

Date: March 10, 2021
To: Weber County Board of County Commissioners
From: Scott Mendoza
Community Development Department

Agenda Date: March 16, 2021

Subject: Request for approval of an agreement by and between Weber County and EDA Architects regarding preliminary site evaluation and feasibility study services for a new Weber County building and location.

Attachment(s): A - Preliminary Site Evaluation and Feasibility Services Agreement

Summary:

Weber County is interested in identifying possible outcomes associated with planning and constructing a new county government building in Ogden City. To identify potential outcomes, a study would take place that involves: 1) performing a needs assessment; 2) conducting a preliminary programming and site evaluation process; and 3) creating a high level project cost estimate and development time line.

EDA Architects, of Salt Lake City, has approached Weber County and has offered to perform these services at no cost. The deliverables committed to consist of a synopsis of all research information discovered, a needs assessment and space needs summary, diagrammatic site development plans, a comparative site evaluation matrix, and a preliminary budget and schedule. In addition to these listed deliverables, five key meetings will be held. These meetings include a kick-off meeting, a pre-program space needs assessment meeting, a site evaluation workshop, a draft study presentation, and a final study presentation with recommendations.

The work is anticipated to take approximately 4 - 6 weeks from the date of agreement approval.

**AGREEMENT FOR
THE WEBER CENTER SITE EVALUATION AND
PRELIMINARY FEASIBILITY STUDY**

This Agreement for the Weber Center Site Evaluation and Preliminary Feasibility Study (“Agreement”), effective as of _____, 2021, is entered into on the dates below by and between Weber County (“County”) and EDA Architects Inc., a Utah business located at 9 Exchange Pl., Ste. 1100, Salt Lake City, UT 84111 (“EDA”), collectively referred to as the “Parties”.

RECITALS

WHEREAS, the County desires to obtain a site evaluation and preliminary feasibility study for the new Weber County Center (also referred to as “Center”); and

WHEREAS, EDA is in the business of providing site evaluations and preliminary feasibility studies for construction projects like the Center; and

WHEREAS, EDA has contacted the County and offered to provide these services to the County as a marketing effort and at no financial cost to the County; and

WHEREAS, by providing such services to the County for the Center, EDA receives the benefit of new marketing materials and an expanded portfolio.

THEREFORE, in consideration of the mutual promises and covenants contained herein, EDA shall provide certain evaluation and design services to the County, and the County shall provide valuable consideration to EDA, 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 under the “Basic Services Proposal,” which is contained in Exhibit A of the Agreement. Such services include the listed “Basic Services,” “Key Meetings,” and “Deliverables.”

Section 1.02 Consideration for EDA’s Services. In consideration for EDA’s performance under the Agreement, the County shall allow EDA

- (1) to assume ownership of the Deliverables described in Exhibit A of the Agreement, except that the County may use the Deliverables, and any supplementary information provided by EDA, to further develop the Center beyond the term and obligations of the Agreement; and
- (2) to use and publicly disclose, for EDA marketing purposes, the County-provided Information contained within such Deliverables.

Section 1.03 Restrictions on the Use of County-provided Information.

Notwithstanding Section 1.02 of the Agreement, 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 three months, beginning on the date of execution. The term of the Agreement may be extended by written mutual agreement of the Parties.

Section 2.02 Termination. The Agreement may be terminated by written mutual consent of the Parties. Upon termination of the Agreement, neither Party is obligated to engage in future transactions with the other Party, including transactions related to further development of the Center.

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. As a government entity, the 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.

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.

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

EXECUTED this _____ day of _____, 2021.

**Board of County Commissioners
of Weber County**

By _____
James H. “Jim” Harvey, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

EDA Architects, Inc.


By  _____
Title Managing Principal

EXHIBIT A

WEBER COUNTY CENTER

Weber County Center Replacement - Site Evaluation and Preliminary Facility Replacement Feasibility Study

PROJECT UNDERSTANDING & OVERVIEW

The planning, design and construction of a new Weber County Government Center is a significant opportunity that will have a lasting impact on the culture and performance of county government for decades to come. With the immediate priority being to identify the best site to accommodate the future center, it is equally critical that the initial vision or guiding principals for the new center be established now. The vision and guiding principles will appropriately inform and guide all subsequent steps along the design and development process.

The ways in which organizations work, the range and level of services expected of county government, and the evolving marriage of space, technology, mobility, and workflow will have far reaching impacts on the planning and design of the new Weber County Government Center. As the County embarks on the initial steps of this process is critical that these opportunities and considerations be incorporated into the process as early as possible as they will have significant impacts on the eventual size, organization, layout and feel of the new center.

Our proposal is broken into two parts. The Basic Services proposal consists of a high level needs assessment, preliminary programming, and site evaluation process, and high level project cost estimate and development time line. This represents the minimum recommended effort to start the overall design and planning process. The Add Optional Services proposal incorporates a more in-depth needs assessment and programming effort, that further refines the vision and guiding principles for the new center. This expanded set of services includes development of conceptual level floor plans, three dimensional design visualizations (renderings), a detailed cost estimate and development time line. The following is a more detailed outline of the two proposals:

Basic Services:

- Conduct a high-level needs assessment for new Weber County Center.
- Determine preliminary project design criteria for the new Weber County Center.
- Identify the guiding principles that will influence the design and character of the new center.
- Develop preliminary space needs requirements (General Departmental Space Needs List, Parking Requirements)
- Gather county provided site information including but not limited to site
- Compare and objectively rank the two proposed sites using mutually agreed upon evaluation criteria (access, public prominence, environmental concerns, expansion potential, etc.).
- Identify Municipal/Zoning/Code/Utility and other regulatory requirements and constraints for both sites.
- Develop preliminary "block diagram" site test fits for each site.

- Prepare a preliminary project budget (range of magnitude) and time line for development of the new Weber County Center.
- Prepare recommendations for future requests for proposals for programming, design and development of the new Weber County Center.

Key Meetings:

Kick Off Meeting and Guiding Principles Workshop:

- Establish a steering committee. Confirm scope, schedule, and identify the guiding principles, general vision, and needs for the new Weber County Center.

High-Level Needs / Pre-program Space Needs Assessment

- Perform an audit of overall building usage, general departmental organization and space needs, and related occupancy considerations.
- Discuss critical operational expectations for the building client/users (security, accessibility, sustainability, space adaptability/flexibility, etc.)

Site Evaluation Workshop:

- Discuss and identify the various metrics by which both sites shall be objectively evaluated (ability to expand, public prominence, access to infrastructure, site acquisition costs, environmental contamination issues, grading challenges, etc.) and develop a preliminary scoring matrix.

Draft Study Presentation

- Present the draft of Weber County Center Needs Assessment and Site Evaluation for owner feedback.

Final Study Presentation

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

Deliverables:

Pre-Design Report including:

- Synopsis of gathered information
- Preliminary Needs Assessment and Space Needs Summary
- Diagrammatic Site Development Concept Plans
- Comparative Site Evaluation Matrix
- Preliminary Budget / Schedule

Proposed Fee and Duration:

Proposed Fee: No cost, marketing effort.

Duration: 4-6 weeks