

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Pre-design report for a Cultural Arts Facility

**SUMMARY:** Approve a Professional Services Agreement with Method Studio Inc., to provide a pre-design report for a Cultural Arts Facility for the City of West Jordan.

**FISCAL**

**IMPACT:** The City is responsible for fifty-percent of the cost (\$6,305.00), the balance is matched by a grant from Salt Lake County.

**STAFF RECOMMENDATION:**

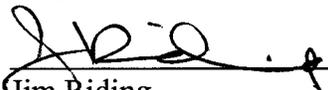
Staff recommends approval of a Professional Services Agreement with Method Studio Inc., to provide a pre-design report for a Cultural Arts Facility for the City of West Jordan in an amount not-to-exceed \$12,610.00, half of which will be paid through a grant from Salt Lake County.

**MOTION RECOMMENDED:**

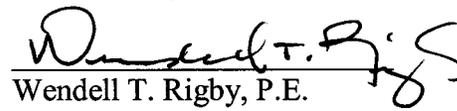
"I move to adopt Resolution No. 16-189 authorizing the Mayor to execute a professional services agreement with Method Studio Inc., to provide a pre-design report for a Cultural Arts Facility for the City of West Jordan in an amount not-to-exceed \$12,610.00, half of which will be paid through a grant from Salt Lake County.

Roll Call vote required.

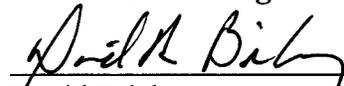
**Prepared by:**

  
Jim Riding  
Construction Manager

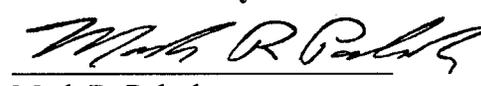
**Reviewed by:**

  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
David Brickey  
City Attorney

**Recommended by:**

  
Mark R. Palesh  
City Manager

## **BACKGROUND DISCUSSION:**

City Council previously approved funding up to \$125,000.00 as matching funds for a grant from Salt Lake County in the amount of \$125,000.00. The funding will allow West Jordan City to hire an architect and engineering consultants to prepare conceptual plans and elevations, begin engineering studies to further evaluate potential sites, prepare a pre-design report, and identify a project budget in relation to the planned West Jordan Cultural Arts Facility.

The project was advertised and request for proposals were sent to several interested firms. Six firms responded and following the proposal reviews and evaluations, Method Studio Inc., was selected.

### Attachments:

- Evaluation sheet.
- Agreement
- Resolution

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

RESOLUTION NO. 16-189

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH  
METHOD STUDIO FOR THE PRE-DESIGN REPORT FOR A CULTURAL ARTS FACILITY**

Whereas, the City Council of the City of West Jordan has received proposals for a Pre-Design Report for a Cultural Arts Facility with the low, responsible bid being from Method Studio in the amount of \$12,610.00; and

Whereas, the City Council desires to award the contract to Method Studio, Inc. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Method Studio, Inc., (a copy of which is attached as **Exhibit A**) for a Pre-Design Report for a Cultural Arts Facility in an amount not-to-exceed \$12,610.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Method Studio, Inc., for an amount not-to-exceed \$12,610.00 is acceptable for the purpose of completing the Pre-Design Report for a Cultural Arts Facility.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The contract for the Pre-Design Report for a Cultural Arts Facility is hereby awarded to Method Studio, Inc. which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute a contract between the City of West Jordan and Method Studios, Inc. in an amount not to exceed \$12,610.00..
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 7<sup>th</sup> day of December 2016.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
Kim V. Rolfe  
Mayor

\_\_\_\_\_  
Melanie Briggs  
City Recorder

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH  
METHOD STUDIO, INC. FOR THE PRE-DESIGN REPORT FOR A CULTURAL ARTS FACILITY

Voting by the City Council

	"AYE"	"NAY"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Jeff Haaga	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Mayor Kim V. Rolfe	_____	_____

**Proposal Review**

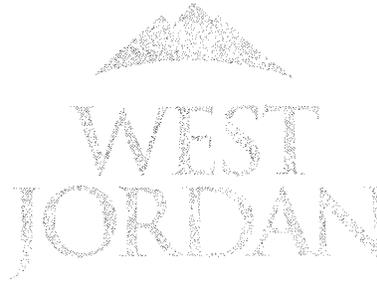
Jim R., Chuck Tarver, Chris McConnehey

**Project:**

**Cultural Arts Facility Evaluation**

Rating Weights (% of total weighted percentage)(example, if weighted % =15%, possible points = 15) (score each proposal area up to percentage weight: ie., between 1-15 pts, 0-5 Fair, 6-10 Good, and 11-15 Exceptional) Costs shall be evaluated together as a group.

Consultant	Weighted %	H3 Webb Management	Prescott Muir Architects	Sporano + Mooney Architecture	CRSA Architecture	JRCA Architects	Method Studios
Experience and qualifications	15	11.67	14.67	13.00	12.33	10.33	12.67
Demonstrated Understanding of the Project	15	14.33	13.33	14.00	14.00	14.67	13.67
Methodology to deliver the desired end product	25	21.33	20.67	22.67	19.33	21.00	21.67
Proposed project schedule and management plan	5	4.33	4.67	4.33	4.67	4.67	4.67
Price/Cost	40	1.90	37.36	5.16	7.67	4.63	40.00
<b>Total</b>		53.57	90.70	59.16	58.00	55.30	92.67
<b>Cost</b>	<b>100.00</b>	<b>264,840.00</b>	<b>13,500.00</b>	<b>97,700.00</b>	<b>65,765.00</b>	<b>108,900.00</b>	<b>12,610.00</b>
<b>RANK</b>			<b>2</b>	<b>3</b>			<b>1</b>



## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **City of West Jordan *PRE-DESIGN REPORT FOR A CULTURAL ARTS FACILITY***

**THIS AGREEMENT**, made this 7<sup>TH</sup> day of December 2016 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Method Studio. (hereinafter referred to as "Consultant").

**WHEREAS**, the City desires to obtain consulting services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.
2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:  
(1) See attached Proposal. (Exhibit A)

The above services shall be performed in accordance with the City's Request for Proposal inclusive of the Consultant's Proposal dated November 15, 2016 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$12,610.00 and shall be earned on an hourly basis.

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. **SERVICES BY THE CITY.** The City shall perform the following services:
  - (1) Provide to Consultant copies of available information related to the project and project site
  - (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.

6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving an executed Professional Services Agreement.

7. **OWNERSHIP OF DOCUMENTS.** All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

*Joe Smith, AIA, LEED AP*  
*Rob Beishline, AIA LEED AP*  
*Basil Harb, Associate AIA*  
*Shawn Benjamin, AIA, LEED AP*

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. **HOLD HARMLESS AND INSURANCE.**

**A. Indemnity.**

Consultant shall defend, indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

**B. Insurance.**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

(1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts;

(2) professional errors and omissions insurance in the amount not less than \$1,000,000; and

(3) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized

to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.

12. **CORRECTIONS.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.

13. **TERMINATION BY CITY.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies

with respect to any other permitted or available right or remedy.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.

19. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

20. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

21. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title 1, Chapter 11, Section 15 of the City of West Jordan Municipal Code.

23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 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; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

24. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this

Agreement will be effective only if it is in writing and signed by the party to be charged.

25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY:                   CITY OF WEST JORDAN  
                                  Jim Riding  
                                  8000 South Redwood Road  
                                  West Jordan, Utah 84088  
                                  Facsimile No.: (801) 569-5127

                                  With a copy to the City Attorney  
                                  City Attorney  
                                  8000 South Redwood Road  
                                  West Jordan, Utah 84088  
                                  Facsimile No.: (801) 569-5149

TO CONSULTANT:   Method Studio  
                                  Joseph Smith  
                                  925 South West Temple  
                                  Salt Lake City, UT 84101  
                                  Phone: 801-532-4422

27. **ATTORNEYS FEES AND COST.** The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

**EXECUTION OF AGREEMENT**

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

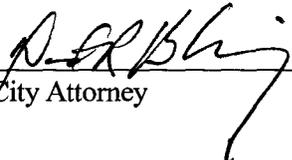
**CITY OF WEST JORDAN**

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

**APPROVED AS TO LEGAL FORM**

  
\_\_\_\_\_  
City Attorney



**EXHIBIT A**  
(Consultant Proposal)

November 15, 2016

City of West Jordan  
8000 S. Redwood Road  
West Jordan City, Utah 84088

RE: Pre-Design for a Cultural Arts Facility

Dear Selection Committee Members,

We are pleased to provide our proposal for the West Jordan Cultural Arts Facility. Our team brings extensive expertise in cultural/performing arts facilities with several projects very similar to this in size and scope. We would welcome an opportunity to work with you to help you achieve, and exceed, your goals.

It is crucial that we take every opportunity to listen, learn, lead and create a collaboration that is thorough and value-based. In summary, our team brings:

METHOD STUDIO, INC.  
925 South West Temple  
Salt Lake City, Utah 84101  
801.532.4422 o  
www.method-studio.com

**EXTENSIVE EXPERIENCE IN THE PLANNING AND DESIGN OF CULTURAL ARTS FACILITIES:** The Method Studio team has been involved in the planning and design of nearly 20 performing and cultural arts facilities over the last 10 years. This includes many renovations, additions and new construction projects. Each member of our team has been an integral part of this work with proven success working together. We are well-versed in understanding the complexities of performing and cultural art facilities design.

**CONTEXTUAL DESIGN:** Method Studio approaches each project as an expressly unique opportunity. One that focuses on a projects history, its unique heritage and its context. We bring demonstrated success and regional recognition for our process and design approach.

**EXCELLENT PAST PERFORMANCE RECORD:** Method brings a repeat client base of over 97%. We work hard to deliver quality and service at the highest level. We meet, and strive to beat, our clients stringent schedule and budget parameters and have a committed team ready to start work on this important project.

**COMMITMENT AND DESIRE:** We bring a passion for arts facilities projects and commit our team - one that includes firm principals in a hands-on role - for the duration of the project. We dedicate our full resources to this opportunity.

We are prepared to deliver with design excellence, collaboration and service through which we know we can meet your highest expectations. We thank you for your consideration and look forward to the potential of interviewing for this important project.

Respectfully,



Joseph Smith, AIA, LEED A.P., Principal  
Project Manager + Principal-in-Charge

## QUALIFICATIONS + EXPERIENCE + CREDENTIALS

METHOD STUDIO is a full-service architectural and design firm with a extensive experience in cultural and performing arts projects. Our work is contextual and purposeful, providing solutions sensitive to our environment while solving our clients specific objectives. We bring a breadth of experience in both large and small scale projects throughout the region. Last year alone, our staff programmed and designed projects totalling over \$300-million in construction.

Our leadership includes award-winning licensed architects, seasoned architectural and interior designers also bringing recognition nationally for their work, and a multitude of passionate architects, artists, teachers, furniture makers and people who love what they do. Many of our principal's and staff members are LEED accredited with a number of LEED certified and sustainably designed projects throughout the state.

It is important to recognize that our team members have successfully worked together on many projects including the Orem City's Center for Story & Art, the Draper City Amphitheater, the Clearfield City Community Arts Center, the Geary Theater Renovation, the Kent Concert Hall Addition, and the Eccles Fine and Performing Arts Center which also includes an outdoor amphitheater.

Our arts experience demonstrates a high level of understanding with regard to the complex issues related to this building type. Our work demonstrates creative thinking, creative solutions and a high level of collaboration.

*The following pages demonstrate our creativity and our ability to design, detail and deliver projects that inspire and enhance community.*



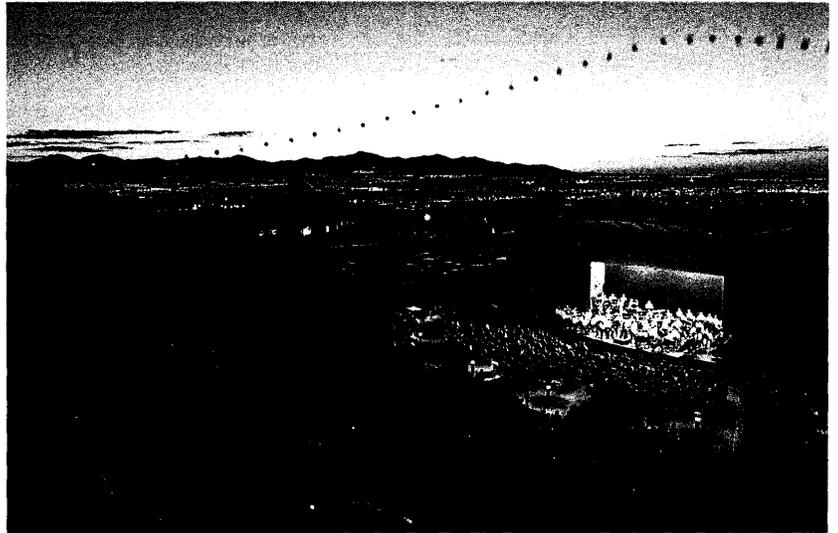
*Manon Caine Russell & Kathryn Caine Wanlass Performance Hall*



*Manon Caine Russell & Kathryn Caine Wanlass Performance Hall*

*ALL of our projects explore opportunities to creatively expand programmatic functions within specific budget frameworks.*

*Our team members have worked successfully on a multitude of cultural arts projects throughout the region.*



*Draper City Amphitheater*





**JOE SMITH AIA, LEED AP**  
**Principal in Charge**

75% Available

Joe will be the project's PIC. He will provide oversight to the team and ensure full firm resources. He will participate in project meetings as needed throughout the life of the project. Having worked on many performing / cultural arts projects, Joe has successfully balanced the industry standards, processes, and client expectations and will be active in the process from day one to completion.



**ROB BEISHLINE AIA, LEED AP**  
**Project Manager**

80% Available

Rob will be the project manager and day-to-day contact for the West Jordan Cultural Arts Facility. He will organize stakeholder and steering committee meetings and will be the overall manager throughout the life of the project. He will be responsible for managing the design from start to finish. Rob will be accessible and readily available, ensuring a continuous and timely flow of communication between all team members. Additionally, Rob's extensive experience with this type of work affords him the foresight to anticipate challenges, quickly generate creative solutions and make high-level decisions assuring that all project schedules and budgets are respected and realized.



**BASIL HARB ASSOCIATE AIA**  
**Senior Planner + Design**

85% Available

Basil's early involvement in a project helps to shape and mold a this cultural arts facility design in a way that responds to clients' needs, requirements and aesthetic goals. He will work closely with Rob Beishline and the balance of the team throughout the duration of this project in a design leadership role and is fully committed to the project for its duration.



**SHAWN BENJAMIN AIA, LEED AP**  
**Project Architect**

85% Available

Shawn is one of Method's strongest Project Architects. He brings vast experience in performing / cultural arts facilities as well as "in the trenches" experience with the technical side of architecture. He will work closely under Rob's leadership coordinating consultant and internal teams and supporting the design leadership helping move the design and construction documents forward seamlessly.

- \* Method Studio has also team with Ensign Engineers (Civil Engineering) and Construction Control Corporation (Cost Estimating) to perform the services needed for the pre-design report for West Jordan Cultural Arts Facility. Please see the appendix for the resumes of our entire proposed team. As this project moves forward we also have recommendations for other various engineers that we have worked closely with on numerous performing / cultural arts projects.

**CURRENT WORKLOAD**

NOV    DEC    JAN    FEB    MAR    APR    MAY    JUN    JUL    AUG

%  
of  
WORK

30  
40  
50  
60  
70  
80  
90  
100

AS OF DATE OF RFP

AVAILABLE FIRM CAPACITY FOR  
WEST JORDAN  
CULTURAL ARTS FACILITY

- Our firm of 70 professionals is currently working on the following key projects:
- Utah Valley University Performing Arts Complex, Construction Documents, 80% complete
  - Las Colonias Amphitheater, Construction Administration
  - Center for Story & Art Theater, Construction
  - Utah State University Valley View Replacement Housing, Construction Administration
  - Dixie Applied Technology College, Construction Administration
  - Brigham Young University Harman Building, Construction Documents



## PROJECT UNDERSTANDING

Method Studio has a proven process for pre-design services that will lead to success for your project. Our process will explore solutions grounded in a wide-ranging experience of the varied disciplines, resource needs, supporting systems, environmental impacts, and immediate site context of the project.

It is important to treat the new Cultural Arts Facility as more than a building. It must be a memorable place, it must express its unique purpose, reaching out to the community it serves, and work to enhance the cultural arts, while meeting all of your objectives. To do this we start by analyzing your site. We visit, walk and spend time on your site to develop a greater understanding and appreciation of the opportunities available. We will work to program this facility to take advantage of its location, and create an iconic presence. We understand the technological infrastructure required to design these types of spaces successfully. We understand the critical importance of designing flexibility and adaptability into cultural arts buildings and providing the utility infrastructure to allow for the changing needs and growth.

Our process will explore solutions based in a broad knowledge base of key project topics, including acoustics, theatrical, specialized A/V systems, and lighting. Our process will explore the specialized needs of theatre, music, and arts spaces for lighting, space management and organization, storage, HVAC and acoustics. We will evaluate supporting systems, environmental impacts, and immediate site context of the project. We will program and design a building that is specifically geared to each segment of the project scope. Method Studio is known for its commitment to projects of this scope and scale. While we have considerable expertise in the programming and design of innovative performing and fine arts projects, we understand the distinct and singular nature of each client and project. We work to identify and express the character of a building's programs, context, and climate, and the aspirations of the specific communities and individuals that will visit, learn, and work in the building.

Research is vital to our process. We spend time with the problems, people and possibilities that make your project unique. We will explore the existing site and buildings, we ask questions, seek opinions, work collaboratively, propose multiple program solutions and engage in open dialogue with the Steering Committee.

### THE PROJECT TEAM - LEADERSHIP & MANAGEMENT

Our team of proven leaders will direct the pre-design efforts with demonstrated experience, delivering within the scheduled time frame. Your project will receive the full attention and dedication from our "A" team and we commit our full energy, talent, and focus on creating a program for this building that will guide subsequent efforts in design and construction in the near future. While Method Studio implements a hierarchical decision making and managerial structure for clarity, a culture and approach centered on teamwork will be strongly fostered to achieve appropriate and productive participation at all levels.

## PROJECT REFERENCES

### Center for Story & Art Performing Arts Center, Orem City, UT

Contact: Charlene Crozier, Library Director  
Address: 58 North State Street, Orem, UT 84057  
Phone: 801.229.7047

### Utah Valley University Performing Arts Center, Orem, UT

Contact: Kurt Baxter, Senior Director, Utah Valley University  
Address: 800 W University Parkway, Orem, UT 84058  
Phone: 801.863.5619

### Las Colonias Amphitheater, Grand Junction, CO

Contact: Traci Wieland, Director fo Grand Junction Parks & Rec.  
Address: Las Colonias Park, Grand Junction, CO 81501  
Phone: 970.254.3846

### Utah State University Fine Arts Complex, Performance Hall

Contact: Ben Berrett, Director of Facility Design & Construction  
Address: 1150 E Aggie Blvd, Logan, UT 84321  
Phone: 435.797.1957

### Utah State University Eastern Arts & Education Facility + Geary Theater Renovation

Contact: Joe Peterson, Chancellor  
Address: 451 E 400 N, Price, UT 84501  
Phone: 435.613.5256



METHODSTUDIO<sup>INC.</sup>

## WORK PLAN

The following offers a description of the workshops, tasks, and deliverables we have planned to complete your project. Likewise, each workshop and phase has been identified on the project schedule.

### WORKSHOP 1 - PROJECT KICKOFF AND VISIONING

#### TASKS

Discuss underlying needs, space requirements  
Review potential sites, site relationships & infrastructure needs  
Determine community interaction and involvement  
Establish communication lines & benchmarks, sustainability, & experiential goals  
Generate preliminary working space/program list  
Discuss project budget, initiate cost control process.

#### DELIVERABLES

Minutes, contact list, vision summary

### WORKSHOP 2 - PROJECT EXPLORATION

#### TASKS

Present program space list with preliminary space diagrams, technical requirements  
Conduct multi-use space & amenity survey  
Discuss cultural arts trends  
Explore potential of each site, identify pros and cons  
Discuss building identity

#### DELIVERABLES

Preliminary space requirements list  
Preferred site diagram

### WORKSHOP 3 - PROJECT DEVELOPMENT

#### TASKS

Present multiple site and space diagram options  
Preliminary conceptual stacking, adjacency, and block massing

#### DELIVERABLES

Preferred space diagram, site, and stacking scheme

### WORKSHOP 4 - PROJECT REFINEMENT

#### TASKS

Present refined plans, site, and stacking schemes  
Review conceptual building massing, material studies  
Discuss and propose engineering systems

#### DELIVERABLES

Final site configuration with conceptual floor plans and stacking

### WORKSHOP 5 - PROJECT EXECUTION

#### TASKS

Present final design options, preferred direction determined  
Present detailed building massing schemes  
Review preliminary cost estimates and budget

#### DELIVERABLES

Final massing configuration and elevations

### WORKSHOP 6 - PROJECT PRESENTATION

#### TASKS

Present the final draft of the pre-design study  
Identify revisions  
Present final draft of the costs estimates and budget

#### DELIVERABLES

Final draft of the pre-design study

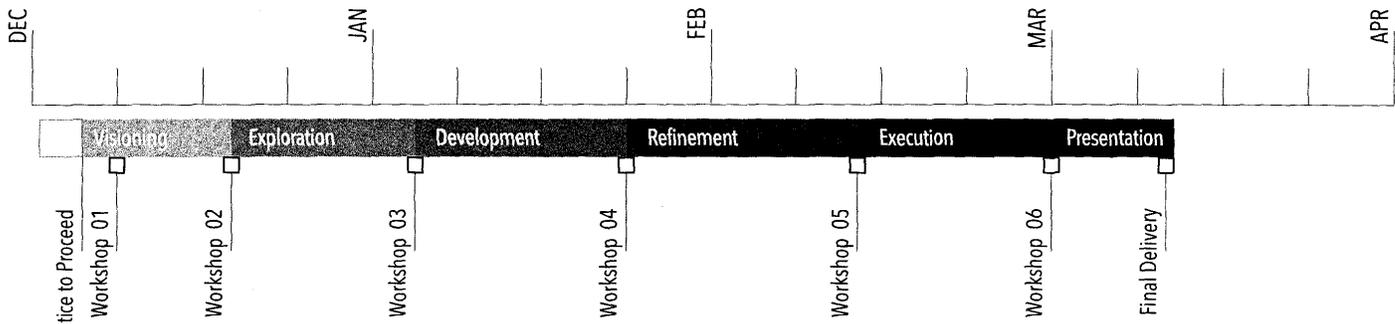
### FINAL DELIVERY

Conceptual Site Plan  
Conceptual Floor Plan  
Conceptual Massing and Elevations  
Conceptual Structural System  
Conceptual Mechanical System  
Conceptual Electrical System and Infrastructure  
Cost Estimate & Budget

**SCHEDULE**

Method Studio has an impeccable record of client satisfaction and repeat business. This is in part due to our ability to deliver a project on schedule and on budget. Our firm resources of over 60 staff allow us to quickly adapt to the inevitable challenges that occur during the design and construction process.

In the current challenging bid climate, with costs seeming to creep higher with each week, we understand the importance of being able to deliver a project in an efficient and timely manner. We also feel strongly that what makes a project successful is thoroughness, detail, and quality control. In order for us to capitalize on both timely delivery and accuracy, we have developed a proposed schedule that we believe strikes balances between the two. The proposed schedule provides the final report slightly sooner than the schedule from the RFP. We welcome the opportunity and encourage a review of our proposed schedule with you, as well as potential options for a faster delivery.



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Becky Hawkins, being first duly sworn, deposes and says that he or she is Principal & CEO of Method Studio, Inc., the party making the foregoing bid. The bidder, offeror, or contractor represents that it has not: 1) provided an illegal gift or payoff to a West Jordan City officer or employee or former West Jordan City officer or employee, or his or her relative or business entity; 2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the city conflict of interest ordinance; or 3) knowingly influenced (and hereby promises that it will not knowingly influence) a West Jordan City officer or employee or former West Jordan City officer or employee to breach any of the ethical standards set forth in the city conflict of interest ordinance, title 1, chapter 11 of the West Jordan city code.

Responsible Managing Officer: Becky Hawkins Title: Principal, CEO Organization: Method Studio, Inc. Address: 925 S. West Temple, Salt Lake City, UT 84101

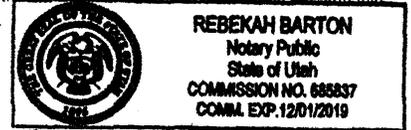
STATE OF UTAH ) :SS COUNTY OF SALT LAKE

On this 15th day of November, 2016, personally appeared before me, REBEKAH BARTON who being by me duly sworn did say that he or she is the Principal and CEO of Method Studio Inc. and that the foregoing instrument was signed in behalf of said entity by proper authority, and he or she acknowledged to me that said entity executed the same.

Rebekah Barton  
NOTARY PUBLIC

My Commission Expires: 12/1/19

Residing in CENTERVILLE County, DAVIS



## FEE PROPOSAL

Based on the scope of services defined in your Request for Proposal for the City of West Jordan, West Jordan Cultural Arts Facility, Method Studio, Inc. proposes the following fees for the West Jordan Cultural Arts Facility pre-design report. Please note, we have always been successful in negotiating fair fees & schedules with our clients - something we take great pride in. If there are any concerns related to our fees above or our proposed schedule on the following page, we welcome an opportunity to negotiate and discuss as needed.

**Total Fees:** **\$11,860.00**  
(NOT-TO-EXCEED)

1. Prepare conceptual plans & elevations:  
(5 days = 40 hours @ \$115.00 avg. hourly rate) \$4,600.00
  - includes (1) site visit + kickoff meeting
  - (4) additional team meetings
  - concept design options and refinement
  
2. Engineering studies; further evaluation of potential sites:  
(lump sum) \$3,000.00
  - includes (2) site visits + meetings/discussion
  - summary narrative of findings & site plan(s)
  
3. Establish a project budget:  
(lump sum) \$1,500.00
  - Initial budget review/discussion
  - Final project budget
  
4. Pre-design report: \$2,760.00  
(3 days = 24 hours @ \$115.00 avg. hourly rate)
  - Presentation of final report
  - Report includes summary of all findings
  - Printed, bound reports (10)
  - Electronic deliverable of report

**Reimbursable Expenses:** **(not-to-exceed) \$750.00**

Reimbursable expenses include, but are not limited to, printing, reproductions, plotting, travel expenses, etc. will be billed to the owner at cost.

**Additional Services (if desired):**

Any additional services requested beyond the scope listed above will be charged at the following hourly rates:

Principal	\$160.00	Design Support	\$ 105.00
Project Manager	\$125.00	Job Captain	\$ 105.00
Project Architect	\$115.00	Interior Design	\$ 125.00
Programmer	\$115.00	CADD Technician	\$ 105.00
Lead Designer	\$140.00	Administrative Support	\$ 85.00

**NOTE:**

**As mentioned above, Method Studio, Inc. has always been successful in negotiating fair fees & schedules with our clients - something we take great pride in. If there are any concerns related to our fees above or our proposed schedule on the following page, we welcome an opportunity to negotiate and discuss as needed.**