

Date: August 12, 2025

To: Weber County Board of County Commissioners

From: Scott Mendoza
Community Development Department

Agenda Date: August 19, 2025

Subject: Request for approval of an agreement by and between Weber County and MHTN Architects, Inc. for Weber Center renovation feasibility study services.

Attachment(s): A – Weber Center Renovation Feasibility Study Agreement

Summary:

Weber County is interested in identifying opportunities associated with updating the Weber Center's exterior and renovating some areas within the existing building. To identify opportunities, a study will take place that considers improving: 1) the public's experience and customer service by making county offices easier to access; 2) wayfinding; 3) office layouts that can lead to organizational efficiency and enhanced safety; and 4) the Weber Center's interface with a parking structure that will be constructed in the future. The study will also explore ways to reduce operating/maintenance costs and needs.

MHTN Architects will lead all workshops and meetings and will develop a final feasibility study report to document findings, recommendations, options, phasing, and cost estimates.

The cost of the study is \$48,790 and it is anticipated to take approximately 16 weeks to complete.



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect for a Feasibility Study

AGREEMENT made as of the Fifth day of August in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Weber County
2380 Washington Blvd # 320
Ogden, Utah 84401
Telephone Number: (801) 399-8765

and the Architect:

(Name, legal status, address and other information)

MHTN Architects, Inc.
280 South 400 West, Suite 250
Salt Lake City, Utah 84101
Telephone Number: (801) 595-6700

for the following Project:

(Name, location and detailed description)

Weber Center Renovation Feasibility Study
Ogden, Utah
Provide a study of the existing conditions of Weber Center to understand its potential connectivity with Weber Crossing development and outline recommended changes with associated phasing and costs of the Project.

MHTN Project No.: 2024580

The Owner and Architect agree as follows.

Assumptions:

Architectural services are based on the following assumptions. In the event of any ultimate facts or events differ from such assumptions, architectural services, schedule, and compensation shall be adjusted accordingly.

- The schedule for this feasibility study will be 3-4 months (August - November) to synergize with the development of the Weber Crossing project, and to allow for review with Weber County elected officials and other stakeholders.
- Work will commence upon approval of this proposal by Weber County and a contract being drafted and agreed upon between MHTN and the County.
- Scott Mendoza will serve as the primary point of contact for the project with the architecture and interior design team.
Ryan Wallace will serve as principal-in-charge, Joe Milillo as project manager, Alejandra Castillo and Julie Braam will lead programming and design efforts.
- Weber County will provide existing drawings or other resources about building construction, maintenance, spatial allocations, and operations.

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.

Attachment A

2 of 5

Scope of Work:

1. Confirm existing conditions information to be provided by Scott Mendoza, interview key stakeholders as directed by Weber County Project Manager, and review spatial assignments as provided.
2. Analyze & understand any anticipated future growth within the County (from Weber County sources) resulting in added space needs at the Weber Center. Bi-weekly meetings are anticipated throughout the duration of the project, up to eight (8) meetings total, blended between virtual and in-person as necessary.
3. Study and analyze the sectional potential of connections from the proposed parking garage across the paseo to Weber Center to understand physical connections for intuitive, comfortable, safe access and adjacency between the facilities.
4. Explore potential programmatic synergies across projects based on findings for program level needs for the Weber Block.
5. Planning-level analysis of relevant structural, mechanical, and electrical building systems for feasibility of any recommended potential renovations or reconfigurations resulting from the feasibility study.
6. Analyze and make recommendations pertaining to signage & wayfinding within the Weber Center and for integration with the rest of the Weber Crossing redevelopment project
7. Analyze potential reconfiguration of the eastern façade of the Weber Center for synergies with the Weber Crossing paseo area.
8. Provide planning level cost opinions and project prioritization phasing recommendations with likely schedule durations.
9. Provide two (2) renderings, one (1) interior and one (1) exterior and concept plans.

Deliverables:

1. Plan to present updates on process, findings, and recommendations to elected County Leadership as directed by County project manager, up to two meetings anticipated with elected officials.
2. Using existing drawings, site observation, and interviews with stakeholders, MHTN will analyze and develop an Existing Space Inventory to identify current spatial allocation in the form of a report for review by the County.
3. MHTN will develop a feasibility study report to document findings, recommendations, options, phasing, and cost for review by the County.

Reimbursable Expenses:

This proposal includes all printing involved in Owner review process if printed versions are preferred. Travel to Ogden is included in the aforementioned fee based on the assumption of up to 8 trips (75 miles round trip - 600 miles total at .70 cents per mile= \$420.) Any other unanticipated Reimbursable Expenses will be coordinated with the owner and billed monthly at 1.1 times their cost.

Exclusions:

The feasibility study will identify which, if any, of the following services will be necessary for later design phases, but these are excluded from this current proposal:

- Survey, Geotechnical
- Special Inspections
- Hazardous Material Fee
- Asbestos Abatement
- Plan Check
- Permit Fees
- Building scan

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. 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. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

§ 1.1 Based upon the Feasibility Study, the Architect shall develop documentation which shall give the Owner an estimate of the project scope, cost, and schedule, and provide other documents appropriate for the Project (scope of work provided on page 1.) The Architect will assist with filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. During the Feasibility Study, the Owner shall furnish consulting services not provided by the Architect but required to conduct the study.

ARTICLE 3 USE OF DOCUMENTS

Documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Feasibility Study, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants the Owner a license to use the Architect's Instruments of Service for the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice at any time for any reason. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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.

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.

The parties shall share the mediator's fee and any filing fees equally. 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.

Attachment A

4 of 5

If the parties do not resolve a dispute through mediation pursuant to this section, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

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 the Architect.

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.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Lump Sum Fee of Forty-Eight Thousand Seven Hundred Ninety Dollar and Zero Cents (\$48,790.00)

The Owner shall pay the Architect an initial payment of (\$) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and a half percent (1.5 %) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond four (4) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

If an event or circumstance beyond the Architect's reasonable control occurs, including, without limitation, an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of the Architect, whether similar or dissimilar to any of the foregoing, that cause the Architect delays or to incur additional expenses ("Force Majeure Event"), Architect shall be entitled to (1) a reasonable extension of time as determined by Architect in its sole discretion, and (2) additional fees and costs equal to those incurred by Architect as a result of the Force Majeure Event. Moreover, the occurrence of a Force Majeure Event shall suspend the work product delivery obligations (as to timeliness only) of Architect and any of its subconsultants if performance is delayed or prevented by a Force Majeure Event.

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

Weber County Commission

Sharon Bolos, Chair of the Board
(Printed name and title)



MHTN Architects, Inc (Signature)

Peggy A. McDonough, President
(Printed name, title, and license number, if required)

Init.

Attachment A
5 of 5

MHTN Architects, Inc.
Hourly Billing Rates January 1, 2025 through December 31, 2025
Hourly rates will be revised at the first of every calendar year.



Administrative Staff.....	\$125
Architectural Drafter.....	\$135
Senior Architectural Drafter	\$150
Community Planner	\$145
Associate Landscape Architect	\$135
Landscape Architect.....	\$170
Senior Landscape Architect	\$185
Illustrator.....	\$165
Graphic Designer.....	\$170
Entry Level Interior Designer.....	\$130
Intermediate Interior Designer.....	\$165
Senior Interior Designer	\$185
Specification Writer	\$190
Architectural Associate 1	\$140
Architectural Associate 2.....	\$160
Architectural Associate 3.....	\$180
Architect 1.....	\$185
Architect 2.....	\$200
Architect 3.....	\$210
Project Manager/Team Leader.....	\$205
Senior Project Manager/Team Leader	\$215
Director	\$220
Associate Principal	\$235
Principal.....	\$260
Principal & Vice President.....	\$275