

Date: May 2, 2023
To: Weber County Board of County Commissioners
From: Scott Mendoza
Community Development Department

Agenda

Date: May 9, 2023

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

Attachment(s): A – Weber County Center “Phase 1” Preliminary Facility Redevelopment Feasibility Study Agreement

Summary:

Weber County is interested in identifying opportunities associated with renovating the existing Weber Center 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; 4) sustainability; 5) resiliency; and 6) the Weber Center’s presence in the downtown area. The study will also explore ways to reduce operating/maintenance costs and needs.

EDA Architects will lead all workshops and meetings, and will produce the study with assistance from other consultants such as ARW Engineers (structural engineering), Design Workshop (urban planning), and Construction Control Corp. (construction cost estimating).

The goal of the study is to create an overall architectural and site development concept. More specifically, the deliverables will consist of: 1) identification of overall county goals associated with the project; 2) Autodesk REVIT developed base plans that can be used in future design and documentation efforts; 3) a preferred design concept for both the site and building with preliminary floor plans and three dimensional renderings; 4) a project development schedule; 5) a project cost estimate; and 6) a final study document and presentation of findings and recommendations.

The cost of the study is \$56,340 and it is anticipated to take approximately 12 weeks to complete.

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AGREEMENT FOR WEBER COUNTY CENTER “PHASE 1” PRELIMINARY FACILITY REDEVELOPMENT FEASIBILITY STUDY

This Agreement for the Weber County Center “Phase 1” Preliminary Facility Redevelopment Feasibility Study (“Agreement”), effective as of the date of the last signature below, is entered into by and between Weber County (“County”) and EDA Architects Inc. (“EDA”), a Utah business located at 9 Exchange Pl., Ste. 1100, Salt Lake City, UT 84111, collectively referred to as the “Parties”.

RECITALS

WHEREAS, the County desires to obtain a study that can identify opportunities and provide recommendations associated with renovating the existing Weber Center Building (also referred to as “Building”) and redeveloping the existing Weber Center site to meet the County’s long-term operational, organizational, and public service goals; and

WHEREAS, EDA and its contributing subcontractors are in the business of providing such studies that evaluate architectural character, work place environment, operational and maintenance criteria, sustainability, and resiliency; and

WHEREAS, EDA is uniquely suited to lead this project because EDA will utilize and expand upon its knowledge gained during a previously completed County Building Test-Fit Study and a County department space needs assessment, and an ongoing Weber Center Parking Structure Feasibility Study; and

WHEREAS, a complete feasibility study will aid in making decisions related to Building renovation and site redevelopment;

THEREFORE, in consideration of the mutual promises and covenants contained herein, EDA shall provide certain preliminary Building renovation and site redevelopment feasibility study services, pursuant to the following terms:

ARTICLE I

Services and Consideration

Section 1.01 EDA’s Services. During the term of the Agreement, EDA shall provide to the County the services described in the “Weber County Center “Phase 1” Preliminary Facility Redevelopment Feasibility Study” fee proposal, which is contained in Exhibit A of the Agreement. Such services include but are not limited to creating base-level building plans of the

Attachment A

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existing Building, steering committee meeting facilitation, study and delivery of conceptual Building and site drawings, structural engineering, cost estimating, construction schedule, and project recommendation services. The resultant deliverables, described in Exhibit A of the Agreement, shall be the property of the County.

Section 1.02 Consideration for EDA's Services. In consideration for EDA's performance under the Agreement, the County shall pay EDA \$56,340.00. EDA may periodically request payment in an amount that is equal to, but does not exceed, the actual amount of work completed.

Section 1.03 Restrictions on the Use of County-provided Information. EDA may not disclose County-provided information that is deemed confidential by the County.

ARTICLE II

Other Terms and Conditions

Section 2.01 Term. The term of the Agreement shall be six (6) months, beginning on the effective date. The term of the Agreement may be extended by written mutual agreement of the Parties.

Section 2.02 Termination. The Agreement may be terminated at any time by either Party, by giving written notice to the other Party. Upon termination of the Agreement, neither Party is obligated to engage in future transactions with the other Party, including transactions related to further study or renovation of the Building or the site. If the Agreement is terminated before EDA's services are completed, EDA shall immediately stop performing services under the Agreement, and the Parties shall negotiate a payment amount that equitably reflects the work actually performed by EDA before the termination.

Section 2.03 Relationship of EDA to the County. For purposes of this Agreement, EDA's relationship to the County is that of an independent contractor providing services in exchange for valuable consideration.

Section 2.04 Applicability of GRAMA. Weber County is subject to the Government Records Access and Management Act (GRAMA). As such, the County cannot guarantee the confidentiality of information it receives from EDA if such information is required to be disclosed under GRAMA.

Section 2.05 Indemnification. EDA shall indemnify and hold harmless the County, its officers, employees, and agents against any and all liability, loss, expense (including reasonable attorney's fees), and claims arising out of the negligent acts, errors, or omissions of EDA.

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The County shall indemnify and hold harmless EDA, its officers, employees, and agents against any and all liability, loss, expense (including reasonable attorney's fees), and claims arising out of the negligent acts, errors, or omissions of the County.

This clause shall survive termination and shall not be subject to the statute of limitations underlying the alleged act or omission if the putative plaintiff is not subject to such statute. This section inures only to the Parties and their officers, agents, and employees; does not create a third-party beneficiary agreement; and may not be asserted by anyone other than the Parties.

Section 2.06 Insurance Requirements. EDA, at its own cost, shall secure and maintain during the term of the Agreement, including all renewal and extension terms, the following minimum insurance coverage:

Commercial General Liability (CGL) insurance with contractual liability coverage to cover EDA's obligations under the Indemnification section of the Agreement, in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate. The policy(ies) shall protect EDA, any subcontractor, and the County under the contractual liability coverage from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from EDA's operations under the Agreement, whether performed by EDA itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. The policy(ies) shall be primary and noncontributory to any other policy(ies) or coverage available to the County whether such coverage be primary, contributing, or excess. If the CGL coverage is provided on a claims-made basis, EDA shall maintain such policy(ies) of insurance for no less than four years after termination of this Agreement.

Liability limits for all required coverage may be secured and maintained utilizing a single policy or multiple policies of primary and excess or umbrella coverage.

Section 2.07 Governing Law. The Agreement shall be governed and interpreted according to the laws of the State of Utah.

Section 2.08 Amendments. The Agreement may not be enlarged, modified, or altered, except in writing, signed by the Parties.

Section 2.09 Assignment. Neither Party may assign, transfer, or contract for the obligations to be performed under the Agreement without prior written approval of the other Party.

Section 2.10 Integration. The Agreement constitutes the entire agreement between the Parties, and no other statement, whether written or oral, shall be deemed a part of the Agreement unless specifically incorporated by reference herein. The Agreement supersedes all other agreements, negotiations, or understandings between the Parties.

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Section 2.11 Severability. If any provision of the Agreement is held invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement.

Section 2.12 Authorization of Signers. The individuals signing the Agreement are duly authorized representatives of their respective Party and are lawfully enabled to sign this Agreement on their Party's behalf.

EXECUTION

OWNER:

EXECUTED this _____ day of _____, 2023.

Board of County Commissioners of Weber County

By: Gage H. Froerer, Chair

Commissioner Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

EDA Architects, Inc.

By: _____



Printed name:

Title:

Date:

Exhibit A

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WEBER COUNTY CENTER

Weber County Center "Phase I" Preliminary Facility Redevelopment
Feasibility Study

PROJECT UNDERSTANDING & OVERVIEW

Project Understanding and Summary:

EDA will evaluate opportunities to redevelop the existing Weber County Center facility to meet Weber County's longterm operational and organizational goals. This feasibility study will expand upon knowledge gained during previously completed Weber County Center feasibility studies as well as knowledge gained with the ongoing Weber County Center Parking Garage Feasibility Study.

Primary considerations that this study will focus on include:

1. How to best create a prominent unified public building entrance that serves both 24th street and off street parking, and improves the overall presence of the building within the community.
2. Reorganizes public circulation within the building to improve wayfinding both vertically and laterally.
3. Locates county departments which have extensive public engagement so that they are close to the new public entrance.
4. Optimizes locations and layouts of all departments within the building. In addition to ease of public access noted in Item 3, adjacency, departmental growth and similar needs will be addressed.
5. Evaluate the building skin to improve access to daylight and views and improve the overall "presence" of the building within the community.
6. Identify best practices and guiding principles that will be incorporated into the overall building redevelopment. Guiding principles may include but are not limited to:
 - a. Defining the architectural image or character of the building.
 - b. Qualities of the work place environment which will best attract and retain high quality employees.
 - c. Operational and maintenance criteria that will guide development of the new facility.
 - d. Sustainability and resiliency goals
7. All proposed improvements will consider opportunities to facilitate and encourage future development on the block.

DELIVERABLES

Deliverables:

Develop an overall architectural and site development concept. This phase would include the following deliverables:

WORKPLAN

- Base plans in REVIT that can be used for subsequent design and documentation efforts
- A preferred design concept for both the site and building with preliminary floor plans and three dimensional renderings
- Identify overall county goals associated with the project - sustainability, operational longevity and Durability, other county goals and priorities
- Project cost estimate (range of magnitude)
- Project development schedule
- Next steps recommendation

Exhibit A

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WORK PLAN

Work Plan:

Base Plans: The first priority will be for EDA to gather existing documents including as built drawing of the 1990's era Weber Center addition and remodel. EDA will create baseplans of the existing facility which shall guide our architectural planning efforts.

EDA will work with the County's steering committee to develop design concepts for the redevelopment of the Weber Center. We anticipate developing up to three preliminary design concepts for review with the County to identify a preferred plan, which will be developed further. This is not a full schematic design effort but rather a conceptual design that generally locates key building elements including vertical and horizontal circulation, buiding entry and atrium spaces, County departments, and other buiding support and "core" elements.

In addition to reinvision the existing facility, EDA shall evaluate how the building better engages the site and downtown, encouraging future development within the block.

Construction Control Corp. shall provide range of magnitude construction cost estimation.

MEETINGS

Key Meetings:

Kick Off Meeting and Guiding Principles Workshop:

- Confirm communication protocols, project goals, scope, deliverables, review prior study findings, and schedule.
- Building off the previous studies, EDA will conduct a brief workshop to confirm and refine guiding principles, general vision, and best practices which shall guide the redevelopment of the Weber County Center. Design Workshop will present the Make Ogden master plan to stakeholder group, highlighting key elements that may impact this property.
- Generate an urban design framework plan that is tailored to the Weber Center block based on County objectives, and perceived opportunities and constraints that will influence overall development of the project.

Initial Design Progress Review Meeting:

- EDA shall present up to three initial design concepts for County review and discussion. Each design concept shall be discussed relative to their pros and cons. The goal from this meeting is to identify a preferred design. The preferred design may represent a hybrid of elements identified within two or more of the initial design concepts.

Design Progress Review Meeting #2:

- Using the information gained during the previous meeting EDA shall present a further refinement of the preferred design for Present the draft of Weber County Center Needs Assessment and Site Evaluation for owner feedback.

Design Progress Review Meeting #3:

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WORKPLAN (cont'd)

· Final design review meeting.

Final Study Presentation

· Present the final findings and recommendations for the Weber County Needs Assessment / Site Evaluation and Outline Next Steps

CONSULTANTS

Consultants:

Construction Control Corp.	Construction cost estimating
Design Workshop	Urban Planning
ARW	Structural Engineers

PROPOSED FEE

Proposed Fee: **\$56,340**

EDA

Base plans	\$ 6,300
Design Concepts	\$11,700
Preferred Design	\$ 5,000
Final Refinement	\$ 2,500
Renderings	\$ 4,200
Project Management/Meetings	\$10,000

CCC Cost Estimation \$ 2,640

Design Workshop \$10,000

ARW \$ 4,000

SCHEDULE

Duration: 12 weeks