safety Building Remodel Project Design and Construction Administration Services* for the remodel and addition of the Public Safety Building located at 297 South Main in Monticello, Utah 84535 (the "Public Safety Building") in December of 2023 (the "RFP"), which is attached hereto as Exhibit A;

WHEREAS, Architect submitted a response to the RFP, which is attached hereto as Exhibit B;

WHEREAS, County issued a *Notice of Intent to Negotiate a Contract* to Architect relating to the RFP on February 6, 2024, which is attached hereto as Exhibit C;

WHEREAS, County desires to obtain the services of Architect to, as further set forth in this Agreement, provide the architectural services sought through the RFP, including, but not limited to, provide five sequential design phases for the Public Safety Building: Schematic Design, Design Development, Pricing, Construction Documents and overall Construction Administration. The Architect is also expected to provide the County with assistance in developing the full scope of the construction program and project for the Public Safety Building remodel and addition (the "Project"); and

WHEREAS, Architect has represented to County that it is a competent and experienced Architect and desires to provide the services sought through the RFP.

NOW, based upon the forgoing and for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Architect. The Parties acknowledge, understand, and agree as follows:
 - 1.1. Architect shall perform the Architectural services required under this Agreement accurately and timely, and any necessary changes due to inaccuracy or error by Architect shall be the responsibility of Architect;
 - 1.2. County intends to design and construct using the Construction Manager/General Contractor (CM/GC) alternative for this Project. The County will have a separate agreement with the CM/GC; the Architect is to design the facility and to provide appropriate construction administration services, necessary to ensure that the construction conforms to the drawings and specifications. Both the CM/GC and the Architect are intended to be cooperative and proactive, both participating on the same team with the County;
 - 1.3. Architect acknowledges the relationship of trust and confidence established between Architect and the County by this Agreement. Accordingly, Architect's acts shall be consistent with this relationship. Architect shall further the interest of the County through efficient business administration and management and architectural design;
 - 1.4. The preliminary scope of the Project includes holding a programming meeting to collect complete information derived from the Feasibility Study performed by the Architect and any changes regarding desired size, technology focus, function, and aesthetics of spaces. Architect is expected to reexamine existing spaces with the assistance of the County Design Team, assist in the development of a construction program and project scope, and establish cost estimates for each desired improvement and be qualified in accordance with Utah Code Title 58 Chapter 3A.
 - 1.5. Architect shall provide preliminary site specific information to County, which shall include pre-design evaluation services for the Project and the following five sequential design phases for the Project:
 - 1.5.1. Schematic design;
 - 1.5.2. Design development;
 - 1.5.3. Final Design Phase Services;
 - 1.5.4. Overall Construction Phase/Administration
 - 1.5.5. Post-construction phase services
 - 1.6. Architect shall perform a full complement of professional services for the Project, including, but not limited to, the following:
 - 1.6.1. Evaluate the proposed Project site;
 - 1.6.2. Evaluate County's and Monticello City's requirements regarding the Project;

- 1.6.3. Evaluate federal, state and local requirements and standards, including, but not limited to, Monticello City zoning and other requirements;
- 1.6.4. Prepare and file, with the assistance of County, all required documents to assist in obtaining necessary approvals of all governmental authorities having jurisdiction over the Project
- 1.6.5. Architect's schematic design phase services shall include, but are not limited to, the following:
 - 1.6.5.1. Conduct an updated facility review and evaluation in order to prepare a written needs assessment report building from the Feasibility Study and establish a priority Project list, revise as necessary any base plans, develop schematic design options in 2-D and 3-D, if necessary, and review options with County;
 - 1.6.5.2. Hold programming meetings to collect complete information from any necessary changes from the Feasibility Study regarding desired size, function, and aesthetics of new and renovated spaces;
 - 1.6.5.3. In conjunction with County Design Team, assist in the development of a construction program and Project scope, establishing cost estimates of each desired improvement;
 - 1.6.5.4. Comply with Title 58, Chapter 3a, Utah Code Annotated;
 - 1.6.5.5. Determine the estimated costs of the desired improvements and in sizing the Project;
 - 1.6.5.6. Present schematic design to Monticello City;
 - 1.6.5.7. Provide meeting minutes of discussions and direction;
 - 1.6.5.8. Prepare schematic design drawings and site studies leading to a recommended solution of said requirements and programming, together with a general description of the Project, and a preliminary estimate of construction costs for written approval by County;
 - 1.6.5.9. Assist County in preparing solicitation for CM/GC services including compiling the necessary drawing, specifications, and other project information, reviewing and selecting the most qualified and competent contractor;
- 1.6.6. Architect's design development phase services shall include, but are not limited to, the following:
 - 1.6.6.1. The County, Architect, and CM/GC will work together to resolve problems in the schematic design or in the work. The Architect and County may not issue directions to the CM/GC's subcontractors;
 - 1.6.6.2. Refine and revise design according to feedback provided from schematic design phase (Preliminary design shall include, but is not limited to, space planning and design development);
 - 1.6.6.3. Hold review meetings to review changes with County Design Team and CM/GC to reach consensus on final plans;
 - 1.6.6.4. Provide meeting minutes of discussions and direction;
 - 1.6.6.5. Prepare a construction schedule and prepare appropriate bidding categories and phases. Architect in concert with the CM/GC shall, at the completion of each phase, reevaluate the established schedule and promptly notify County in writing of any actual or anticipated deviation of Architect's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved by the County. Architect shall provide a revised time schedule when so approved;
 - 1.6.6.6. Prepare occupancy loads to be implemented upon completion of construction; and
 - 1.6.6.7. Review commissioning options with County and incorporate appropriate commissioning duties into the plans and specifications;
 - 1.6.6.8. Architect's duties regarding preliminary cost estimates shall include, but are not limited to, the following:
 - 1.6.6.8.1. Prepare projected cash flow schedules for all aspects of the Project; and
 - 1.6.6.8.2. Provide necessary cost estimates to: 1) satisfy purchasing requirements, 2) permit the Architect to perform basic services, and 3) ensure the Project does not exceed the fixed budget;
 - 1.6.6.8.3. At the completion of the Schematic Design, Design Development and Construction Document Phase, the Architect shall prepare a cost estimate in a format agreeable with the County. Each estimate shall include an escalation factor to project the cost to the expected time of bid and a design contingency sufficient to give assurance that construction costs will not exceed the established Construction Budget. Any redesign necessary to bring the project within the established Construction Budget shall be the responsibility of the Architect;
 - 1.6.6.8.4. The CM/GC shall also prepare a cost estimate within three weeks of receipt of the Architect's phase submittal. If the Architect and the CM/GC's cost estimates are not in agreement, the Architect and CM/GC shall thereafter use their best efforts to reconcile the estimates. If the reconciled cost estimate exceeds the established Construction Budget, the CM/GC and Architect shall propose cost reductions acceptable to the County to bring the project within budget. The cost reconciliation and cost reductions, if required, shall be completed within three weeks of the Architect's receipt of the CM/GC's estimate. If the parties fail to reconcile the estimates, the County may designate that the CM/GC's estimate shall be used to establish

the Construction Budget. Any redesign necessary to bring the project within the established Construction Budget shall be the responsibility of the Architect and at the Architect's sole cost. The Architect shall not proceed to the next phase of the work until the cost estimates have been reconciled;

- 1.6.6.9. Architect's duties regarding final design services shall include, but are not limited to, the following:
 - 1.6.6.9.1. Complete final design including, but not limited to, working drawings, specifications, cost estimates, prospective bidders list, approvals (state and local authorities), technical addenda, and clarifications for all elements of each particular project, which may include:
 - 1.6.6.9.1.1. Landscape/Site design;
 - 1.6.6.9.1.2. Structural design;
 - 1.6.6.9.1.3. Architectural design;
 - 1.6.6.9.1.4. Mechanical design;
 - 1.6.6.9.1.5. Electrical design;
 - 1.6.6.9.1.6. Lighting design;
 - 1.6.6.9.1.7. Acoustical design;
 - 1.6.6.9.1.8. Technology design; and
 - 1.6.6.9.1.9. Energy efficiency design (Dependent on Budget); No certification included.
 - 1.6.6.9.2. Include additional drawings such as zoning and code information for permitting, demolition plans, sections, interior and exterior elevations, door and window details, materials and fixtures lists, construction details and general notes;
- 1.6.7. Architect's duties regarding pricing and construction documents shall include, but are not limited to, the following:
 - 1.6.7.1. Architect shall prepare a cost estimate and reconcile the estimate with the CM/GC in accordance with the requirements of Article 1.7.6.8 and shall update the schedule in accordance with Article 1.7.6.5. The final cost estimate prepared for this phase shall include an estimate for each trade as agreed with the County and shall include an itemization of proposed alternates with estimated cost for each. (County understands that neither Architect nor the County approved independent construction cost estimating consultant has control over the price of labor, equipment or materials, or over the selected contractor's method of pricing);
 - 1.6.7.2. Upon completion of subsection 1.7.6. and County's approval of the construction documents for the Project, provide County with electronic versions in PDF of the approved construction documents for distribution to CM/GC, potential bidders, and assist County in conducting pre-bid conferences, appraising proposals, and preparing contracts for construction;
 - 1.6.7.3. The Architect shall submit the following documents to the CM/GC: general conditions and modifications thereto; supplemental conditions; technical specifications; and construction drawings. The CM/GC will then be responsible for putting together the entire document.
 - 1.6.7.4. Architect and its subconsultants shall attend subcontract pre-bid meetings, prepare addenda to be issued by CM/GC, and generally assist County and CM/GC in managing the bid process as requested;
 - 1.6.7.5. Architect shall participate with County and CM/GC in evaluation of the bids;
 - 1.6.7.6. Architect and its subconsultants shall prepare, a conformed set of Construction Documents including all addenda at the conclusion of the Bidding Phase;
 - 1.6.7.7. Obtain final approval for the Project from Monticello City;
 - 1.6.7.8. Prepare and provide a final cost estimate;
 - 1.6.7.8.1. Assist in the development of necessary advertising for bid documentation and distribution;
- 1.6.8. Architect's duties regarding construction phase/administration shall include, but are not limited to, the following:
 - 1.6.8.1. Act as the County's advocate during construction by, among other things, answering CM/GC's or sub-contractors' questions, interpreting construction documents, and assisting with the final product, material and color selections;
 - 1.6.8.2. Assist CM/GC in obtaining building permit;
 - 1.6.8.3. Provide on-site observation and supervision of construction, including supervision and site visits, as necessary, during the entire construction period, and ensure work is being performed in accordance with the applicable contract documents;
 - 1.6.8.4. Continually monitor and update construction, construction draw requests, and occupancy load;
 - 1.6.8.5. Render interpretations of the requirements of the Contract Documents necessary for the proper execution or progress of the Work with such reasonable promptness so as not to cause a delay in the Work;
 - 1.6.8.6. Provide to County copies of all written communications of any kind or nature whatsoever that Architect provides to CM/GC. Such copies shall be provided to County at the same time such communication is provided to CM/GC;

- 1.6.8.7. Review, approve or otherwise take appropriate action upon CM/GC's submittals, including written requests for information ("RFI's"), substitution requests, design build submittals, layout drawings, coordination drawings, shop drawings and submittals of product data, materials, equipment, tests, procedures and inspections. Architect's action shall be taken with such reasonable promptness so as to cause no delay in the Work. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems designed by CM/GC or subcontractors. Architect's review shall not constitute approval of safety precautions programs, or, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component;
- 1.6.8.8. Review CM/GC's progress schedules and monthly updates for conformance with the Contract Documents, and promptly notify County of deviations and noncompliance;
- 1.6.8.9. Attend any change order meetings convened for purpose of reviewing proposed changes in the Work. Prepare necessary documents for changes in the Work including cost estimates and reasons for change, analyze CM/GC cost breakdown and recommend in writing a disposition of proposals from CM/GC. Revise construction documents with each approved change to produce a conformed record document;
- 1.6.8.10. Determine and certify the amount owing to CM/GC, based on Architect's observations and evaluation of CM/GC's Application for Payment. Architect's certification for payment shall constitute a representation by Architect to County, based on Architect's observations at the site, a review of CM/GC's progress schedule(s) and on the data comprising CM/GC's Application for Payment, that the Work has progressed to the point indicated and that, to the best of Architect's knowledge, information and belief, the quality of the Work is in accord with the CM/GC Contract Documents and any specific qualifications stated in the Application and Certification for Payment; and that CM/GC is entitled to payment in the amount requested. By certifying an Application for Payment, Architect shall not be deemed to represent that any examination has been made to ascertain how and for what purpose CM/GC has used the moneys paid on account of the contract sum;
- 1.6.8.11. Attend virtual weekly Progress Meetings, and the following on site meetings:

ajc architects 16 site visits + 2 punch list site visits	18 total
Civil: 4 site visits during CA	4 total
Structural: 2 site visits during CA	2 total
Mechanical: 3 site visits during CA + 2 Punch Lists	5 total
Electrical: 3 site visits during CA + 2 Punch Lists	5 total
Landscape: 2 site visits during CA	2 total

Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and, except as otherwise provided in this Agreement, shall not be responsible for CM/GC's failure to carry out the Work in accordance with the Contract Documents;

- 1.6.8.12. Establish with the County a mutually satisfactory schedule for site visits, by Architect and its subconsultants, for the purpose of becoming familiar with the progress and quality of the work completed and determine if the Work being performed is in a manner indicating that when completed will be in accordance with the Contract Documents. Submit to the County and the CM/GC written site observation reports on all site visits within seven (7) calendar days if required;
- 1.6.8.13. Architect shall at all times endeavor to discover and guard County against defects and deficiencies in the Work of the CM/GC, but it is understood that Architect does not guarantee the performance of the CM/GC. Whenever Architect considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, Architect shall promptly advise County of Work which does not conform to the Contract Documents. The Architect shall not issue directions to the CM/GC and its subcontractors;
- 1.6.8.14. Architect shall advise County of the need for special testing or inspection of any work. Architect may authorize, subject to prior approval of County, special testing or inspection and if requested by County, shall review billings submitted to County by the special inspection and testing services;
- 1.6.8.15. Prepare change order requests, and receive County approvals;
- 1.6.8.16. Review shop drawings and submittals and expedite review process;
- 1.6.8.17. Prepare as-built drawings and record and review operating and maintenance manuals, warranties, guarantees, and Project directories;

- 1.6.8.18. Ensure that all construction is completed as specified by the construction documents and meets all codes and regulations of agencies having jurisdiction;
- 1.6.8.19. Provide review and coordinate Project commissioning, including, but not limited to, mechanical, electrical, and building envelope;
- 1.6.8.20. Provide corrective or completion punch lists, coordinate final inspections, and recommend acceptance and occupancy;
- 1.6.8.21. Assist County in administering the applicable construction contract(s) to ensure that the services performed are consistent with the applicable construction contract(s);
- 1.6.8.22. Guard County against, and notify County in writing of, defects or deficiencies in the products and services relating to the Project
- 1.6.8.23. Assist County with selection and procurement of furniture, fixtures and equipment;
- 1.6.9. Architect's duties regarding post-construction phase services shall include, but are not limited to, the following:
 - 1.6.9.1. Facilitate/require training sessions for appropriate employees regarding the operation and maintenance of technical equipment;
 - 1.6.9.2. Provide follow-up and call-back services for the duration of the longest warranty period covered by a contractor on the Project;
 - 1.6.9.3. Architect and its subconsultants shall conduct final inspection and prepare check lists of corrective items, make re-inspections confirming corrective work is complete, recommend the date or dates of Substantial Completion and recommend Final Acceptance of the Project based on the Architect's Scope of Work and CM/GC's compliance with the Contract Documents;
 - 1.6.9.4. Conduct post-occupancy walk-throughs to address Project issues prior to expiration of applicable warranties;
 - 1.6.9.5. Review and/or approve and deliver to County releases enabling full and unrestricted use of the Work and access to services and utilities including occupancy permits, operating permits and similar releases, warranties and bond manuals and operation and maintenance manuals and written guarantees, and instructions from the CM/GC as required by the Contract Documents;
 - 1.6.9.6. Architect and its sub-consultants shall correct the original Construction Documents to conform to the CM/GC's Project Record documents incorporating all as-built changes in the Work, including utilities, made during construction and provide same to County within two (2) months of Final Completion of the Project. Record drawings and specifications shall be submitted to County on a CD/DVD in CAD and/or PDF format; and
 - 1.6.9.7. Provide a digital copy of CAD or other approved format of files and all construction documentation to County, including, but not limited to, submittals, meeting minutes, warranties, and operation and maintenance manuals.

2. County. The Parties acknowledge, understand, and agree as follows:

- 2.1. County will schedule and arrange meetings, as necessary, involving Architect, County Design Team, CM/GC, sub-contractors, city representatives, County staff, and other parties involved in the Project;
- 2.2. County will give prompt attention to all sketches, estimates, working drawings, specifications, proposals and other documents presented by Architect and inform Architect of decisions, in writing, within a reasonable time.
- 2.3. County will obtain and contract with a commissioning agent to assist in design and testing if the budget allows; and
- 2.4. County will seek proposals from contractors to perform services applicable to the Project.

3. Deadlines. The Parties acknowledge, understand, and agree that Architect will complete and deliver to County:

- 3.1. The programming and space planning documents within 60 calendar days of the date that this Agreement is last signed by one of the Parties;
- 3.2. The remaining schematic design phase within 75 calendar days of the date that Program Verification is approved by one of the Parties;
- 3.3. The design development phase documents within 60 calendar days of the date that SD Documents are approved by one of the Parties;
- 3.4. All working drawings and specifications provided for in the construction document phase within 75 calendar days of the date that DD Documents are approved by one of the Parties.

The County will provide reasonable deadline extensions for delays in Architect's services that are not caused by Architect.

4. Termination. This Agreement may be terminated by any one or more of the following:

- 4.1. By either Party after any material breach of this Agreement;
- 4.2. By the mutual, written agreement of the Parties;

- 4.3. By County:
 - 4.3.1. If Architect engages in or permits any unlawful or disruptive conduct or any activity not permitted by applicable law, regulation, ordinance, this Agreement, or the policies of the County; and
 - 4.3.2. If Architect fails to immediately cease such conduct or activity after notification by law enforcement, County, or otherwise;
- 4.4. By County, due to County's dissatisfaction with any of Architect's work/services under this Agreement, ten calendar days after County has sent, by mail, Architect a written notice of termination of this Agreement;
- 4.5. By County if County, for any reason, is unsatisfied with Architect's insurance, ten calendar days after County has sent, by mail, Architect a written notice of termination of this Agreement;
- 4.6. By County, without cause, thirty calendar days after County has sent, by mail, Architect a written notice of termination of this Agreement; or
- 4.7. As otherwise set forth in this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO A LEASE REVENUE BOND PROVIDED BY THE STATE OF UTAH PERMANENT COMMUNITY IMPACT FUND BOARD PROGRAM IN ADDITION TO GRANT FUNDING RECEIVED FROM THE SAME SOURCE SUBJECT TO REIMBURSEMENT OF COUNTY FUNDING EXPENDITURES FIRST.

5. Payment.

- 5.1. County will pay and Architect will accept a sum not to exceed:
 - Fee Proposal for Design and Construction Administration \$1,350,000
 - Fee Based on: Single Bid Package
 - Construction Budget of \$17,984,704
 - Fee to be adjusted if construction budget increases.
- 5.2. Form Fee Proposal
 - Schematic Design Phase Services \$ 243,000
 - Design Development Phase Services \$ 297,000
 - Final Design Phase Services \$ 567,000
 - Bidding and Award \$ 40,500
 - Construction Administration \$ 202,500
 - Grand Totals: \$ 1,350,000

Exclusions:

Energy Modeling N/A Not included in Architects fee proposal but can be provided as an additional service.
 Photo Voltaic Design N/A Not included in Architects fee proposal but can be provided as an additional service.
 FFE N/A Not included in Architects fee proposal but can be provided as an additional service.
 Fire Suppression Design N/A It is anticipated this to be a deferred submittal by the GC
 Systems Commissioning by the County
 Envelope Consultant by the County
 Site Survey by the County
 Geotechnical Investigation Report by the County
 Fire Flow Testing by the County.

All review documents will be provided to the County electronically. Hard copies as requested will be invoiced directly as a reimbursable expense at cost.

*If construction estimate is higher, we will adjust the fee to be **7.5%** of the construction estimate as determined during the final Construction Document Design Phases.

- 5.2.1. If the Project is canceled, suspended (for a period longer than 120 days), or ceased prior to completion, County will pay Architect for those products provided and services performed by Architect through the date of cancellation, suspension, or cessation.
- 5.2.2. Architect shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by County to Architect.
- 5.2.3. Architect shall pay any and all subcontractors, material providers, jobbers, or any other entity providing materials, personnel, work, equipment, utilities or otherwise to Architect relating to this Agreement.
- 5.2.4. Architect shall disclose its tax identification number to County before a check or payment will be made by County to Architect. County will disclose that number only as required by applicable federal and state law.

- 5.3. The payments from County to Architect under this Agreement shall be as follows:

Phase No. 1 – Program Verification and Schematic Design Phase	18%
Phase No. 2 – Design Development Phase	22%
Phase No. 3 – Final Design Services–Bidding	42%
Phase No. 4 – Award or Abandonment of Construction Contract Phase	3%
Phase No. 5 – Pre and Post Construction Phase Services including FF&E assistance	15%

Architect will proceed with phases 4, and 5 only upon County's written request to proceed.

County will pay Architect on a monthly basis for services completed by Architect upon Architect's presentation of an itemized billing to County showing the services performed. Payment by County to Architect will be at the rates listed in Exhibit B.

- 5.4. Upon completion of all required work or a specified portion thereof, the Architect shall submit to County an invoice for payment.
- 5.5. Following receipt of Architect's invoice and upon certification by County that the specified work has been completed, County will pay Architect within thirty (30) days of County's certification.
- 5.6. Partial or progress payments, if any such are made, will not relieve Architect of performance or obligations under this Agreement, and such payments should not be viewed as approval or acceptance of work performed.
- 5.7. County may withhold payments from Architect to protect County from loss due to:
 - 5.7.1. Defective work not remedied;
 - 5.7.2. Liens or claims filed or reasonable evidence of probable filing;
 - 5.7.3. Architect's failure to promptly pay subcontractors or suppliers for services, labor, or materials accepted by Architect;
 - 5.7.4. Damage to another contractor; or
 - 5.7.5. Failure to perform.
6. **Deliverable Instruments.** Deliverable Instruments as used in this Agreement shall mean the drawings, specifications, addenda, attachments, calculations, manuals, reports, official Project meeting minutes, Project observation reports and all other information, regardless of medium, identified in and required to be delivered or submitted to the County under this Agreement.
 - 6.1. Deliverable Instruments are the sole property of County, and County shall have unlimited rights in all Deliverable Instruments, including, but not limited to, use, re-use, modification, and transferability.
 - 6.2. Architect, for a period of three years after completion of the Project, agrees to furnish to County and to provide County access to all Deliverable Instruments upon County's request.
 - 6.3. Record drawings on PDF and AutoCAD or other approved digital media versions of all record drawings shall be delivered to and approved by County before final payment is made by County to Architect. All Deliverable Instruments shall be of the dimensions agreed to in advance by the Parties. Architect agrees to deliver with the Deliverable Instruments, copies of the Project design bases, assumptions, and data used for all services under this Agreement.
7. **Warranties.** Architect warrants to County that all services performed by Architect under this Agreement will:
 - 7.1. Be of reasonable quality, free from faults and defects;
 - 7.2. Conform with reasonable professional architectural standards for projects similar to this Project; and
 - 7.3. Satisfy all laws, regulations, and rules applicable to the Project.
8. **Default.** If either Party defaults in the performance of this Agreement, the defaulting Party shall pay all costs and expenses, which may arise or accrue from enforcing this Agreement, or from pursuing any remedy provided hereunder or otherwise provided by law or equity.
9. **Change Orders and Work Directives.**
 - 9.1. Changes or adjustments to this Agreement consisting of additions, deletions, or other revisions which increase the compensation, extend the time, or change the scope of the services under this Agreement may be authorized only by authorized representatives of the Parties and by completed change orders. All change orders shall be on a form, approved by County, signed and approved by authorized representatives of the Parties, and shall be performed under the applicable conditions of this Agreement.
 - 9.2. Changes or adjustments to this Agreement that do not increase the compensation, extend the time, or change the scope of the services under this Agreement may be authorized by a work directive and authorization form, approved by County.
10. **Insurance.** Prior to the commencement of this Agreement and for the duration of this Agreement, Architect agrees to obtain and maintain, at Architect's expense, the following types of insurance:

- 10.1. A valid occurrence form commercial general liability insurance policy with minimum limits as follows:
 - 10.1.1. Each occurrence - \$1,000,000.00;
 - 10.1.2. Medical exp. (Any one person) - \$5,000.00;
 - 10.1.3. Personal and adv. injury - \$2,000,000.00;
 - 10.1.4. General aggregate - \$2,000,000.00; and
 - 10.1.5. Products – Comp/Op aggregate - \$2,000,000.00;
- 10.2. A valid professional liability insurance policy with minimum limits as follows:
 - 10.2.1. Per claim - \$1,000,000.00;
 - 10.2.2. Aggregate - \$2,000,000.00;
- 10.3. A valid insurance policy against loss or damage to drawings, specifications, and other documents prepared by Architect for the Project;
- 10.4. A valid automobile liability insurance policy that satisfies the minimum amounts required by applicable Utah law; and
- 10.5. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by law. If any proprietor, partner, executive, officer, member, or otherwise is excluded from the Workers Compensation and Employers' Liability insurance policy, Service Provider shall provide County with the applicable state issued waiver relating to any and all proprietors, partners, executives, officers, members, or otherwise of Service Provider where the Workers Compensation and Employers' Liability insurance has been waived.

For the duration of this Agreement, County may request Architect to provide County with valid certificates that satisfy these insurance requirements. If Architect fails to provide County with a valid certificate that satisfies these insurance requirements within two (2) business days of County's request, County may immediately terminate this Agreement.

11. **Notices.** All notices required or permitted under this Agreement will be in writing and will be delivered personally, by a nationally recognized overnight courier, or sent by United States mail to the addresses below. Notices will be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three (3) business days after deposit in the United States mail, if mailed. The addresses of the Parties shall be:

If to County:

San Juan County
Attn: Chief Administrative Officer
117 South Main Street, PO Box #9
Monticello, Utah 84535

If to Architect:

AJC Architects P.C.
Attn: Jill A. Jones, AIA, LEED AP, BD+C
703 East 1700 South
Salt Lake City, UT 84105

12. **Indemnification.** Architect, for itself, and on behalf of its officers, officials, employees, agents, and representatives (collectively "Architect's Representatives"), agrees to indemnify County, and County's officers, officials, employees, agents, and representatives, (collectively "County's Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, and (collectively the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement (excluding County and County's Representatives' conduct) or the acts or omissions, negligent or otherwise, of Architect or Architect's Representatives, whether or not the Claims are known or unknown, or are in law or equity. No term or condition of this Agreement, including insurance required under this Agreement, may limit or waive any liability Architect may have under this section.
13. **Independent Contractor.** The Parties intend that an independent contractor relationship will be created by this Agreement. County is interested only in the results to be achieved under this Agreement. The conduct and control of the services will lie solely with Architect. Architect is not an agent or employee of County for any purpose, and the employees of Architect are not entitled to any of the benefits that County provides for County's employees. County will not use Architect exclusively. Architect is free to contract for similar services to be performed for others while performing services under this Agreement. Architect has no authorization to bind County to any agreement.
14. **Public Information.** This Agreement and all documents or records regarding, concerning, or relating to this Agreement, unless they are private, controlled, protected or otherwise exempt pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their express permission to allow disclosure of such records that are required to be disclosed by law.
15. **Conflict of Terms.** In the event of any conflict between the terms of this Agreement and any documents referenced in this Agreement, including exhibits or attachments, this Agreement shall control.
16. **Assignment Restricted.** The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of the Parties.

17. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full-bargained-for benefit under the terms of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
18. Relationship of the Parties. The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other Party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other Party, or to bind the other Party in any manner.
19. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
20. Choice of Law and Jurisdiction. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principles. The Parties irrevocably agree that the courts located in San Juan County, Utah (or Salt Lake City, Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. Any Party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
21. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
22. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
23. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
24. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

25. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.
26. Time of Essence. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.
27. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
28. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

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



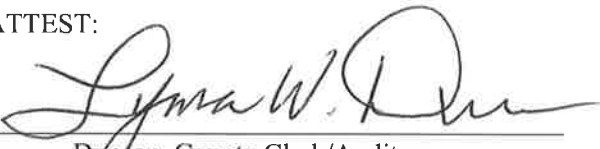
SAN JUAN COUNTY	AJC ARCHITECTS P.C.,
	
By: _____ Jamie Harvey, Chairperson San Juan County Board of County Commissioners	By: _____ Jill A. Jones, AIA LEED AP BD+C President, ajc architects
Date: <u>3/5/24</u>	
ATTEST:	Date: <u>March 4, 2024</u>
	
Lyman Duncan, County Clerk/Auditor	
Date: <u>3/6/24</u>	

EXHIBIT A

(The RFP)

EXHIBIT B

(ARCHITECT'S PROPOSAL)

EXHIBIT C

(Notice of Intent to Negotiate A
Contract)