

RESOLUTION NO. R-53-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES FOR THE DOWNTOWN MASTER PLAN

PREAMBLE

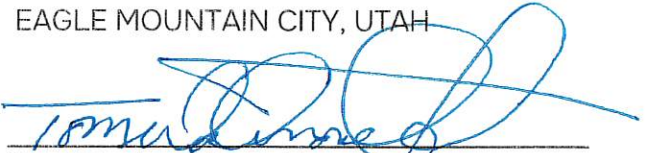
WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement for consulting services for the Downtown Master Plan, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

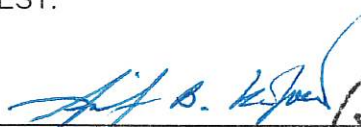
1. The Agreement for consulting services for the Downtown Master Plan is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of August, 2024.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 20th day of August, 2024.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☒ Rich Wood

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright



Fionnuala B. Kofoed, MMC
City Recorder



Exhibit A

**EAGLE MOUNTAIN CITY
CONTRACT FOR GOODS AND SERVICES**

This contract and all attachments are public record.

1. **CONTRACTING PARTIES:** This contract is between Eagle Mountain City and the following Contractor:

MHTN Architects, Inc.

Name

280 South 400 West, Ste 250

Address

Salt Lake City, Utah 84101

City, State ZIP

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-profit Corporation
☒ For-profit Corporation
☐ Partnership
☐ Government Agency

Contact Name: Ryan Wallace

Phone Number: (801) 326-3248

Email: ryan.wallace@mhtn.com

Vendor Number: _____

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME:**

consulting services for the Downtown Master Plan

3. **CONTRACT PERIOD:**

Effective Date: 08/27/2024

Project Completion Deadline (Contractor will complete the Scope of Work on or before): 01/31/2025

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): January 31, 2025

Renewal Options (if applicable): N/A

Eagle Mountain City Project Manager Signature: Evan Berrett

Digitally signed by Evan Berrett
Date: 2024.08.26 15:10:00 -06'00'

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

- a. Total Contract Cost: \$97,770 GL Account No: 10-18-41910-4531
b. Is this project a budgeted project: ☒ Yes ☐ No
c. Is this a fixed-price contract: ☒ Yes ☐ No

5. ATTACHMENT A: Standard Terms and Conditions for Services
ATTACHMENT B: Scope of Work/Cost Schedule
ATTACHMENT C: Insurance

**ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE
RESOLVED IN FAVOR OF ATTACHMENT A.**

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 3 day of September, 2024.

EAGLE MOUNTAIN CITY

[Signature]
Signature

Print Name: Tom Westromeland

Title: Mayor

ATTEST:

APPROVED AS TO FORM

[Signature] 96 [Signature]
Fionnuala B. Kofoed, MMC City Recorder Marcus Draper City Attorney

Dated this 27th day of August, 2024.

CONTRACTOR

[Signature]
Signature

Print Name: Peggy A. McDonough

Title: President, MHTN Architects, Inc.

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a Consultant.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) **"Consultant"** means the individual or entity delivering the Services identified in this Contract. The term "Consultant" shall include Consultant's agents, officers, employees, and partners.
 - d) **"Services"** means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - e) **"Proposal"** means Consultant's response to Eagle Mountain's Solicitation.
 - f) **"Solicitation"** means the documents used by Eagle Mountain to obtain Consultant's Proposal.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant's performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Consultant's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain 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 Eagle Mountain.

8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before 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 Eagle Mountain:
- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 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. 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) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
 - (c) 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 \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. 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).
 - (d) 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 Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
 - (e) 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) ~~Consultant shall require the insurance company that issues the Certificates of Insurance for the~~ evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General 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 Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 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; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of

federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:**
Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle

Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against

Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable.

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.

33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

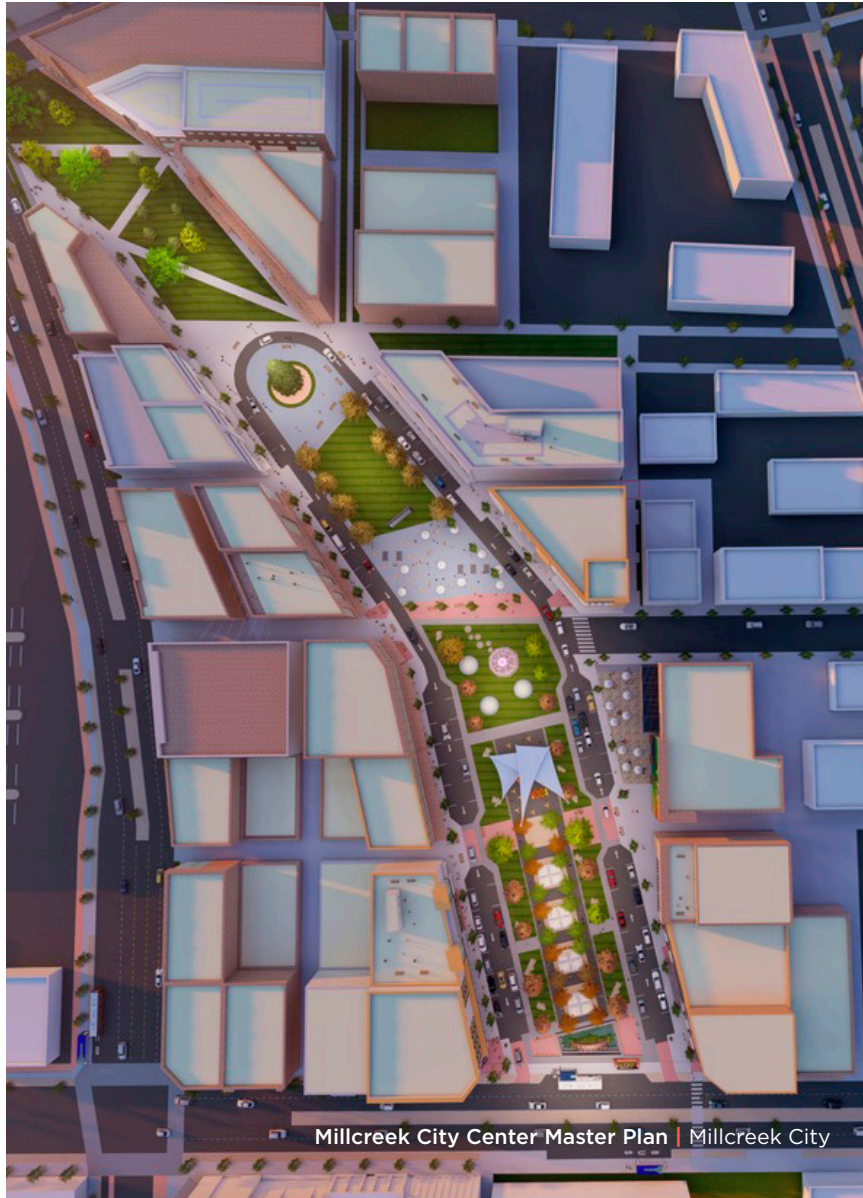


MHTN
ARCHITECTS

Statement of Interest & Qualifications/RFP Proposal
DOWNTOWN MASTER PLAN 2024
EAGLE MOUNTAIN CITY
No. EMC-FY24-14 | July 16, 2024



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04 | Cost Proposal

05 | Bid Form (Attachment A)





Dear Melissa and Eagle Mountain City Council Members:

MHTN and our team of planners, urban designers, architects, and specialty partners are excited to leverage our relevant experience on behalf of Eagle Mountain's Downtown plan. **We will help create a vision to seize this opportunity and its unique timing to enhance quality of life, by creating a plan developed with significant community engagement and stakeholder collaboration resulting in a destination downtown.** With strong support from City leadership as well as property owners, we are confident you can create an authentic downtown which is economically sustainable and welcoming to all while looking to the future to plan for much-needed essential civic facilities.

MHTN's Planning & Urban Design Team brings significant experience in designing and planning downtown environments including Saratoga Springs, Millcreek, Holladay, North Logan, Farmington, Vernal, and Kaysville. With each of these Projects MHTN has led the project management, as well as the community engagement processes. Our passion for listening to community voices and creating unique, community driven and market supported downtowns is second to none.

OUR TEAM WILL BE SUPPORTED BY THE FOLLOWING SPECIALTY CONSULTANTS:

- + **Kimley Horn** brings transportation planning experience with frequent collaborations with MHTN, to support creation of a connected and accessible downtown for people walking, biking and driving.
- + **Leland Consulting Group** has significant experience throughout Utah County and with similar communities throughout Utah for market analysis and feasibility and will guide the market feasibility and land use alignment proposed within the downtown.
- + **Civil Solutions Group** knows your community's infrastructure having already provided civil design services at Cory Wride Memorial Park and will help make wise planning level recommendations regarding your utility infrastructure.

MHTN approaches each project with no preconceived notions about a solution for you coming into the project. We commit to a process which will uncover the assets and attributes that make Eagle Mountain unique and deliver an implementable plan, with elected official and citizen support to achieve your goals. Your downtown will be more than just a commercial center; it will be a community and cultural hub for generations to come.

Sincerely,

Ryan Wallace AIA, AICP, LEED GA
Managing Principal & Planning Director, MHTN Architects
P 801.326.3248 E ryan.wallace@mhtn.com

Peggy McDonough Jan AIA, LEED AP
Project Executive & President, MHTN Architects
P 801.326.3260 E peggy.mcdonough@mhtn.com





EXECUTIVE SUMMARY

MHTN ARCHITECTS

280 South 400 West, Suite 250

Salt Lake City, UT 84101

p: 801-595-6700

e: ryan.wallace@mhtn.com

Nature of Firm's Principal Business: Architecture

Number of Years in Business: 101 Years

Federal Licensing Certificates:

SLC Business License #LIC1979-04915

Federal Tax Identification: 87-0374713

MHTN Architects is a 100-person architecture and planning firm established in 1923. We are deeply committed to creating thriving communities throughout Utah and the Intermountain West. Headquartered in downtown Salt Lake City, Utah, we offer a comprehensive range of services, including vision-focused architecture, experiential graphic design, interior design, landscape architecture, planning, and placemaking.

With 11 team members in the planning and urban design team, and several projects recently completing at the end of the municipal fiscal year, our team has the capacity to successfully complete the project by the end of the year.

UNIQUE QUALIFICATIONS FOR EAGLE MOUNTAIN'S DOWNTOWN PLAN

Our team's extensive experience in civic and community-based environments makes us ideal for Eagle Mountain's Downtown planning project. Our unique qualifications include:

- + **DEEP LOCAL EXPERTISE:** Founded in Utah, we understand the unique character and needs of our region. Our experience with multiple projects in Eagle Mountain, including the Parks, Trails, and Open Space Master Plan, Smith Ranch Regional Park design, and the Transit Fresh Look Study, makes us uniquely capable of understanding your community's distinct issues and vision. We worked closely with your City Council on the Parks, Trails, and Open Space plan, making several revisions to ensure it captured the community's goals, which have been well received and impactfully implemented.
- + **PROVEN TRACK RECORD:** Our extensive portfolio includes successful downtown revitalization projects in communities similar to Eagle Mountain. Notably, we recently completed a Downtown plan for Saratoga Springs. We welcome you to contact our primary point of contact there, Doug Meldrum, to discuss his experience with the process.
- + **INTEGRATED APPROACH:** As a multidisciplinary firm, MHTN offers a full spectrum of services, allowing us to view your project holistically from various design perspectives, creating value and

a well-vetted project. For your project's success, we have expanded our team with consultants specializing in transportation planning, civil engineering, and economic strategy, all familiar with Eagle Mountain and Utah County. For more details on Kimley Horn, Civil Solutions, and Leland Consulting Group, see Tab 3 of this document.

- + **EXPERIENCED & CREATIVE TEAM:** Our 100-person team brings a wealth of experience in community identity, placemaking, and urban design with a focus on connectivity and fiscal responsibility.

COMMITMENT TO EAGLE MOUNTAIN

MHTN Architects is dedicated to collaborating with Eagle Mountain stakeholders and officials to develop a Downtown Plan that reflects your unique community and vision. We listen to the community, analyze the site, and consider landscape and market conditions to find the best solutions that feel inevitable in your community. Our team's integrated approach, extensive experience, and commitment to fiscal responsibility ensure a successful project that will serve your community today and for the next 100 years.

MHTN does not have and bankruptcy filings within the last ten years and no current pending litigation involving the firm.





DETAILED DISCUSSION

MHTN has been absolutely instrumental in guiding Millcreek in the process to develop an unparalleled city center and city hall. Their creativity and professionalism is first rate! MHTN is truly adding magic to Millcreek.

MIKE WINDER

City Manager and Economic
Development Director
Millcreek, Utah

FIRM INTRODUCTION

Established in 1923 as a local Salt Lake City practice, MHTN Architects is a leading full-service architectural firm with a widely respected reputation for design excellence, sustainable design ethics, professionalism, and integrity. Founded on values of leadership and innovation, MHTN offers a team of over 90 professionals serving clients locally, regionally, and across the country. Our team has a rich legacy of planning, programming, designing, and implementing for a variety of clients in civic, municipal, and community-based environments. Our master planning, urban design, and landscape design efforts are rooted in collaboration, with all key stakeholders a valued part of the team.

MHTN's Planning and Urban Design Team offers a highly-focused and creative group with **a broad depth of experience in placemaking, land use planning, civic architecture, and urban design.**

Comprised of architects, planners, urban designers, landscape architects, and sustainability experts, we take an integrated approach as we listen to and provide innovative ideas on projects. Our services include contextually-based master plans, transportation planning, placemaking, urban design, project visualization, programs, site plans, and designs for a variety of sectors and environments.

MHTN is one of the largest architectural and planning firms in Utah with relevant experience and expertise in placemaking and master planning projects of similar type. Our proposed team has the sufficient capacity, capability, and relevant experience needed to meet and exceed Eagle Mountain's vision and goals for the Downtown Master Plan.

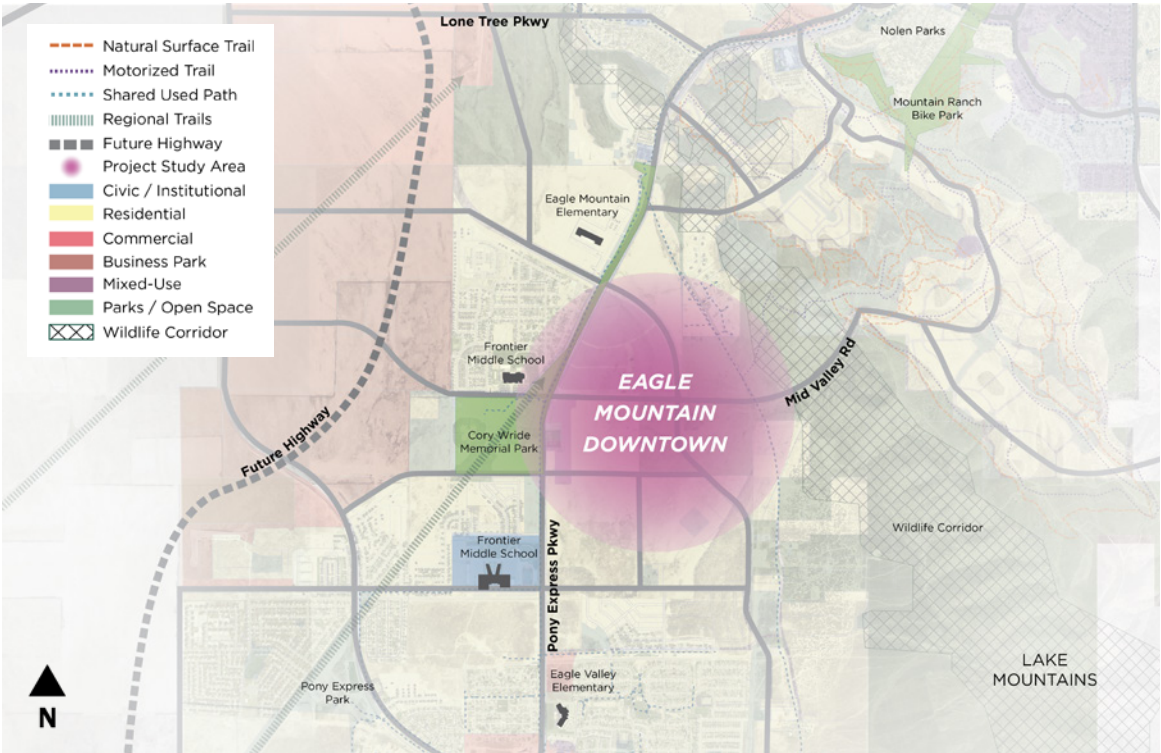


PROJECT UNDERSTANDING

The Eagle Mountain downtown area is poised in a central community location, adjacent to regional attractions such as community landmark of Corey Wride Regional Park, while significant undeveloped land to create a thriving community and cultural hub. The new Downtown will provide public gathering, active streetscapes lined with shops, interspersed with spaces dedicated to recreation, art, and essential civic facilities like a new City Hall, public library, and public safety building.

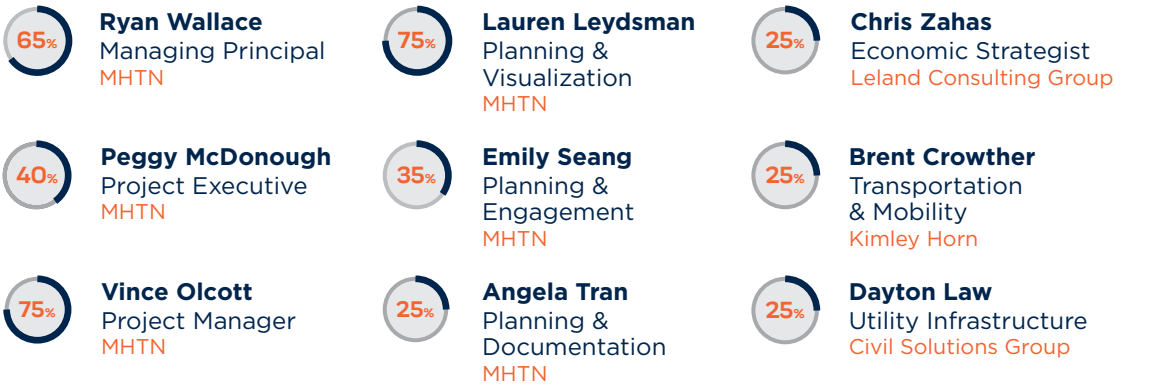
The project capitalizes on its strategic location and perfect timing. With a neighboring 50-acre development underway and a surge in interest from businesses, Eagle Mountain is poised to become a hub for tourism focused on outdoor recreation. Existing and future developments will seamlessly integrate with the downtown core, ensuring easy access to regional transportation options. This will make it even more convenient for residents and visitors to explore and be immersed in the surrounding natural beauty of Eagle Mountain and Cedar Valley.

Unobstructed views and convenient access to trails, mountains, and future adjacent neighborhoods will be a cornerstone of the design. The Downtown area will seamlessly connect with existing pathways, allowing residents to easily incorporate outdoor activities into their daily lives. This focus on nature aligns with Eagle Mountain's identity and caters to the growing demand for outdoor access.



TEAM WORKLOAD & AVAILABILITY

Our depth of team, and recent projects completing at the end of the fiscal year result in significant presence of experienced team members available for Eagle Mountain's Downtown Master Plan.



TEAM ORGANIZATION & QUALIFICATIONS





RYAN WALLACE AIA, AICP, LEED GA, NCARB

PRINCIPAL & PLANNING DIRECTOR
MHTN Architects

Master of Architecture, NC State University
Bachelor of Science, Urban Planning, University of Utah

RELEVANT EXPERIENCE

Saratoga Springs Downtown Plan, Saratoga Springs, UT
North Ogden South Commercial Area Plan, North Ogden, UT
North Logan City Center Master Plan, North Logan, UT
Parks, Trails, and Open Space Master Plan, Eagle Mountain, UT
Fresh Look Study (includes Eagle Mountain), WFRC & MAG
Vernal Downtown Plan, Vernal, UT
Millcreek City Center Master Plan, Millcreek, UT
Park City Arts & Culture District Master Plan, Park City, UT
Grantsville Main Street Vision, Grantsville, UT
Kaysville Civic Plaza and Main Street Visioning, Kaysville, UT



VINCE OLCOTT ASLA, SITES AP

PROJECT MANAGER & LANDSCAPE DIRECTOR
MHTN Architects

Bachelor of Landscape Architecture
Utah State University

RELEVANT EXPERIENCE

Parks, Trails, and Open Space Master Plan, Eagle Mountain, UT
Smith Ranch Community Park Expansion, Eagle Mountain, UT
Vernal Downtown Plan, Vernal, UT
Lindon City Parks Master Plan Update, Lindon, UT
Children's Justice Center, Tooele, UT
Canyon Country Discovery Center, Blanding, UT
Utah Valley Convention Center, Provo, UT
Tooele Courts Building, Tooele, UT
Mesquite City Hall, Mesquite, UT
Draper Library, Draper, UT



PEGGY MCDONOUGH JAN AIA, LEED AP

PROJECT EXECUTIVE & CIVIC DESIGN LEAD
MHTN Architects

Bachelor of Architecture
University of Notre Dame

RELEVANT EXPERIENCE

Saratoga Springs Downtown Plan, Saratoga Springs, UT
Downtown Vernal Plan, Vernal, UT
Millcreek City Center Master Plan, Millcreek, UT
Park City Arts & Culture District Master Plan, Park City, UT
Commercial Centers Master Plan and Feasibility Study, Taylorsville, UT
Kaysville Civic Plaza and Main Street Visioning, Kaysville, UT
Kaysville City Hall Renovation and Addition, Kaysville, UT
Salt Lake County District Attorney's Offices, West Jordan & SLC, UT
West Jordan Library & Viridian Event Center, West Jordan, UT
Salt Lake County, Draper Library, Draper, UT



LAUREN LEYDSMAN

PLANNING & VISUALIZATION
MHTN Architects

B.S. Urban Ecology, Minor Geography
University of Utah

RELEVANT EXPERIENCE

Saratoga Springs Downtown Plan, Saratoga Springs, UT
North Logan City Center Master Plan, North Logan, UT
Downtown Vernal Plan, Vernal, UT
Fresh Look Study (includes Eagle Mountain), WFRC & MAG
Commercial Core Transportation Plan, Brian Head, UT
West Davis Corridor Market Study, Davis County, UT
Millcreek City Hall, Millcreek, UT
Highland Drive Concept & Final Design, Salt Lake City, UT
Town Center Branding, City of North Salt Lake, UT*

*Prior to MHTN



EMILY SEANG

PLANNING & ENGAGEMENT | MHTN Architects

B.S. Urban Ecology
University of Utah

RELEVANT EXPERIENCE

Saratoga Springs Downtown Master Plan, Saratoga Springs, UT
Downtown Vernal Master Plan, Vernal, UT
Spring Lane Park Master Plan, Holladay, UT
Economic Development Strategic Plan, Vineyard, UT
Midvale Station Area Plans, Midvale, UT
Brian Head Commercial Corridor Study, Brian Head, UT



ANGELA TRAN

PLANNING & DOCUMENTATION | MHTN Architects

B.S. Urban Ecology
University of Utah

RELEVANT EXPERIENCE

Saratoga Springs Downtown Master Plan, Saratoga Springs, UT
Downtown Vernal Master Plan, Vernal, UT
Grantsville Main Street Plan, Grantsville, UT
North Ogden South Commercial Area Planning, North Ogden, UT
Midvale State Street Corridor Study, Midvale, UT
Midvale Station Area Plans, Midvale, UT



CHRIS ZAHAS AICP

ECONOMIC STRATEGIST | Leland Consulting

Master of Urban & Regional Planning
Portland State University

RELEVANT EXPERIENCE

Economic Development Strategic Plan, Vineyard, UT
Town Center Market Strategy, North Salt Lake, UT
Downtown Plan Update, Sioux Falls, SD
Downtown Redevelopment Plan, Albuquerque, NM
Downtown Civic Core Vision and Action Plan, Renton, WA



BRENT CROWTHER PE, PTOE, RSP1

TRANSPORTATION & MOBILITY | Kimley Horn

Master of Science, Civil Engineering
Virginia Polytechnic Institute and State University

RELEVANT EXPERIENCE

North Salt Lake Town Center Traffic Circulation Study, North Salt Lake, UT
WFRC Wasatch Choice Great Streets Typology, Salt Lake City, UT
North Salt Lake, General Plan, North Salt Lake, UT
University of Utah Campus Master Plan, Salt Lake City, UT
Cache County Transportation Master Plan, Logan, UT
Sedona Transportation Master Plan, Sedona, AZ



DAYTON LAW PE

UTILITY INFRASTRUCTURE | Civil Solutions Group

B.S., Civil and Environmental Engineering
Utah State University

RELEVANT EXPERIENCE

Cory Wride Park, Eagle Mountain, UT
Mixed Use Development, Eagle Mountain, UT
Park Observatory, Eagle Mountain, UT
Smith Ranch Park Epanasion, Eagle Mountain, UT
Downtown Master Plan, North Logan City, UT
Master Plan, Vineyard City, UT





SARATOGA SPRINGS DOWNTOWN MASTER PLAN

Client/Owner: Saratoga Springs City

220 acres | 2023 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Vince Olcott, Lauren Leydsman, Emily Seang, Angela Tran

The Saratoga Springs Downtown Plan establishes a vision for 220 acres of land located at a gateway intersection at the center of the rapidly growing community. The MHTN-led team provided planning and design services for the plan including design guidelines, land use recommendations, planning framework, and economic strategies. The plan seeks to create access for a variety of transportation modes and internal block structure to encourage a walkable and engaging future downtown. Recommendations include public amenity spaces to activate and create a destination for surrounding private, mixed-use development, with a focus on leveraging the natural beauty and access to the outdoors that is a core defining element of the community identity.



SOUTH COMMERCIAL AREA PLAN

Client/Owner: North Ogden City

16 acres | 2023 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Vince Olcott, Lauren Leydsman, Emily Seang

Located along a critical corridor, the commercial area lacks activity with limited visibility due to car-centric design, varying development patterns, and sparse connection to adjacent residential neighborhoods. This area offers a unique opportunity to create a memorable new gateway, new amenities for residents, and an opportunity for economic vitality. The plan includes redevelopment options for surface parking and aging commercial buildings into a thriving destination. A key element is the daylighting of Coldwater Creek to create a new outdoor space for the community. The plan includes improved multi-modal connections, thoughtful placemaking, and a market-driven approach to a revitalized commercial area.



VERNAL DOWNTOWN PLAN

Vernal City

54 acres | 2020 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Lauren Leydsman, Emily Seang

The Vernal Downtown Revitalization Plan is a master planning effort that explores ways to retain and attract businesses, improve the pedestrian experience, and strengthen Vernal's unique and memorable identity, all of which support a more vibrant downtown. Included in this plan are placemaking strategies for a more walkable/bikable environment, transportation recommendations for streets within the study area and a market analysis that explores highest and best use for parcels. The area includes redevelopment options for aging commercial buildings and options for surface parking on open lots, providing possibilities of mixed-use development that attracts new economic opportunity.



MILLCREEK CITY CENTER MASTER PLAN

Millcreek City

100 acres | 2018 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Vince Olcott

The Millcreek City Center project works in parallel with the City's ongoing General Plan process to consider how the stretch between Highland and 1300 East could incorporate placemaking strategies in the creation of an identifiable vibrant City Center. The area includes redevelopment options for surface parking and aging commercial buildings providing possibilities to add mixed-use development and attract new economic opportunity and residents to the city. The plan includes a focused look at improving walkability and transportation alternatives along auto-oriented streets to better connect this area to the many surrounding residential neighborhoods.



PARK CITY ARTS & CULTURE DISTRICT

Park City Corp.

5.25 acres | 2020 | Master Planning, Placemaking, Landscape Architecture
Peggy McDonough, Ryan Wallace, Vince Olcott

In association with Lake | Flato Architects, MHTN provided placemaking and urban design to support a master plan for a new Arts and Culture District in Park City. The project is a partnership between Park City, Sundance Institute and Kimball Arts Center. Located at a key city gateway, a five-acre site will be transformed into a vibrant arts district to augment the cultural offerings already available in Park City. Kimball Arts Center and Sundance Institute intend to construct new facilities, acting as owner anchor tenants in the new Arts and Culture District. Park City will construct facilities intended to support the creation of the arts district including a food hall, artist housing (live/work facilities), an electric bus transit station, public art, outdoor plaza and event spaces.

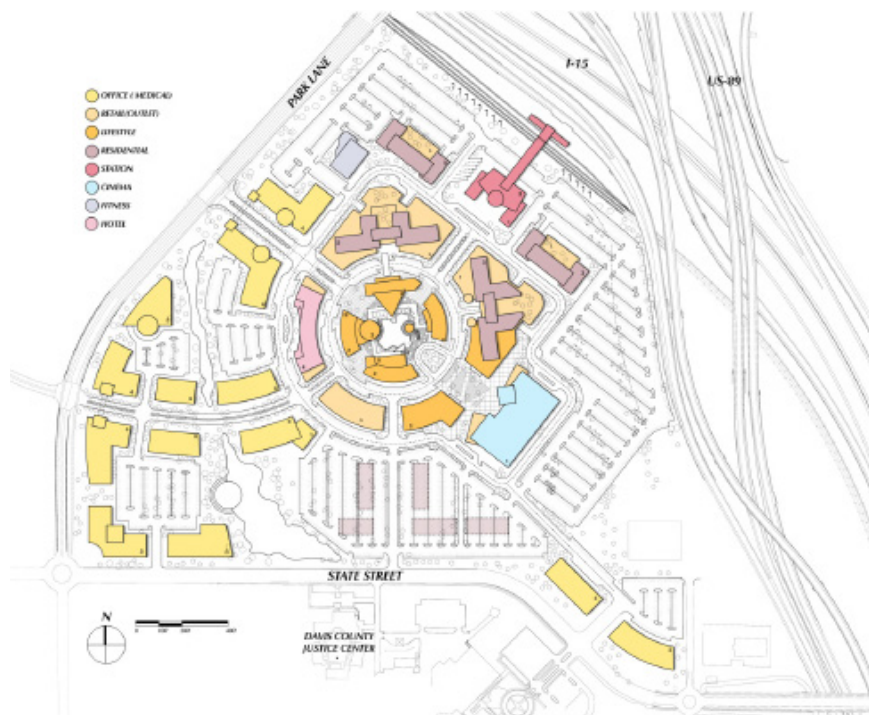


KAYSVILLE MAIN STREET VISION

Kaysville City

2018 | Master Planning, Placemaking, Landscape Architecture
Peggy McDonough, Ryan Wallace, Vince Olcott

MHTN provided urban design and visioning services to the City of Kaysville as they begin to revitalize the heart of their City on Main Street. The project leverages current work to renovate and expand their Civic Center and City Hall. Main Street currently functions as a north-south thoroughfare for vehicles traveling through Kaysville. In the future, the City would like it to be a place that honors Kaysville's unique history and heritage and sees it as a place where everyone in the community gathers. The street will be transformed from a high-speed auto-dominated corridor into a safe, vibrant hub for arts, culture, and events where local businesses can thrive.



STATION PARK MASTER PLAN

Calthorpe Properties

250 acres | 2004 | Master Planning, Landscape Architecture

The Station Park Master Plan is a conceptual mixed-use town center master plan at the southwest corner of Park Lane and I-15/Legacy Highway and adjacent to the UTA's FrontRunner commuter rail station. The master plan organizes the site into districts for phased development over time. The desire was to create a walkable town center feel that is easily accessed through multiple modes of transportation. Active outdoor spaces such as plazas, splash pads, and landscaped plaza areas, seamlessly integrate with the vertical mixed-use areas for the retail and office components.

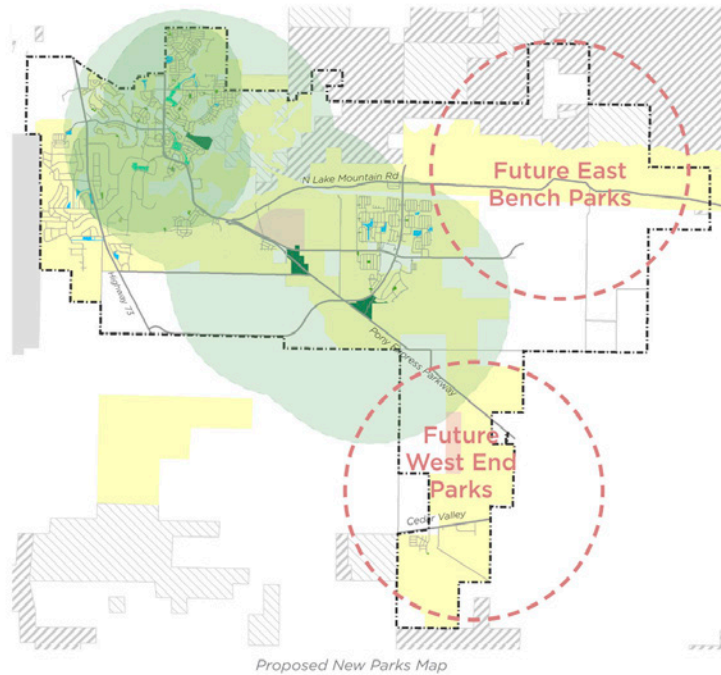


HOLLADAY VILLAGE CENTER MASTER PLAN

Holladay City

25 acres | 2003 | Master Planning, Placemaking, Landscape Architecture

After incorporation as a city, Holladay inherited a traditionally strong neighborhood center from its former life as an unincorporated precinct of Salt Lake County. At the heart of one of the most desirable communities in Utah, this center possesses many of the qualities associated with a traditional town that enhance the quality of life—with human scale, walkability, convenient auto access and the opportunity to use public transit leading the list. The Holladay Village Center Master Plan creates not only a working plan for the commercial core of the city, but also an economic plan for revitalization. Central to the master plan is the recognition that the center could become the social gathering place for the City of Holladay.



PARKS, TRAILS, AND OPEN SPACE MASTER PLAN Eagle Mountain City

2020 | Planning, Landscape Architecture, Community Engagement
Peggy McDonough, Ryan Wallace, Vince Olcott

The Parks, Trails, and Open Space Master Plan updates the City's 2009 plan. The 2020 plan identifies the City's parks, trails, and open space needs based on rigorous data analysis and community engagement. The master plan provides details on migratory herds through the City and proposes a wildlife corridor and other open space conservation strategies. In addition, it provides a set of comprehensive recommendations for parks and trails that follow five guiding principles: 1) Promote healthy & active communities; 2) Encourage stewardship & civic pride; 3) Provide diverse offerings, amenities, and opportunities; 4) Cultivate resilient approaches; and 5) Conserve & enhance open space. The final recommendations have associated costs and prioritization for plan implementation.



SMITH RANCH COMMUNITY PARK EXPANSION Eagle Mountain City

16 acres | 2024 | Site Planning, Placemaking, Landscape Architecture
Peggy McDonough, Ryan Wallace, Vince Olcott

Eagle Mountain's Smith Ranch Park seeks to improve and expand upon its existing park. The park's design provides a variety of native and manicured landscapes to support active and passive uses, providing space for both people and wildlife. This is vital as Eagle Mountain's access to open space is one of the City's defining characteristics and is an important component to this re-conceived design. Unique play elements such as a ninja warrior course, skate park, themed bird play structure and nature play will create a dynamic experience for visitors of all ages. Additionally, the use of low maintenance and native plants make it a sustainable landscape design, staying true to Eagle Mountain's rural character and supporting wildlife in a natural wash found within the park.



PROJECT REFERENCES

Doug Meldrum

Economic Development Director

Saratoga Springs City

P 801-766-9793 E dmeldrum@saratogasprings-ut.gov

Quinn Bennion

City Manager

Vernal City

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Francis Xavier Lilly

Planning & Zoning Director

Millcreek City

P 801.214.2753 E flilly@millcreek.us

Shayne Scott

County Manager (Fmr. Kaysville City Manager)

Summit County

P 435.477.2873 E sscott@summitcounty.org

Jen McGrath

Deputy City Manager

Park City Corp.

P 435-615-5051 E jen.mcgrath@parkcity.org

Holly Smith

Assistant City Manager

Holladay City

P 801-272-9450 E hsmith@cityofholladay.com

Brad Hickman

Parks and Recreation Director

Eagle Mountain City

P 801-789-6664 E bhickman@emcity.org

PROJECT APPROACH

TASK 2.0.0

PROJECT MANAGEMENT AND START-UP

Schedule: Project Startup/anticipated early August

Duration: Project Startup – 2 weeks, Project Management anticipated until Dec 2024 completion

Workshop: Specifically 01 (and 02-05)

Team Members: MHTN will lead all aspects of project management, and be the first point of contact.

TASK 2.0.0

PROJECT INVOICING

MHTN will plan to provide project invoices each month to Eagle Mountain City (EMC), indicating progress on all projects tasks and team members progress to date.

TASK 2.0.1

PROJECT KICK-OFF MEETING

The project will begin with a Kick-off workshop with the consultant team, including MHTN Architects, Kimley Horn (KH), Leland Consulting Group (LCG), and Civil Solutions Group (CSG) as well as key City Staff to review the scope of work and available data. It will lay the foundation for a clear and inclusive process and will clarify roles, approach, project goals, and discuss when community and stakeholder engagement opportunities may be appropriate.

We will define a vision statement and guiding principles to effectively launch the project. Items to be covered during the Kick-off Meeting include:

- + Discuss accomplishments of any current guiding documents and development plans in process or which remain relevant from other planning efforts and which may be useful to the Downtown Plan
- + Establish project vision, guiding principles, goals, and desired outcomes
- + Confirm the Project Work Plan and project schedule to define roles, responsibilities, and communication procedures
- + Review Stakeholder Engagement Plan (2.1.3), confirming responsibilities and resources
- + Review Community Engagement Plan (2.1.4), confirming responsibilities and resources

TASK 2.0.2

PROJECT WORK PLAN

MHTN will develop a Project Work Plan, outlining how the project scope is to be accomplished within the five-month schedule as outlined later in this document. Integrated in a format with scope and scheduled intertwined, it will outline meetings and digital and analog tools required to support project team interaction to accomplish the scope of work. See section 5 of Tab 3 in this proposal for a graphic depiction of the project schedule. Specific details of our proposed approach are also outlined in this section organized by task.

The Project Work Plan will also identify anticipated frequency of interactions with Saratoga Springs City staff and key project stakeholders and community members as well as proposed format.

Deliverables:

Project Work Plan integrated with Project Schedule in PDF format upon selection.

TASK 2.0.3:

TEAM WORK SESSIONS, MEETINGS, AND WORKSHOPS

Based upon the project schedule, and documented in the work plan (2.0.2), MHTN anticipates internal meetings with the Planning Team on a bi-weekly basis to progress project development and coordination. Workshops with the project Steering Committee are anticipated on a monthly basis and are anticipated in-person at Eagle Mountain City Hall. Check-ins with Eagle Mountain City project management (also known as the Core Team, to be identified upon selection) are anticipated on a bi-monthly basis in a virtual setting to encourage regular updates, frequent information exchange, and answering questions between workshops with the Project Steering Committee.

TASK 2.1.1

OBJECTIVES

Schedule: Anticipated mid-August

Duration: 4 weeks, completed by mid-September

Meetings: Workshops 02, City Council Mtg 01

Team Members: MHTN will lead Task 2.1.1 with support by LCG and KH on best practices for successful Downtowns and recommendations of potential Downtown precedents to consider.

TASK 2.1.1A

IDENTIFY PREFERRED LOCATION

MHTN will work immediately upon selection to identify the broadest range of potential parcels for inclusion in the Downtown plan area coordinating with EMC Staff. These will be presented at the Project Kick-off meeting and then be analyzed and refined in Phase 2.1.2 – Considerations to Assess – by understanding more about parcel ownership, relationship to market conditions, and transportation access for a successful Downtown framework. LCG may participate in this phase in a limited role based on recommendations for the scale and size of the Downtown area.

TASK 2.1.1B

DOWNTOWN VISION, GUIDING PRINCIPLES, AND DESIGN BEST PRACTICES

Based upon input collected at the Project Kick-off meeting, MHTN will develop a project vision statement, guiding principles, as well as Downtown Design Best Practices. MHTN, LCG, and KH will also share initial potential design strategies for the Downtown design and configuration based on past similar planning efforts, relevant precedents, and best practices at this stage.

Deliverables:

Project Objectives Document including Vision Statement, Guiding Principles, and Downtown Design Best Practices.

TASK 2.1.1C

DOWNTOWN STRATEGY RECOMMENDATIONS

MHTN will share initial potential options for Downtown implementation strategies and phasing options based on past similar planning efforts and begin communicating potential alternatives through diagram format. LCG will also share precedents and best practices at this stage.

Strategy recommendations will be finalized and formalized in Task 2.1.6 Final Deliverables including the 100 day Action Plan and the 10 year Implementation Plan.

TASK 2.1.2

CONSIDERATIONS TO ASSESS

Schedule: Beginning September

Duration: 6 weeks, completed by mid-October

Meetings: Workshops 02 & 03, City Council Mtg 02

Team Members: MHTN will lead Task 2.1.2 with support by LCG, KH, and CSG each to assess conditions relevant to their scope of work. MHTN will lead the information gathering with EMC, file organization and sharing, and document organization into a single PDF format document for EMC to review.

TASK 2.1.2A

GUIDING DOCUMENTS CONFORMANCE

MHTN will assess existing guiding documents including the General Plan to determine relevant recommendations, regulations, and policies which should integrated with the Downtown Plan.

TASK 2.1.2B

LAND USE & ENVIRONMENTAL CONDITIONS ASSESSMENT

MHTN will gather parcel level data to analyze existing land uses within, and adjacent to, the Downtown area. Additionally MHTN will lead review of the geographic situation and environmental conditions of the Downtown and its immediate context to determine opportunities to leverage and conditions to consider which may impact potential success of the Downtown.

TASK 2.1.3B

TRANSPORTATION NETWORK ASSESSMENT

KH will analyze the existing layered transportation network including pedestrian, bicycle, and vehicular to determine current conditions, as well as future potential connections and alternatives for all modes.

TASK 2.1.3C

MARKET CONDITIONS ASSESSMENT

LCG will utilize readily available data from Urban Footprint and Census Data, as well as data resources to be provided by EMC including recent CoStar reports, previous financial assessments, and Development agreements to understand the market conditions and potential of the Downtown now and in the future.

TASK 2.1.3D

UTILITY INFRASTRUCTURE ASSESSMENT

CSG will engage EMC to gather known information throughout the Downtown and its immediate context. Resources anticipated from the City will be shapefiles, CAD files, master plans, or other drawings from adjacent developments to analyze and form a snapshot of current and planned utility infrastructure.

TASK 2.1.3E

FOUNDATIONS REPORT

MHTN will gather considerations materials from each of Planning Team members and synthesize them to form a Foundations Report, depicting assets, weaknesses, and opportunities in the Downtown Area.

DELIVERABLES:

Project Foundations Report in PDF format for review by EMC.

TASK 2.1.3 **STAKEHOLDER ENGAGEMENT**

Schedule: Beginning September

Duration: 16 weeks, completed by December

Meetings: All Workshops

Team Members: MHTN will lead Task 2.1.3 with support by LCG, KH, and CSG. MHTN will lead focus group discussions in coordination with City Staff.

TASK 2.1.3A **COMMUNITY ENGAGEMENT PLAN**

MHTN will use the International Association for Public Participation's (IAP2) 5 pillars for effective public engagement, building on existing outreach methods from the general plan. If selected, we will collaborate with the project Steering Committee to finalize the Community Engagement Plan and guidance related to outreach.

DELIVERABLES:

Community Engagement Plan

TASK 2.1.3B **FOCUS GROUP INTERVIEWS**

MHTN, with support by LCG, KH, and CSG with conversations relevant to their scope of work, will conduct two virtual and three in-person meetings to inform and consult with these key focus groups: Land and Business Owners (1 virtual), City and Community Partners (1 virtual), and the City Council (2 in-person) and Planning Commission (1 in-person).

The interviews will create a collaborative environment that values each group's contributions and strives to understand the goals, concerns, and interests that will inform the transformation of Downtown Eagle Mountain.

City planning staff involvement and coordination will be important to building partnerships and facilitating an informed and open discussion.

DELIVERABLES:

Focus Group Interviews Summary Report

TASK 2.1.4 **COMMUNITY ENGAGEMENT**

Schedule: End of September

Duration: 16 weeks, completed by early December

Meetings: All workshops

Team Members: MHTN will lead Task 2.1.3 with support by City staff to attend and coordinate with EMC event manager and communications team to advertise the events and online survey through existing communication channels.

TASK 2.1.4A **PUBLIC EVENTS**

MHTN will attend three (3) community events to engage residents to understand opinions on goals and objectives of the study, stakeholder needs, strengths, weaknesses, opportunities, and threats in the study area. MHTN will provide an overview of the plan development process, goals, key dates, opportunities for public input.

- + **Event #1 (End of September):** Solicit opinions on goals, objectives, stakeholder needs, strengths, weaknesses, opportunities, and threats in the study area.
- + **Event #2 (Mid-October):** Collect feedback on potential scenarios and desired uses and features of the space. Advertise and launch online survey.
- + **Event #3 (End of November):** Review preliminary findings, present draft plan, and gather comments.

DELIVERABLES:

Public Comments Summary Report

TASK 2.1.4B **ONLINE PUBLIC SURVEY & WEBSITE**

MHTN will develop an interactive website on Social Pinpoint providing an overview of the project. During plan development in Task 2.1.5, a survey will be added to Social Pinpoint to collect feedback on potential scenarios, desired uses, and features of the space. The survey will coincide with Event #2 in mid-October to advertise the survey and website.

MHTN will work with EMC to coordinate additional outreach for the survey. To continue using the Social Pinpoint website during implementation, MHTN can provide two (2) additional updates beyond the project schedule. A plan will need to be discussed for transferring existing content to the City's website. This approach is flexible and can be further detailed to meet the needs of EMC and ensure the continued implementation of the plan.

Social Pinpoint basic services in this proposal:

- + Website creation and management; Project updates and announcements; Collecting emails and creating an email list serve for project updates; Sending email campaigns; Processing and analyzing survey data.

Tools MHTN uses on Social Pinpoint for public participation include:

- + Online Survey; Interactive Mapping; Digital Idea Wall; Discussion Forums; Participatory Budgeting Activity
- + Website functionality after project completion subject to negotiation upon selection.

DELIVERABLES:

Online Public Survey Report

TASK 2.1.5 **PLAN DEVELOPMENT**

Schedule: Begin mid-September, occurs throughout the process until conclusion

Duration: 14 weeks, completed by mid-December

Meetings: Workshop 04, City Council Meeting 03
Team Members: MHTN will lead all City Council interactions, with LCG attending (virtually) the final City Council presentation to outline the economic strategy recommendations pertaining to the 10 year implementation plan. All team members will participate in the development of the Framework Plan.

TASK 2.1.5A **CITY COUNCIL PRESENTATIONS**

MHTN will plan to meet with the City Council three (3) times throughout the plan development process. We have found this frequency to be highly successful in past similar efforts to enable the Planning Team sufficient time to develop materials for review and to receive feedback and input to guide the final Downtown Plan.

- + **Council Meeting 01 (Mid-September)** - It is anticipated that an initial interaction with MHTN in September to outline initial findings upon completion of the Foundation Document, and to confirm project vision and guiding principles and receive additional input.
- + **Council Meeting 02 (October/Early November)** - The second Council interaction is anticipated that MHTN will show initial concept diagrams for the Downtown configuration and layout, as well as anticipated uses and potential for programming. While in process, this interaction will enable the Council to give feedback if the concept(s) in development align to their vision.

- + **Council Meeting 03 (early December)** - The third and final Council presentation will depict plans, renderings, and other graphic formats of the preferred Downtown Plan environment. It will also include a review of the Framework Plan (2.1.5b) including review of proposed implementation recommendations for land use, transportation, and economic / market strategy. It will confirm if the Planning Team is ready to produce the Final Deliverables (2.1.6). MHTN will attend in-person and LCG will participate virtually.

TASK 2.1.5B **FRAMEWORK PLAN DEVELOPMENT**

MHTN will compile the results of the overall work effort by all Planning Team members, the study process, relevant findings, and recommendations into a final study/plan document that will be built around a market-driven strategy with data to support its feasibility. Along with the economic findings and placemaking strategies will help to shape the concept and vision articulated for of the Downtown Plan in the Framework Plan, which will address the following categories:

- + Opportunities and constraints related to the development of land use mix within the Project Area under existing conditions
- + Transportation system, connectivity and mobility strategies, including both infrastructure and services
- + Urban design, placemaking, landscape, public facilities, and public open space strategies
Infrastructure planning strategies

TASK 2.1.5B **EXECUTIVE SUMMARY**

MHTN will prepare a Executive Summary will be provided as part of the Framework Plan summarizing an overview of the project vision, guiding principles, and process, and final outcomes and recommendations. This should be graphically-rich and intuitive for all members of the public to understand the plan's vision and recommendations.

TASK 2.1.5B **STUDY AREA ANALYSIS**

A Study Area Analysis will be provided as part of the Framework Plan summarizing how the findings and recommendations from Tasks 2.1.1 and 2.1.2 serve as the foundation for the Framework Plan. MHTN will lead this task, based on work from all Planning Team members from earlier tasks. These will include at a minimum the including:

- + Current regional context
- + Regulatory framework
- + Current built environment
- + Current natural environment

TASK 2.1.5B **SUMMARIES OF THE PLAN DEVELOPMENT PROCESS**

MHTN will develop a Study Area Analysis will be provided as part of the Framework Plan describing the study process and methodology, data gathering techniques, and findings, as well as an overview of the Community (2.1.3) and Stakeholder Engagement (2.1.4) processes and how the led to consensus building and the creation of a community-supported vision for Downtown.

TASK 2.1.5B

MASTER PLAN VISION

The Master Plan Vision will be integrated with the Framework Plan document capturing the broad vision, strategies, and specific recommendations for achieving the desired outcomes of the plan and will require participation by all Planning Team members.

The Master Plan Vision will include at a minimum the following:

- + Recommendations for land use mix including commercial / retail and future development corridors.
- + Recommendations for transportation connectivity by all modes within the Downtown and to immediate context and neighborhoods.
- + Recommendations for public utility infrastructure
- + Economic strategy recommendations including potential land acquisitions, partnerships, and funding sources.
- + Implementation Strategy and Plan including 100-day Action Plan and a 10-Year Comprehensive Implementation Plan.

DELIVERABLES:

Framework Plan Package in PDF format for review by EMC staff as well as presentation format for the final City Council presentation. Package to include graphics, renderings, diagrams, plans and reports will be compiled and delivered in a final digital (PDF format) based on EMC Staff feedback.

TASK 2.1.6

FINAL DELIVERABLES

Schedule: December

Duration: 4 weeks, completed by late December

Meetings: Workshop 05

Team Members: MHTN will lead production of the Final Deliverables with participation by all Planning Team members to refine the Framework Plan (2.1.5) based on comments from the City Council and EMC staff.

Once the direction for the preferred design concept developed in coordination with the Steering Committee and the City Council has been approved by staff, a final document will be created. It is assumed that MHTN and Planning Team members will make up to two (2) rounds of adjustments to the 90% draft to reflect EMC comments, which will result in the final deliverable. Continued use of the project website will need to be determined at this time.

DELIVERABLES:

Final Downtown Plan Package / Specific Plan (8.5 x 11" or similar digital document) for Project Area with graphics, renderings, diagrams, plans and reports will be compiled and delivered in a final digital (PDF format) 90% document. Additional photographs, policy recommendations, and design criteria may be used, including up to two (2) rounds of updates based on EMC Staff feedback.

TASK 2.1.7

PRICING

Schedule: NA

Duration: NA

Team Members: MHTN

The proposed pricing for the MHTN-led team has been provided in Cost Proposal section of Tab 4 in the proposal. Please note that the pricing provided is based on information available at the time of the proposal and may potentially be decreased through conversations with Eagle Mountain City staff participation, if negotiated upon selection. MHTN and our team members are open to negotiation of the proposed price if specific tasks can be identified as potential support by City Staff.

After developing the cost proposal, it is our opinion that the most likely tasks for easy integration of the MHTN Planning Team with City Staff would be tasks 2.1.3 Stakeholder Engagement and 2.1.4 Public Engagement. Due travel time, in-person support, and preparation of materials for engagement, these tend to be very time-intensive tasks, however we would be willing to discuss a reduction in these areas if specific roles for City Staff could be identified.

Please reference Tab 4 for more detailed information on the Cost Proposal and pricing including hourly rates breakdowns, hour quantities per team and task, as well as team member involvement with each task.

PROJECT SCHEDULE

EAGLE MOUNTAIN DOWNTOWN MASTER PLAN		2024				
		AUG	SEP	OCT	NOV	DEC
PROJECT MANAGEMENT						
+ Project Administration		20 WKS				
+ Project Coordination Meetings (Bi-weekly)		● ●	● ●	● ●	● ●	●
OBJECTIVES						
+ Identify Preferred Location and Downtown Recommendations		4 WKS				
CONSIDERATIONS TO ASSESS						
+ Site Assessment of Existing Land Use, Transportation, and Market Conditions		6 WKS				
STAKEHOLDER ENGAGEMENT						
+ Stakeholder Engagement Plan Including City Council, Key Landowners, Small Business, etc.		16 WKS				
+ Stakeholder Engagement Implementation City Council - Sep. 17, Planning Commission - Oct. 8, City Council - Oct. 15, City Council - Dec 3rd			●	● ●		●
PUBLIC ENGAGEMENT						
+ Engagement Event #1 - In-person	Sep. 21 - Ties & Tiaras or Oct. 5 - Halloween Town & Car Show		#1			
+ Engagement Event #2 - Hybrid/Virtual	Oct. 19 Adaptive Trick or Treating Event			#2		
+ Engagement Event #3 - In-person	Nov. 28 Turkey Trot Race or Dec. 7 Christmas Village					#3
PLAN DEVELOPMENT						
+ Develop Draft Plan		14 WKS				
FINAL DELIVERABLES						
+ Finalize Deliverables						4 WKS





COST PROPOSAL

Project Activities	Peggy McDonough	Ryan Wallace	Vince Olcott	Lauren Leydsman	Emily Seang	Angela Tran	Kimley Horn	Leland Consulting	Civil Solutions	LABOR COST
	\$250	\$230	\$200	\$125	\$125	\$125	N/A	N/A	N/A	
Task 2.0.0 Project Start Up & Management	5	10	16	10	8	0				\$9,000
1.1 Project Coordination Meetings (assume bi-weekly over 5 months)	5	10	10	10	8	0				\$7,800
MHTN Admin & Invoicing (up to 6 months)	0	0	6	0	0	0				\$1,200
Task 2.1.1 Objectives (4 weeks)	2	6	4	16	4	12				\$6,680
2.1.1 Identify Preferred Location and Downtown Recommendations	2	6	4	16	4	12				\$6,680
Task 2.1.2 Considerations to Assess (6 weeks)	2	10	8	12	4	20				\$8,900
2.1.2 Site Assessment of Existing Land Use, Transportation, and Market Conditions	2	10	8	12	4	20	\$4,000	\$5,000	\$2,500	\$20,400
Task 2.1.3 Stakeholder Engagement (20 weeks)	0	10	0	0	16	0				\$4,300
2.1.3.a Stakeholder Engagement Plan including City Council, Key Landowners, Small Business, etc.	0	2	0	0	4	0				\$960
2.1.3.b Stakeholder Engagement Implementation	0	8	0	0	12	0		\$2,500		\$5,840
Task 2.1.4 Public Engagement (20 weeks)	0	10	10	0	36	18				\$11,050
2.1.4 a - Engagement Event #01 - In-person	0	4	4	0	12	6				\$3,970
2.1.4 b - Engagement Event #02 - Hybrid/Virtual	0	2	2	0	12	6				\$3,110
2.1.4 c - Engagement Event #03 - In-person	0	4	4	0	12	6				\$3,970
Task 2.1.5 Plan Development (20 weeks)	2	6	10	20	10	36				\$12,130
2.1.5 Develop Draft Plan	2	6	10	20	10	36				\$12,130
Task 2.1.6 Final Deliverables (4 weeks)	0	2	6	20	6	40				\$9,910
2.1.6 Final Deliverables	0	2	6	20	6	40	\$3,500	\$5,000	\$2,500	\$20,910
Summary of Hours	11	54	54	78	84	126				\$61,970
Summary of Raw Labor Expense	\$2,750	\$12,420	\$10,800	\$9,750	\$10,500	\$15,750	\$7,500	\$12,500	\$5,000	\$97,770



ATTACHMENT A

Bid Form

Project Name: EMC Downtown Master Plan 2024

Project Number: EMC-FY24-14

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: EAGLE MOUNTAIN CITY

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable “technical data.”
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of the Bid:

A. Bid Form

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

An Individual

Name (typed or printed): _____

SEAL,
if required
by State

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

SEAL,
if required
by State

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ MHTN Architects, Inc.

State or Jurisdiction of Incorporation: _____ Utah

Type (General Business, Profession, Service, Limited Liability):
Corporation

By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): ROBERTO PNON

Title: Vice President / Secretary

CORPORATE
SEAL,
if required by

Attest 
(Signature of Corporate Secretary)

Date of Qualification to do business in Utah [State or other jurisdiction where
Project is located] is 7/12/2024



A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____
SEAL,
if required
by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____
SEAL,
if required
by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

5.02 Bid submitted on 7/16/24,



MHTN
ARCHITECTS

ATTACHMENT C:

INSURANCE



JHTNARC-01

LANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Lori Anderson PHONE (A/C, No, Ext): (801) 364-3434 642 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Lori.Anderson@american-ins.com														
INSURED MHTN Architects, Inc 280 S 400 W, Ste 250 Salt Lake City, UT 84101	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Charter Oak Fire Ins Co</td><td>25615</td></tr><tr><td>INSURER B : Nutmeg Insurance Company</td><td>39608</td></tr><tr><td>INSURER C : Travelers Prop Cas Co of America</td><td>25674</td></tr><tr><td>INSURER D : Hartford Insurance Company of Illinois</td><td>38288</td></tr><tr><td>INSURER E : XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Ins Co	25615	INSURER B : Nutmeg Insurance Company	39608	INSURER C : Travelers Prop Cas Co of America	25674	INSURER D : Hartford Insurance Company of Illinois	38288	INSURER E : XL Specialty Insurance Company	37885	INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6806H048609	1/1/2024	1/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>4,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	4,000,000	PRODUCTS - COMP/OP AGG	\$	4,000,000		\$	
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E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
E	Prof Liab Claim Made			DPR5022469	1/1/2024	1/1/2025	Each Claim 5,000,000																					
E	Retro Date 1/01/1923			DPR5022469	1/1/2024	1/1/2025	Aggregate 5,000,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Eagle Mountain Downtown Master Plan

Eagle Mountain City is an Additional Insured to General Liability per written contract. Coverage is primary and non-contributory per written contract.

CERTIFICATE HOLDER

CANCELLATION

Eagle Mountain City
1650 Stagecoach Run
Eagle Mountain, UT 84005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -OWNERS, LESSEES OR
CONTRACTORS -SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A. Section II -Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.