



NOTICE OF REGULAR MEETING OF THE BOARD OF DAVIS COUNTY COMMISSIONERS

PUBLIC NOTICE is hereby given that the Board of Davis County Commissioners will hold a Commission Meeting at the Davis County Administration Building, 61 South Main Street, Suite 303, Farmington, Utah, commencing at 10:00 AM on August 4, 2026.

Commissioners may conduct this meeting in-person or via phone. Meeting proceedings may be viewed through [YouTube livestreaming](#). Comments regarding agenda items may be directed to the Commissioners in-person during the meeting or by emailing comments to commissioners@daviscountyutah.gov by 5:00 PM the day before the meeting.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Davis County Clerk's Office, at 801-451-3508, prior to the meeting.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

RECOGNITION, PRESENTATION, AND INFORMATIONAL ITEMS

- 1 **#2026-685. Recognition of Service and Retirement of Jan Winborg, Executive Director at Davis Community Housing Authority** - *recommended by Lorene Kamalu, Davis County Commission Vice Chair, Commissioners' Office*
- 2 **#2026-768. August Employee Service Awards** - *recommended by Lorene Kamalu, Davis County Commission Vice Chair, Commissioners' Office*

BUSINESS/ACTION

COMMUNITY & ECONOMIC DEVELOPMENT

- 3 **#2026-765. Approval of a Sponsorship Agreement with Bountiful Davis Arts Center for 2026 Programming & Exhibits** - *recommended by Kent Andersen, Director, Community & Economic Development - Tourism*

Financial Information:

- Type: Payable
- Amount: \$7,000.00

Terms:

- Beginning Date: 08/04/2026
- Ending Date: 12/31/2026

FACILITIES

- 4 **#2026-755. Approval of an Agreement with Stout Building Contractors, LLC for General Contractor Services to Build a New Health Department Technical Center** - *recommended by Lane Rose, Director, Facilities*

Financial Information:

- Type: Payable
- Amount: \$1,819,725.00

Terms:

- Beginning Date: 08/04/2026
- Ending Date: 07/31/2027

HEALTH

- 5 **#2026-760. Approval of the Davis County Senior Services Title VI Plan for Non-Discrimination in the Federal Transit Program with Utah Transit Authority (UTA)** - *recommended by Brian Hatch, Director, Health - Senior Services*

Financial Information: N/A

Terms:

- Beginning Date: 06/15/2026
- Ending Date: 06/15/2029

- 6 **#2026-762. Approval of an Agreement with Utah Legal Services, Inc. for Senior Legal Services for Fiscal Year 2027** - *recommended by Brian Hatch, Director, Health - Senior Services*

Financial Information:

- Type: Payable
- Amount: \$7,752.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

LIBRARY

- 7 **#2026-761. Approval of an Agreement with the Utah State Library for the Community Library Enhancement (CLEF) Grant** - *recommended by Joshua Johnson, Director, Library*

Financial Information:

- Type: Receivable
- Amount: \$31,853.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

- 8 **#2026-767. Approval of Tenant Subordination, Attornment and Non-disturbance, and Substitution of Landlord Agreement for Contract #2025-1390** - *recommended by Joshua Johnson, Director, Library*

Financial Information: N/A

Terms: N/A

SHERIFF'S OFFICE

- 9 **#2026-764. Approval of an Agreement Between Davis County and the Utah Department of Public Safety Bureau of Criminal Identification (BCI) for Security and Training for Operating Personnel to Access the Utah Criminal Justice Information System (UCJIS) File Information (Previous Year's Contract #2025-0606)** - *recommended by Arnold Butcher, Chief Deputy, Sheriff's Office*

Financial Information:

- Type: Pass-Through
- Amount: N/A

Terms:

- Beginning Date: 07/23/2026
- Ending Date: 06/30/2027

SURVEYOR'S OFFICE

- 10 **ORD #2026-4. Approval of an Ordinance Amending Portions of Chapter 14.22 of the County Code - Land Surveying and Land Survey Monuments** - *recommended by Max Elliott, Davis County Surveyor, Surveyor's Office*

Financial Information: N/A

Terms:

- Beginning Date: 15 days after its passage
- Ending Date: N/A

CONSENT ITEMS

- 11 **#2026-696. Approval of an Agreement with SLC TCG for Trading Card Expo** - *recommended by Kent Andersen, Director, Community & Economic Development - Western Sports Park*

Financial Information:

- Type: Receivable
- Amount: \$5,162.50

Terms:

- Beginning Date: 09/05/2026
- Ending Date: 09/06/2026

- 12 **#2026-756. Approval of an Agreement with Club Utah Basketball Academy for Basketball Training** - *recommended by Kent Andersen, Director, Community & Economic Development - Western Sports Park*

Financial Information:

- Type: Receivable
- Amount: \$4,336.50

Terms:

- Beginning Date: 07/29/2026
- Ending Date: 08/11/2026

- 13 **#2026-757. Approval of an Agreement with The North American Grappling Association for Grappling Tournaments** - *recommended by Kent Andersen, Director, Community & Economic Development - Western Sports Park*

Financial Information:

- Type: Receivable
- Amount: \$13,422.50

Terms:

- Beginning Date: 05/21/2027
- Ending Date: 10/02/2027

- 14 **#2026-769. Ratification of an Employee Settlement and Release Agreement** - *recommended by Shawn Choate, Director, Human Resources*

Financial Information: N/A

Terms: N/A

- 15 **#2026-758. Approval of the Training Reimbursement Agreement between Davis County and Christopher Jason Delancey for Special Functions Training and Basic Corrections Training with Christopher Jason Delancey as the Trainee - recommended by Arnold Butcher, Chief Deputy, Sheriff's Office**

Financial Information:

- Type: Payable
- Amount: \$18,978.00

Terms:

- Beginning Date: When all parties have signed the agreement
- Ending Date: When all parties have satisfied each of their respective duties under the agreement

- 16 **#2026-759. Approval for Training Reimbursement Agreement between Jakob Bradford Harmon and Davis County for Special Functions Training and Basic Corrections Training with Jakob Bradford Harmon as the Trainee - recommended by Arnold Butcher, Chief Deputy, Sheriff's Office**

Financial Information:

- Type: Payable
- Amount: \$18,594.00

Terms:

- Beginning Date: Effective when all parties have signed this agreement
- Ending Date: When all parties have satisfied each of their respective duties under the agreement

BOARD OF EQUALIZATION

- 17 **#2026-31. Property Tax Register 08-04-2026 - recommended by Scott Parke, County Controller, Tax Administration**

CLOSING REMARKS

07/31/2026
Posted by the Davis County Clerk's Office

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Presentation
Department: Commissioners' Office
Presenter: Lorene Kamalu, Davis County Commission Vice Chair
Agenda Item: Recognition of Service and Retirement of Jan Winborg, Executive Director at Davis Community Housing Authority

Vendor/Customer Name:	Purchase Type:	Procurement Method:
.	N/A	N/A

Financial Information: N/A
Additional Financial Terms: N/A

Terms: N/A

Attachments:

1. 6.16.26 Jan Winborg Resolution (1)

2026-685

Submitted by: Carrie Batte, Office Manager
Requested meeting date: 8/4/2026

DAVIS COMMUNITY HOUSING AUTHORITY
352 S 200 W, Suite 1
Farmington, Utah 84025

BOARD RESOLUTION 2026-12

Recognition of Service and Retirement of Jan Winborg

WHEREAS, Jan Winborg began her distinguished career with the Davis Community Housing Authority in January 1984 as a Property Clerk and, through dedication, hard work, and exceptional ability, progressed through numerous roles including Property Manager, Rehabilitation Clerk, Section 8 Coordinator, Section 8 Supervisor, Administrative Assistant, Deputy Director, and ultimately Executive Director, to which she was appointed in August 2008; and

WHEREAS, over the course of more than 42 years of service, Ms. Winborg demonstrated unwavering commitment to the mission of the Authority and provided steadfast leadership in advancing affordable housing opportunities for the residents of Davis County; and

WHEREAS, during her tenure as Executive Director, Ms. Winborg was instrumental in the purchase of the Authority's office building in Farmington, a strategic accomplishment that not only provided a permanent home for the Authority but also generated non-HUD revenue through leasing additional suites, strengthening the Authority's financial independence; and

WHEREAS, through prudent financial stewardship and wise investments under Ms. Winborg's leadership, the Authority enhanced its financial position and established resources to support the development of additional affordable housing for individuals and families of low income; and

WHEREAS, Ms. Winborg's outgoing personality, welcoming spirit, and ability to adapt and thrive through industry changes fostered a positive organizational culture and earned her the respect and admiration of colleagues, partners, and the community; and

WHEREAS, Ms. Winborg has been a tireless advocate for the low-income housing community, dedicating her career to improving lives and strengthening communities throughout Davis County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Davis Community Housing Authority hereby expresses its deepest gratitude and sincere appreciation to Jan Winborg for her more than 42 years of exemplary service and outstanding contributions to the Authority and the people it serves; and

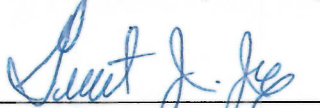
BE IT FURTHER RESOLVED that the Board congratulates Ms. Winborg on her well-earned retirement and extends its heartfelt wishes for continued happiness, good health, and fulfillment in the years ahead; and

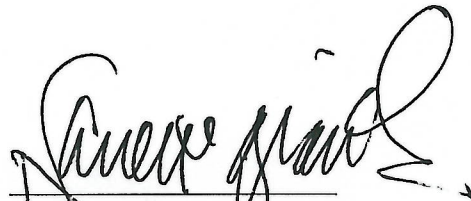
DAVIS COMMUNITY HOUSING AUTHORITY
352 S 200 W, Suite 1
Farmington, Utah 84025

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Authority and that a copy be presented to Ms. Winborg as a lasting expression of the Board's respect, admiration, and appreciation, and recognizes her enduring legacy of leadership, service, and commitment to affordable housing in Davis County.

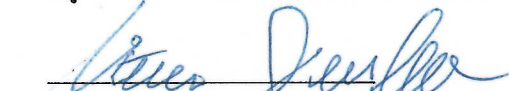
ADOPTED this 16th day of June 2026.

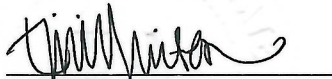
BOARD OF COMMISSIONERS
Davis Community Housing Authority


Grant J. Jex / Board Chair


Nanette Gravier / EO Commissioner

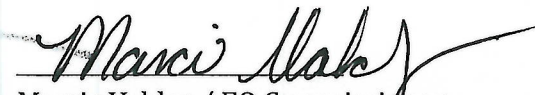

Sue Stevenson / Vice Chair


Steve Tumblin / Commissioner


Tricia Winter / Secretary


Carol Page / Commissioner


Nena Leal / Commissioner


Marcie Valdez / EO Commissioner


Ryan Steinbeigle / Commissioner

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Presentation
Department: Commissioners' Office
Presenter: Lorene Kamalu, Davis County Commission Vice Chair
Agenda Item: August Employee Service Awards

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information: N/A **Terms:** N/A
Additional Financial Terms: N/A

Attachments:
1. Employee Service Awards - August 2026

2026-768

Submitted by: Anthony Archuleta, Executive Assistant
Requested meeting date: 8/4/2026



Employee Service Awards - August 2026

CORRECTIONS	10		DARRIN RUBENS
911 EMERGENCY	35		CYNDI ARCHBOLD
ANIMAL CARE	5		MADISON LEYBA
DAVIS PARK GOLF COURSE	5	NO	CASH HELQUIST
DAVIS PARK GOLF COURSE	20		CHRISTINE WESEMANN
INFORMATION SYSTEMS	25		TOM HACKING
LIBRARY	5	NO	AMANDA KELLER
LIBRARY	20	NO	CHELSEA ECHEVERRIA
TREASURER	10		NANCY CLARK-SMITH

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Community & Economic Development - Tourism
Presenter: Kent Andersen, Director
Agenda Item: Approval of a Sponsorship Agreement with Bountiful Davis Arts Center for 2026 Programming & Exhibits

Vendor/Customer Name:	Purchase Type:	Procurement Method:
Bountiful Davis Arts Center	One-time	N/A

Financial Information:

- Type: Payable
- Amount: \$7,000.00

Terms:

- Beginning Date: 08/04/2026
- Ending Date: 12/31/2026

Additional Financial Terms:

- GL Account Number: 1810170-540540
- Davis County Match: No
- Additional Financial Information: N/A

Attachments:

1. 2026 Bountiful Davis Arts Center Sponsorship agreement (2) (1)

2026-765

Submitted by: Megan Christensen, Tourism Marketing Manager
Requested meeting date: 8/4/2026

DAVIS COUNTY STANDARD SPONSORSHIP AGREEMENT

This DAVIS COUNTY STANDARD SPONSORSHIP AGREEMENT (this “Agreement”) is made and entered into by and between DAVIS COUNTY (hereinafter “County”), a political subdivision of the State of Utah, and Bountiful Davis Arts Center (hereinafter “Center”). County and Center may be collectively referred to as the “Parties” herein.

RECITALS

This Agreement is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. Center is a 501c3 art center promoting art, music, education, and culture located at 90 N Main St. Bountiful, Utah 84010;
- B. The Parties desire County to be a sponsor of Center for the 2026 year pursuant to the terms of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

CONTACT INFORMATION

Center:	Bountiful Davis Arts Center	Phone:	801.295.3618
Contact:	Sarina Ehrhoff	Cell:	
Address:	90 N. Main Street. Bountiful, Utah 84010	E-mail:	sarina@bdac.org

1. County’s Responsibilities.

- A. For Davis County to be recognized as a sponsor in its entirety, County must submit a \$7,000 payment to the Center the Center by August 14, 2026. Allocation of sponsorship monies broken down in Center’s Responsibilities section.
- B. County shall provide Center with its high-resolution logo.

2. Center’s Responsibilities.

- A. Gallery Sponsor for 2026 exhibit season (\$1,000):
 - a) Access to a private VIP room for Discover Davis (up to 10 guests) during the statewide Annual Exhibit (Center’s largest annual exhibition)
 - b) Logo recognition on signage at the opening receptions thanking Discover Davis as a sponsor
 - c) Prominent feature on Center’s donor wall, which will reach over 300,000 visitors annually at the Art Center
 - d) Acknowledgement on the Center’s website on the sponsorship page, newsletters, and social media with a link to Discover Davis URL
 - e) Mention in every new exhibition press release for 2026 as a supporter
 - f) Public acknowledgment and thanks at opening receptions
- B. Silver Sponsor for Center Summerfest (\$2,500)
 - a) Recognition on the Summerfest website and name listing on all event signage
 - b) Logo listing on event signage and collateral, and a “thank you to” from the stage
 - c) Recognition on Center’s donor wall for one year and one dedicated social media recognition post
 - d) A dedicated 10x10 booth at Summerfest (both days; limited to four sponsors) to engage directly with attendees – or – A single use of the Center FRAME Modular Community Space or Boardroom for a private event in 2026, plus Center will distribute County’s branded materials during Summerfest.
- C. Main Street Stroll Support (\$1,000)
 - a) Support Main Street Stroll projects and initiatives aimed at enhancing the visibility, economic growth, and success of local merchants
 - b) Discover Davis signage acknowledging county’s support of initiative at any stroll event
- D. Gingerbread Festival/Winter Art Market Sponsorship (\$2,500)
 - a) Acknowledgement on Center website and logo on marketing materials for event as a sponsor
 - b) Public acknowledgment and thanks at opening receptions

- #### **3. Center’s Products and Materials.**
- Center agrees and hereby gives County the right to use Center’s logos, advertising materials, and related things or items, through several mediums. Center shall provide County with its high resolution logo, if applicable, as soon as possible.

4. **Term of Agreement.** The term of this Agreement shall begin when this Agreement is signed by both Parties and shall, with the exception of all promises of indemnification or as otherwise expressly set forth herein, terminate on December 31, 2026, at 11:59 p.m., unless extended or terminated earlier pursuant to the terms of this Agreement.
5. **Termination of Agreement.** This Agreement may be terminated by any of the following actions:
- A. By either party after any material breach of this Agreement;
 - B. By the mutual, written agreement of the Parties;
 - C. By either party, without cause, upon 90 days prior written notice.
 - D. As otherwise set forth in this Agreement.
6. **Notices.** All notices, demands, and/or requests required or permitted under this Agreement (collectively, the “Notices”) shall be in writing and shall be delivered personally, by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the party(ies) at their respective address(es) set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three (3) business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

If to County:

Davis County

Attn: Chair, Davis County Board of County Commissioners

61 South Main Street, Ste. 301

P.O. Box 618

Farmington, UT 84025

If to Center:

Bountiful Davis Arts Center

Attn: Sarina Ehrgott

90 North Main Street

Bountiful, Utah 84010

7. **Indemnification.** Each Party (“Indemnitor”), for itself, and on behalf of its officers, owners, employees, agents, and representatives (collectively, “Indemnitor’s Representatives”) agrees to indemnify the other Party, as well as the other Party’s Officers, employees, agents, and representatives (collectively, “Indemnitor’s Representatives”) from any loss, damage, injury, liability, claim, action, clause of action, demand, expense, cost including defense cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate to this Contract or the acts or omissions of Indemnitor or Indemnitor’s Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Contract shall limit or waive any liability of Indemnitor or Indemnitor’s Representatives under this section of this Agreement.
8. **Independent Contractor.** The relationship of the Parties is that of independent contractors, and neither party will incur any debts or make any commitments for the other party except as expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be construed as creating between the Parties the relationship of joint ventures, co-partners, employer/employee or principal and agent. Center and Theatre’s Representatives shall not be deemed to be employees, agents, or representatives of County.
9. **Assignment Restricted.** The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of County.
10. **Binding Effect; Entire Agreement, Amendment.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogates and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
11. **Choice of Law; Jurisdiction; Venue.** This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the

federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

- 12. Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 13. Severability.** If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
- 14. Authorization.** The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.
- 15. Time of Essence.** Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.
- 16. Recitals Incorporated.** The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
- 17. Counterparts; Electronically Transmitted Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

DAVIS COUNTY By: _____ Chairperson Davis County Board of County Commissioners Dated: _____ ATTEST: _____ Brian Mckenzie Davis County Clerk Dated: _____	BOUNTIFUL DAVIS ARTS CENTER By:  _____ Printed Name: Sarina Ehrgott Title/Position: Executive Director Dated: July 27, 2026
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Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Facilities
Presenter: Lane Rose, Director
Agenda Item: Approval of an Agreement with Stout Building Contractors, LLC for General Contractor Services to Build a New Health Department Technical Center

Vendor/Customer Name: Stout Building Contractors, LLC	Purchase Type: One-time	Procurement Method: Invitation to Bid
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Financial Information: • Type: Payable • Amount: \$1,819,725.00	Terms: • Beginning Date: 08/04/2026 • Ending Date: 07/31/2027
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Additional Financial Terms:

- GL Account Number: 4610930-620720
- Davis County Match: N/A
- Additional Financial Information: N/A

Attachments:

1. A101-2017 (7.27.2026) - Stout Signed

2026-755

Submitted by: Lane Rose, Director
Requested meeting date: 8/4/2026

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 28th day of July in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Davis County, a body corporate and politic and a legal subdivision of the State of Utah
PO Box 618
61 S Main St
Farmington, UT 84025

and the Contractor:
(Name, legal status, address and other information)

Stout Building Contractors, LLC
1113 S 500 W
Bountiful, UT 84025

for the following Project:
(Name, location and detailed description)

Davis County Health Department Technical Center
160 S Main Street
Clearfield, UT 84010

The Architect:
(Name, legal status, address and other information)

Gary Hunt, Architect, P.C.
3556 W 910 S
Syracuse, UT 84075

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

☐ [N/A] A date set forth in a notice to proceed issued by the Owner.

☐ [N/A] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: April 30, 2027

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be, and shall not exceed (\$ 1,819,725.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Geotechnical testing	Not to Exceed \$10,000.00
3 rd Part Testing and Inspection	Not to Exceed \$20,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Project is not completed by the Substantial Completion deadline, the Owner will not access liquidated damages to the Contractor, but only if the Contractor does not charge the Owner: (1) any amount in excess of the supervising and administration costs initially agreed upon by the parties for this Project; and (2) any amount in excess of the general conditions costs initially agreed upon by the parties for this Project. Otherwise, the Owner will access liquidated damages in the amount of \$1,000.00 per day beginning on the Substantial Completion deadline and continuing until the Project is completed.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the final day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 60 days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

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User Notes:

(6a612041627adaac4bd1fa93)

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, insurance and bond costs

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Retainage in an amount equal to the cost required to complete all punch list items to entirely complete the Work for the Project.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

8 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Intentionally Omitted

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [X] Litigation in a court of competent jurisdiction

☐ [X] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Lane Rose
61 S Main Street
Farmington, UT 84025
lrose@co.davis.ut.us
801-451-3211

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Joe Easton
1113 S 500 W
Bountiful, UT 84010
joe@stoutllc.com
801-837-1077

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Notices under this subsection shall be made by the Contractor to the Owner's representative as set forth in Subsection 8.2 of this Agreement. Notices under this subsection shall be made by the Owner to the Contractor's representative, if any, as set forth in Subsection 8.3 of this Agreement.

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

N/A

- .5 Drawings

Number	Title	Date
2025-14	Davis County Health Department Vehicle Emissions Technical Center	20 May 2026

- .6 Specifications

Section	Title	Date	Pages
Refer to Drawings identified above and the addenda identified below			

- .7 Addenda, if any:

Number	Date	Pages
Addendum 1	June 8, 2026	5 pages
Addendum 2	June 15, 2026	2 pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[X] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[X] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[X] Supplementary and other Conditions of the Contract:

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

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

OWNER (Signature)

BY: Bob J Stevenson, Chair, Davis County Board of Commissioners

(Printed name and title)

CONTRACTOR (Signature)

BY: James Stout, Manager

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:20:59 MDT on 07/23/2026.

Changes to original AIA text

PAGE 1

PAGE 2

[– X] The date of this Agreement.

[N/A] A date set forth in a notice to proceed issued by the Owner.

[N/A] Established as follows:

PAGE 3

[N/A] Not later than () calendar days from the date of commencement of the Work.

[– X] By the following date: April 30, 2027

Portion of Work

N/A

Substantial Completion Date

N/A

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$, and shall not exceed (\$ 1,819,725.00)~~, subject to additions and deductions as provided in the Contract Documents.

Item
N/A

Price
N/A

Item

Price

Conditions for
Acceptance

N/A

N/A

N/A

Item	Price
<u>Geotechnical testing</u>	<u>Not to Exceed \$10,000.00</u>
<u>3rd Part Testing and Inspection</u>	<u>Not to Exceed \$20,000.00</u>

Item	Units and Limitations	Price per Unit (\$0.00)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the final day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(-)~~60 days after the Architect receives the Application for Payment.

PAGE 5

PAGE 6

~~-% 8 % per annum~~

§ 6.1 Initial Decision Maker Intentionally Omitted

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201 – 2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

§ 6.2 Binding Dispute Resolution

§ 6.2 Binding Dispute Resolution

lrose@co.davis.ut.us

PAGE 7

PAGE 8

Number	Title	Date
<u>2025-14</u>	<u>Davis County Health</u> <u>Department Vehicle</u> <u>Emissions Technical</u> <u>Center</u>	<u>20 May 2026</u>
Number	Date	Pages
<u>Addendum 1</u>	<u>June 8, 2026</u>	<u>5 pages</u>
<u>Addendum 2</u>	<u>June 15, 2026</u>	<u>2 pages</u>

Variable Information

PAGE 1

AGREEMENT made as of the 28th day of July in the year 2026

Davis County, a body corporate and politic and a legal subdivision of the State of Utah

PO Box 618

61 S Main St

Farmington, UT 84025

Stout Building Contractors, LLC

1113 S 500 W

Bountiful, UT 84025

Davis County Health Department Technical Center

160 S Main Street

Clearfield, UT 84010

Gary Hunt, Architect, P.C.

3556 W 910 S

Syracuse, UT 84075

PAGE 2

[- X -] The date of this Agreement.

PAGE 3

[- X -] By the following date: April 30, 2027

Portion of Work

N/A

Substantial Completion Date

N/A

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$, and shall not exceed (\$ 1,819,725.00)~~, subject to additions and deductions as provided in the Contract Documents.

Item

N/A

Price

N/A

Item	Price	Conditions for Acceptance
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Item	Price	
<u>Geotechnical testing</u>	<u>Not to Exceed \$10,000.00</u>	
<u>3rd Part Testing and Inspection</u>	<u>Not to Exceed \$20,000.00</u>	
Item	Units and Limitations	Price per Unit (\$0.00)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

If the Project is not completed by the Substantial Completion deadline, the Owner will not access liquidated damages to the Contractor, but only if the Contractor does not charge the Owner: (1) any amount in excess of the supervising and administration costs initially agreed upon by the parties for this Project; and (2) any amount in excess of the general conditions costs initially agreed upon by the parties for this Project. Otherwise, the Owner will access liquidated damages in the amount of \$1,000.00 per day beginning on the Substantial Completion deadline and continuing until the Project is completed.

PAGE 4

N/A

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the final day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~()~~ 60 days after the Architect receives the Application for Payment.

PAGE 5

5%

General Conditions, insurance and bond costs

N/A

Retainage in an amount equal to the cost required to complete all punch list items to entirely complete the Work for the Project.

N/A

PAGE 6

~~% 8 % per annum~~

☐ N/A] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ X] Litigation in a court of competent jurisdiction

☐ N/A] Other (*Specify*)

N/A

Lane Rose
61 S Main Street
Farmington, UT 84025
801-451-3211

PAGE 7

Joe Easton
1113 S 500 W
Bountiful, UT 84010
joe@stoutllc.com
801-837-1077

Notices under this subsection shall be made by the Contractor to the Owner's representative as set forth in Subsection 8.2 of this Agreement. Notices under this subsection shall be made by the Owner to the Contractor's representative, if any, as set forth in Subsection 8.3 of this Agreement.

N/A

N/A

Number	Title	Date
<u>2025-14</u>	<u>Davis County Health</u> <u>Department Vehicle</u> <u>Emissions Technical</u> <u>Center</u>	<u>20 May 2026</u>

PAGE 8

Section	Title	Date	Pages
<u>Refer to Drawings identified above</u> <u>and the addenda identified below</u>			

Number	Date	Pages
<u>Addendum 1</u>	<u>June 8, 2026</u>	<u>5 pages</u>
<u>Addendum 2</u>	<u>June 15, 2026</u>	<u>2 pages</u>

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

[N/A] The Sustainability Plan:

[N/A] Supplementary and other Conditions of the Contract:

N/A

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mike Kendall, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:20:59 MDT on 07/23/2026 under Order No. 20250097809 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 28th day of July in the year 2026
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Davis County Health Department Technical Center
160 S Main Street
Clearfield, UT 84015

THE OWNER:
(Name, legal status and address)

Davis County, a body corporate and politic and a legal subdivision of the State of Utah
PO Box 618
61 S Main St
Farmington, UT 84025

THE CONTRACTOR:
(Name, legal status and address)

Stout Building Contractors, LLC
1113 S 500 W
Bountiful, UT 84025

TABLE OF ARTICLES

A.1 GENERAL

A.2 INTENTIONALLY OMITTED

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 INTENTIONALLY OMITTED

ARTICLE A.1 GENERAL

The Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended.

ARTICLE A.2 INTENTIONALLY OMITTED

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, and CG 20 37 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 Prior to signing the Agreement, the Contractor shall purchase the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$2,000,000.00 each occurrence, \$5,000,000.00 general aggregate, and \$2,000,000.00 aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than \$1,000,000.00 each accident, \$1,000,000.00 each employee, and \$1,000,000.00 policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 Intentionally omitted.

§ A.3.2.9 Intentionally omitted.

§ A.3.2.10 Intentionally omitted.

§ A.3.2.11 Intentionally omitted.

§ A.3.2.12 Intentionally omitted.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Prior to signing the Agreement, the Contractor shall purchase the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

§ A.3.3.2.1 Intentionally omitted.

§ A.3.3.2.2 Intentionally omitted.

§ A.3.3.2.3 Intentionally omitted.

§ A.3.3.2.4 Property insurance written on a builder's risk "all-risk" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. This insurance shall cover damage to property while it is in storage and in transit. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications, the cost of the labor performed, and the cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.3.3.2.4.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Contractor,

Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payers.

- .1 **Causes of Loss.** The insurance required by this Section A.3.3.2.4 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.
- .2 **Specific Required Coverages.** The insurance required by this Section A.3.3.2.4 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems for testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses.
- .3 Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section A.3.3.2.4 or, if necessary, replace the insurance policy required under Section A.3.3.2.4 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.3.3.2.5 For covered events under the insurance required by Section A.3.3.2.4, the following provisions apply:

- .1 For covered events caused by the fault or negligence of Owner, or Owner's employees, agents, consultants, or separate contractors, Owner shall be responsible for all such deductibles and losses not covered;
- .2 For covered events caused by the fault or negligence of Contractor, or Contractor's employees, agents, Subcontractors, Sub-subcontractors, suppliers, or consultants, Contractor shall be responsible for all such deductibles and losses not covered; and
- .3 For all other covered events, Contractor shall be responsible for all such deductibles and losses not covered.

§ A.3.3.2.6 Intentionally omitted.

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Cost of Construction
Performance Bond	Cost of Construction

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 INTENTIONALLY OMITTED

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

PAGE 1

A.2 OWNER'S INSURANCE~~INTENTIONALLY OMITTED~~

A.4 SPECIAL TERMS AND CONDITIONS~~INTENTIONALLY OMITTED~~

The ~~Owner and Contractor~~ shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 — OWNER'S INSURANCE

§ A.2.1 General

PAGE 2

~~Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~

§ A.2.2 Liability Insurance

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.~~

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below:

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance,** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance,** to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below:

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ ~~§ A.2.5.1 Cyber Security Insurance~~ for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

(Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ ~~§ A.2.5.2 Other Insurance~~

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

, as amended.

ARTICLE A.2 INTENTIONALLY OMITTED

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, ~~the Architect, and the Architect's consultants~~ as additional ~~insureds~~insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, ~~CG 20 37 07 04,~~ and, ~~with respect to the Architect and the Architect's consultants, CG 20 32 CG 20 37 07 04.~~

§ A.3.2.1 ~~The~~Prior to signing the Agreement, the Contractor shall purchase ~~and maintain~~ the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~unless a different duration is stated below:~~

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$)\$2,000,000.00~~ each occurrence, ~~(\$)\$5,000,000.00~~ general aggregate, and ~~(\$)\$2,000,000.00~~ aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 4

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ~~(\$)\$1,000,000.00~~ per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.6 Employers' Liability with policy limits not less than ~~(\$)\$1,000,000.00~~ each accident, ~~(\$)\$1,000,000.00~~ each employee, and ~~(\$)\$1,000,000.00~~ policy limit.

§ A.3.2.8 ~~If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate~~Intentionally omitted.

§ A.3.2.9 ~~If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate~~Intentionally omitted.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate. Intentionally omitted.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate. Intentionally omitted.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate. Intentionally omitted.

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased. Prior to signing the Agreement, the Contractor shall purchase the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

PAGE 5

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all risks" completed value form.

☐ § A.3.3.2.5 Property insurance on an "all risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

☐ § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

§ A.3.3.2.1 Intentionally omitted.

§ A.3.3.2.2 Intentionally omitted.

§ A.3.3.2.3 Intentionally omitted.

§ A.3.3.2.4 Property insurance written on a builder's risk "all-risk" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. This insurance shall cover damage to property while it is in storage and in transit. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications, the cost of the labor performed, and the cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.3.3.2.4.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payers.

- .1 Causes of Loss. The insurance required by this Section A.3.3.2.4 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.
- .2 Specific Required Coverages. The insurance required by this Section A.3.3.2.4 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems for testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses.
- .3 Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section A.3.3.2.4 or, if necessary, replace the insurance policy required under Section A.3.3.2.4 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

PAGE 6

§ A.3.3.2.5 For covered events under the insurance required by Section A.3.3.2.4, the following provisions apply:

- .1 For covered events caused by the fault or negligence of Owner, or Owner's employees, agents, consultants, or separate contractors, Owner shall be responsible for all such deductibles and losses not covered;
- .2 For covered events caused by the fault or negligence of Contractor, or Contractor's employees, agents, Subcontractors, Sub-subcontractors, suppliers, or consultants, Contractor shall be responsible for all such deductibles and losses not covered; and
- .3 For all other covered events, Contractor shall be responsible for all such deductibles and losses not covered.

Type	Penal Sum (\$0.00)
Payment Bond	<u>Cost of Construction</u>
Performance Bond	<u>Cost of Construction</u>

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

INTENTIONALLY OMITTED

Variable Information

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 28th day of July in the year 2026

Davis County Health Department Technical Center

160 S Main Street

Clearfield, UT 84015

Davis County, a body corporate and politic and a legal subdivision of the State of Utah

PO Box 618

61 S Main St

Farmington, UT 84025

Stout Building Contractors, LLC

1113 S 500 W

Bountiful, UT 84025

PAGE 6

Type	Penal Sum (\$0.00)
Payment Bond	<u>Cost of Construction</u>
Performance Bond	<u>Cost of Construction</u>

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Davis County Health Department Technical Center
160 South Main Street, Clearfield Utah 84015

THE OWNER:

(Name, legal status and address)

Davis County, a body corporate and politic and a legal subdivision of the State of Utah
PO Box 618
61 S Main St
Farmington, UT 84025

THE ARCHITECT:

(Name, legal status and address)

Gary Hunt, Architect
P.C. Domestic Business Corporation
3556 West 910 South Syracuse, Utah 84075

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION

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User Notes:

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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval

13.4.4

Certificates of Insurance

9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.2

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
15.1.2, 15.4.1.1

Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, **11.3**

Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
2.3.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4

Successors and Assigns
13.2
Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Intentionally Omitted

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its

remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed in the manner provided in Section 1.6.1.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Intentionally omitted.

§ 2.2.2 Upon written request by the Contractor and receipt of such request by the Owner, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe

performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized

that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall request a Change Order under Article 7. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.

Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness to avoid delay in the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents.

The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of

the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall generally include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. In circumstances when the Owner and Contractor do not include the Architect in such communications, whether intentionally or unintentionally, the Owner may notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will

review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of

the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom,

- workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor

shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between

the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or

shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 Intentionally omitted.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Intentionally Omitted

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made

necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party with a copy sent to the Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with an agreement between the Owner and the Contractor, subject to the right of either party to proceed in accordance with this Article 15.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Conduct Prior to Mediation or Legal Proceedings

§ 15.2.1 The Contractor and the Owner agree to exercise good faith efforts to resolve Claims and disputes amicably and in a timely manner in accordance with a partnering approach to problem solving and, if mutual agreement is not achieved, by using the dispute resolution process set forth in Section 15.3 and 15.4 hereof.

§ 15.2.2 Intentionally omitted.

§ 15.2.3 Intentionally omitted.

§ 15.2.4 Intentionally omitted.

§ 15.2.5 Intentionally omitted.

§ 15.2.6 Intentionally

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute initiate litigation as provided in Section 15.4 herein.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Legal Proceedings

§ 15.4.1 Any Claim arising out of or related to the Contract, except those waived as provided in Sections 9.10.4, 9.10.5, and 15.1.7, that is not resolved by mediation as provided in Section 15.3 shall be resolved by litigation in the state or federal courts in the state of Utah.

§ 15.4.2 Intentionally omitted.

§ 15.4.3 Both parties hereby waive any and all right to a trial by jury. Any and all claims, disputes, or controversies between them related to or arising out of the Contract shall be resolved in the state or federal courts in the state of Utah and all issues shall be tried and found by the court and not a jury.

§ 15.4.4 Intentionally Omitted

Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:24:20 MDT on 07/23/2026.

Changes to original AIA text

PAGE 3

8.3.1, 15.3.2, 15.4-

PAGE 7

3.14, 6.2.5-

PAGE 15

PAGE 16

§ 1.1.8 Initial Decision Maker

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~ Intentionally Omitted

PAGE 17

~~§ 1.6.1 Except as otherwise provided in Section 1.6.2, where~~ Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

~~§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery in the manner provided in Section 1.6.1.~~

PAGE 18

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~ Intentionally omitted.

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor~~ Upon written request by the Contractor and receipt of such request by the Owner, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

PAGE 20

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall ~~submit Claims as provided in~~ request a Change Order under Article 15.7. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

PAGE 21

- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the ~~Contract Sum but not in the~~ allowances; and

PAGE 22

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness to avoid delay in the Work.

PAGE 25

The Owner and Contractor shall generally include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. ~~The Owner shall promptly~~ In circumstances when the owner and Contractor do not include the Architect in such communications, whether intentionally or unintentionally, the Owner may notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

PAGE 36

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or

insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

PAGE 37

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; ~~(2) the Architect and Architect's consultants; and (3) and~~ (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

PAGE 38

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance. Intentionally omitted.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

Intentionally Omitted

PAGE 41

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. ~~The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party ~~and to the Initial Decision Maker,~~ with a copy sent to the Architect, ~~if the Architect is not serving as the Initial Decision Maker.~~ Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. ~~In such event, no decision by the Initial Decision Maker is required.~~

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with ~~the Initial Decision Maker's decision~~ an agreement between the Owner and the Contractor, subject to the right of either party to proceed in accordance with this Article 15. ~~The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

§ 15.2 Initial Decision Conduct Prior to Mediation or Legal Proceedings

§ 15.2.1 Claims, ~~excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5,~~ shall be referred to the Initial Decision Maker for initial decision. ~~The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~ The Contractor and the Owner agree to exercise good faith efforts to resolve Claims and disputes amicably and in a timely manner in accordance with a partnering approach to problem solving and, if mutual agreement is not achieved, by using the dispute resolution process set forth in Section 15.3 and 15.4 hereof.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. ~~Intentionally omitted.~~

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense. ~~Intentionally omitted.~~

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. ~~Intentionally omitted.~~

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating

that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution Intentionally omitted.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. Intentionally

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

PAGE 44

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation Mediation shall proceed in advance of binding dispute resolution legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision initiate litigation as provided in Section 15.4 herein.

§ 15.4 Arbitration Legal Proceedings

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof Any Claim arising out of or related to the Contract, except those waived as provided in Sections 9.10.4, 9.10.5, and 15.1.7, that is not resolved by mediation as provided in Section 15.3 shall be resolved by litigation in the state or federal courts in the state of Utah.

§ 15.4.2 Intentionally omitted.

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~
Both parties hereby waive any and all right to a trial by jury. Any and all claims, disputes, or controversies between them related to or arising out of the Contract shall be resolved in the state or federal courts in the state of Utah and all issues shall be tried and found by the court and not a jury.

PAGE 45

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~ Intentionally Omitted

Variable Information

PAGE 1

Davis County Health Department Technical Center

160 South Main Street, Clearfield Utah 84015

Davis County, a body corporate and politic and a legal subdivision of the State of Utah

PO Box 618

61 S Main St

Farmington, UT 84025

Gary Hunt, Architect

P.C. Domestic Business Corporation

3556 West 910 South Syracuse, Utah 84075

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mike Kendall, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:24:20 MDT on 07/23/2026 under Order No. 20250097809 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Health - Senior Services
Presenter: Brian Hatch, Director
Agenda Item: Approval of the Davis County Senior Services Title VI Plan for Non-Discrimination in the Federal Transit Program with Utah Transit Authority (UTA)

Vendor/Customer Name:	Purchase Type:	Procurement Method:
Utah Transit Authority	N/A	N/A

Financial Information: N/A

Terms:

- Beginning Date: 06/15/2026
- Ending Date: 06/15/2029

Additional Financial Terms: N/A

Attachments:

1. Davis County Senior Services Title VI Plan June 2023 (2)

2026-760

Submitted by: Elizabeth Carlisle, Accounting Manager
Requested meeting date: 8/4/2026

Davis County Senior Services

Title VI Plan

Non-Discrimination in the Federal Transit Program

“Simple justice requires that public funds to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination.”

—John F. Kennedy

Davis County Senior Services

The Agency affirms:

1. Title VI of the Civil Rights Act of 1964 prohibits discrimination in federally assisted programs. Title VI was amended by the Civil Rights Restoration Act of 1987 (P.L. 100-259), effective March 22, 1988, which added Section 606, expanding the definition of the terms “programs or activities” to include all of the operations of an educational institution, governmental entity, or private employer that receives federal funds if any one operation receives federal funds.
2. Davis County Senior Services is a Local Government entity. It is the policy of Davis County Senior Services to ensure compliance with Title VI of the Civil Rights Act of 1964 and all related statutes or regulations in all programs and activities so administered.
3. The Davis County Senior Services Title VI Coordinator is granted the authority to administer and monitor the Title VI Plan as promulgated under Title VI of the Civil Rights Act of 1964 and any subsequent legislation. The Title VI Coordinator will provide assistance as needed.
4. Davis County Senior Services will take all steps to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity of the Agency.
5. The Agency recognizes the need for annual Title VI training for Agency personnel.

Name of Signatory or

Davis County Commission

Date

ATTEST:

Brian McKenzie

Davis County Clerk

1. Compliance/Monitoring Review and Training

Davis County Senior Services agrees to participate in on-site reviews and cooperate with Compliance Staff throughout the review process.

1.1 In conducting on-site reviews, the UTA Compliance Officer looks for the following:

1. Clearly displayed Title VI posters with the required information (in vehicles and in public spaces)
 - a. Description of Title VI
 - b. Explanation of how to obtain Title VI information
 - c. Explanation of how to file a complaint
 - d. Available complaint forms
2. Current file containing complaints
3. UTA conducts periodic on-site monitor assessments to determine the sub recipient's compliance with the FTA Title VI regulations. These reviews include service measurements, location of transit service and facilities, participation opportunities in the transit planning and decision-making processes, and communication needs of persons with limited English proficiency (LEP).

Davis County Senior Services agrees to participate in training that includes Title VI and its requirements. The UTA Compliance Officer presents the following:

1. Introduces Title VI and its requirements for compliance
 - a. Provides information regarding outreach opportunities to minority populations and demographic information
2. Provides sample Title VI posters (including required signatures and contact information)
 - a. Discusses required poster locations
3. Discusses LEP and provides the sample UTA LEP tools
4. Discusses Title VI complaint forms
5. Provides sample Title VI complaint forms
6. Discusses the required maintenance of a Title VI file readily available for review
7. Discusses the reporting requirements and the annual Certification and Assurances
 - a. Discusses the required Title VI verification, including a description of lawsuits and complaints for the past year

In addition to new sub recipients, training by the UTA Compliance Officer and UTA Civil Rights staff is also conducted as requested and as changes in the law occur, as needed. Both the Compliance Officer and the Civil Rights staff are also available any time as a technical resource for questions or concerns regarding Title VI and its requirements.

1.2 Certification and Assurance Submission

Davis County Senior Services agrees to submit the annual Title VI assurance to UTA as part of the annual Certification and Assurance submission.

1.3 Title VI Complaint Procedures

UTA investigates and tracks Title VI complaints filed with UTA against sub recipients.

1.4 Procedure for Investigations, Complaints and Lawsuits

UTA has developed and maintains a list of any active investigations conducted by entities other than FTA, lawsuits, or complaints naming the recipient and/or sub recipients that allege discrimination on the basis of race, color, or national origin. This list includes the date the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient or sub recipient in response to the investigation

2. Title VI Complaint Procedure and Investigation Guidelines

Davis County Senior Services has developed procedures for investigating and tracking Title VI complaints filed against them and has made those procedures for filing a complaint available to the public. The complaint procedure is outlined below:

2.1 Complaint Procedure

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by Davis County Senior Services may file a Title VI complaint by completing and submitting the Agency's Title VI Complaint Form (see appendix A). Davis County Senior Services will investigate complaints received no more than 180 calendar days after the alleged incident. Davis County Senior Services will process complaints that have completed all elements of the complaint form.

Once the complaint is received, Davis County Senior Services will review it to determine they have jurisdiction. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated by Davis County Senior Services.

Davis County Senior Services has 10 business days to investigate the complaint. If more information is needed to resolve the case, Davis County Senior Services may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the investigator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue the case.

After the investigator reviews the complaint, Davis County Senior Services will issue one of two letters to the complainant:

1. A closure letter that summarizes the allegations and states there was not a Title VI violation and that the case will be closed, or
2. A Letter of Finding (LOF) that summarizes the allegations and the interviews regarding the alleged incident, and explains if any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, she/he has 10 calendar days after the date of the closure letter or the LOF to do so. If an appeal has been submitted, Davis County Senior Services will forward appeals to the UTA Civil Rights Title VI Coordinator within 10 days.

When a complaint has been directly filed with another state or federal agency, the Agency is to inform the Title VI Coordinator where the complaint has been filed and coordinate any action needed by Davis County Senior Services or UTA to resolve the complaint.

A person may also file a complaint directly with the Federal Transit Administration at:

FTA Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590

2.2 Title VI Informal Complaint Policy

Title VI complaints may be resolved by informal means. When informal means are utilized, the complainant must be informed of their right to file a formal written complaint. Such informal attempts and their results will be summarized by Davis County Senior Services' identified Title VI Coordinator. The coordinator will log the complaint in the required complaint log. If the complaint cannot be resolved informally, Davis County Senior Services' identified Title VI Coordinator must inform the complainant of the formal process outlined above and instruct the complainant on how to proceed.

2.3 Title VI Log of Complaints/Lawsuits, etc.

Davis County Senior Services will prepare and maintain a list of any alleged discrimination on the basis of race, color, or national origin, including any active investigations conducted by entities other than FTA, lawsuits, and complaints naming the Agency. The list will include the date that the investigation, lawsuit or complaint was filed; a summary of the allegation(s) and date resolved. See Appendix A for sample complaint log.

3. Title VI Notice to Beneficiaries

Davis County Senior Services will provide information to the public regarding the agency's obligations under FTA's Title VI regulations and apprise members of the public of the protection against discrimination afforded to them by Title VI. At a minimum, Davis County Senior Services shall disseminate this information to the public by posting the notice on its website and in local media. Davis County Senior Services will document where and when this information is posted.

Davis County Senior Services will widely distribute its Title VI plan. The Title VI notifications are also included with all newly printed or revised agency publications, brochures and pamphlets meant for public consumption. The following notice is standard wording for publications, brochures, flyers, etc.:

Davis County Senior Services is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and relevant guidance. The Agency assures that no person in the United States shall, on the grounds of race, color or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

To request additional information on Davis County Senior Services' Title VI policy, or to file a discrimination complaint, please contact Davis County Senior Services at 801-525-5050.

The Complaint Procedure is located at North Davis Senior Activity Center, 42 South State Street, Clearfield, UT.

Any individual who requires language assistance or is seeking more information on UTA's nondiscrimination obligations can contact Customer Service at rideuta@rideuta.com or by calling 801-743-3882.

4. Title VI Poster Requirements

Davis County Senior Services will provide a poster (found in Appendix A) to meet the requirements listed below and will provide updates as required. They will also keep a database of the location of all Title VI posters and ensure they are clearly posted in the appropriate public places. Posters will include the following information:

- Description of agency Title VI commitment
- Information for more of Agency's Title VI program and the procedures to file a complaint, contact information, email, and address
- For more information, visit:
<https://www.daviscountyutah.gov/health/aging-and-adult-services/transportation>
- FTA and UTA Office of Civil Rights, Attention Title VI Program Coordinators, address to file a complaint directly with either the state or federal agency directly
- Additional information if another language is needed call 801-525-5050 Ensure the sentence inserted on the poster is also provided in any language(s) spoken by LEP populations that meet the Safe Harbor Threshold.

5. Public Participation Plan

Davis County Senior Services will work with UTA staff to identify targeted minorities within the service area. UTA staff will supply demographic information to the lowest census level possible within the region to identify specifically what minority populations exist within the agency's service area. Davis County Senior Services will identify the appropriate locations to disseminate information to the identified populations (e.g., church, neighborhood gathering space) to seek comment, interest in new service or service revisions and/or

extensions. All activities related to Title VI outreach will be documented and maintained on file. This plan and documentation will be made available at UTA's request.

Davis County Senior Services will coordinate with the regional mobility manager to ensure that Davis County Senior Services is included in regional planning efforts and that regional planning efforts include outreach to targeted populations within the service area.

Davis County Senior Services will provide a summary to UTA of all outreach efforts upon request or prior to future plan submittals and review and recognizes that future funding for new or revised service requires documentation of the above efforts.

6. Limited English Proficiency

Davis County Senior Services is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. By completing the Four Factor Analysis below, Davis County Senior Services assures that no person shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any FTA service, program, or activity.

1. Indicate the number or proportion of LEP persons eligible to be served or likely to be encountered by the program.
 - a. Describe how LEP persons interact with the Agency.
 - b. Identify LEP communities by language group.
 - c. Identify whether LEP persons are underserved by the Agency service due to language barriers.
2. Indicate the frequency with which LEP persons come into contact with the program through the following methods:
 - a. Buses
 - b. Public meetings
 - c. Customer service interactions
 - d. Surveys
3. Describe the service and the nature of importance of the service (narrative).
 - a. Participate in the development of the coordinated plan to meet the specific transportation needs of seniors and people with disabilities especially those with LEP needs.
 - b. Include special language assistance for public meetings.
4. Indicate the resources available to Agency for LEP outreach, as well as the costs associated with that outreach.

7. Staff Ongoing Title VI Training Process/Description

All Davis County Senior Services staff and volunteers will be trained annually or as newly hired staff/volunteers on Title VI. Training will include the following documents:

- Non-discrimination poster
- Title VI complaint form
- Complaint log
- LEP

Davis County Senior Services will utilize UTA staff to assist with training. Training log will be signed by all participants when training is completed and filed as part of the Title VI program documentation.

Appendix A- Forms



Davis County Senior Services Title VI Complaint Form

Complaints must be filed within 180 days of the alleged act of discrimination.

Section I

Name _____ Address _____

Telephone Numbers:

(Home) _____ (Cell) _____

Email Address: _____

Accessible Format Requirements? Large Print _____ Audio tape _____ TDD _____ Other _____

Section II

Are you filing this complaint on your own behalf? Yes _____ No _____

(If you answered "yes" to this question, go to Section III.)

If not, please supply the name and relationship of the person for whom you are complaining:

Name: _____ Relationship to you: _____

Reason you filed for them: _____

Have you obtained the permission of the aggrieved party to file on their behalf? Yes _____ No _____

Section III

Have you previously filed a Title VI complaint with this agency? Yes _____ No _____

Section IV

Name of agency complaint is against: _____

Agency Contact person: _____ Title: _____

Telephone number: _____

On separate sheets, please describe your complaint. You should include specific details such as names, dates, times, route numbers, witnesses, and any other information that would assist us in our investigation of your allegations. Please also provide any other documentation that is relevant to this complaint. Please include the basis of the complaint; race, color, national origin, sex, age, disability or income status.

Signature: _____ Date _____

We cannot accept your complaint without a signature.

Please mail your completed form and attached sheets to :

Rachelle Blackham, Davis County Health Department Deputy Director/ Title VI Coordinator



Physical: 22 S State Street, Clearfield, UT 84015
Mailing: PO Box 618, Farmington, UT 84025
daviscountyutah.gov/health

NON-DISCRIMINATION TITLE VI POSTER

Title VI and Nondiscrimination Commitment:

Pursuant to Title VI of the Civil Rights Act of 1964 and related laws and regulations, Davis County Health Department will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, or national origin. 42 U.S.C. § 2000d.

ADA/504 Statement:

Pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), and related federal and state laws and regulations, Davis County Health Department will not discriminate on the basis of disability in the provision of services, programs, and activities. It is the intent of the County to guarantee eligible disabled persons equal opportunity to participate in or enjoy the benefits of County services, programs, or activities at the senior activity centers. The County will conduct informal individualized assessments of its participants with disabilities, as required by policy and Section 504. The County will determine whether reasonable accommodation will be provided, and the nature of such accommodation. Individuals with disabilities may request a reasonable accommodation by submitting a written request to the ADA/Section 504 Coordinator. Davis County Senior Services Division Staff will provide reasonable accommodation in compliance with Section 504 of the Rehabilitation Act and the ADA unless doing so will impose an undue burden or alter the essential nature of the program.

Complaint Procedures:

Any person who believes that they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Davis County. Any such complaint must be in writing and filed with the Davis County Senior Services Division Director/Title VI Coordinator within one hundred eighty (180) calendar days following the date of the alleged discriminatory occurrence. For more information, please contact the Davis County Senior Service's Title VI Coordinator. Complaints may also be filed at the local level, with the Utah Transit Authority's or Utah Department of Transportation's Title VI Administrator.

Davis County Senior Services Title VI/ADA/Section 504 Coordinator

Rachelle Blackham
PO Box 618
Farmington, UT 84025
Email: rblackham@co.davis.ut.us
Phone: 801-525-5050

UTA Title VI and ADA

UTA Civil Rights Compliance Officer
Email: civilrights@rideuta.com

UDOT Title VI Specialist

PO BOX 141265
Salt Lake City, UT 84114
Email: civilrights@utah.gov
Phone: 801-965-4384
Fax: 801-965-4101

CARTEL DEL TÍTULO VI DE LA NO DISCRIMINACIÓN

Título VI y Compromiso de No Discriminación:

De conformidad con el Título VI de la Ley de Derechos Civiles de 1964 y las leyes y reglamentos relacionados, el Departamento de Salud del Condado de Davis no excluirá de la participación, negará los beneficios ni someterá a discriminación a ninguna persona por motivos de raza, color u origen nacional. 42 USC § 2000d.

Declaración ADA/504:

De conformidad con la Sección 504 de la Ley de Rehabilitación de 1973 (Sección 504), la Ley de Estadounidenses con Discapacidades de 1990 (ADA) y las leyes y reglamentos federales y estatales relacionados, el Departamento de Salud del Condado de Davis no discriminará por motivos de discapacidad en la disposición de servicios, programas y actividades. Es la intención del Condado garantizar a las personas discapacitadas elegibles la misma oportunidad de participar o disfrutar de los beneficios de los servicios, programas o actividades del Condado en los centros de actividades para personas mayores. El Condado llevará a cabo evaluaciones individualizadas informales de sus participantes con discapacidades, según lo exige la política y la Sección 504. El Condado determinará si se proporcionarán adaptaciones razonables y la naturaleza de dichas adaptaciones. Las personas con discapacidades pueden solicitar una adaptación razonable presentando una solicitud por escrito al Coordinador de ADA/Sección 504. El personal de la División de Servicios para Personas Mayores del Condado de Davis proporcionará adaptaciones razonables de conformidad con la Sección 504 de la Ley de Rehabilitación y la ADA, a menos que hacerlo imponga una carga indebida o altere la naturaleza esencial del programa.

Proceso para Tramitar Quejas:

Cualquier persona que crea que ha sido agraviada por una práctica discriminatoria ilegal bajo el Título VI tiene derecho a presentar una queja formal ante el Condado de Davis. Cualquier queja de este tipo debe hacerse por escrito y presentarse ante el Director de la División de Servicios para Personas Mayores del Condado de Davis/Coordinador del Título VI dentro de los ciento ochenta (180) días calendario posteriores a la fecha del presunto incidente discriminatorio. Para obtener más información, comuníquese con el Coordinador del Título VI del Servicio para Personas Mayores del Condado de Davis. Las quejas también se pueden presentar a nivel local, con el Administrador del Título VI de la Autoridad de Tránsito de Utah o del Departamento de Transporte de Utah.

Servicios para personas mayores del condado de Davis Coordinador del Título VI/ADA/Sección 504

Rachelle Blackham
apartado de correos 618
Farmington, UT 84025
Correo electrónico: rblackham@co.davis.ut.us
Teléfono: 801-525-5050

Coordinador Título VI/ADA de UTA

Oficiales de Cumplimiento de UTA
Correo electrónico: civilrights@rideuta.com

Especialista en Título VI de UDOT

Apartado postal 141265
Salt Lake City, UT 84114
Correo electrónico: civilrights@utah.gov
Teléfono: 801-965-4384
Fax: 801-965-4101

TITLE VI COMPLAINT LOG
Davis County Senior Services

[illegible]

Appendix B- LEPP

Limited English Proficiency Plan

Introduction

The majority of people living in the United States read, write, speak, and understand English. There are, however, many persons for whom English is not their primary language. These persons, who have limited ability to read, write, speak or understand English, are considered limited English proficient, or "LEP." Language barriers often inhibit, or prohibit, LEP persons from accessing benefits and services, from understanding and exercising rights, from fulfilling responsibilities and obligations, and from understanding information provided to them regarding federally funded programs, activities, and services.

In an effort to continue to provide a cooperative and comprehensive transportation service for residents of Davis County, a Limited English Proficiency Plan has been developed. The Limited English Proficiency Plan (LEPP) outlines how to identify persons who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available. The goal of the LEPP is to ensure that all residents of Davis County can, to the fullest extent practicable, participate in the transportation planning and decision-making process.

Title VI and Executive Order 13166

Davis County is committed to incorporating Title VI considerations into its public participation process. During the public participation process, populations that have been traditionally underserved by existing transportation systems, including but not limited to low-income and minority households, are sought out and their needs considered.

Title VI states that no person is excluded from participation in, denied the benefit of, or subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, national origin, age, sex, disability, or religion. Title VI prohibits discrimination: whether intentional or where the unintended effect is unduly burdensome. The Title VI Complaint Procedure outlines the Title VI policy, how an individual may submit a complaint, how the complaint will be investigated and potential resolution scenarios.

On August 11, 2000, President Clinton signed Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." The Executive Order requires Federal agencies to examine the services they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. It is expected that agency plans will provide for such meaningful access consistent with, and without unduly burdening, the fundamental mission of the agency. The Executive Order also requires that the Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

This Limited English Proficiency Plan outlines Davis County's efforts to make information available to limited English proficient (LEP) persons. According to U.S. Department of Transportation Guidelines, a four-factor analysis is used to evaluate the extent to which language assistance measures are required to ensure meaningful access to LEP persons.

Four Factor Analysis

The Four Factor Analysis considers the following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity or service.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity or service provided by the federal-funding recipient to people's lives.
4. Resources available to federal-funding recipients and costs of language assistance.

Factor 1: The number and proportion of LEP persons in the service area.

The latest Census Bureau data was reviewed in order to analyze the profile of Davis County's population. For the purposes of the LEPP, persons that identified themselves as speaking English less than "very well" are considered LEP persons.

Table 1 is reflective of the Davis County populations who speak English less than "very well" and meet the Safe Harbor Provision. The Safe Harbor Provision states that federal agencies are considered to have strong evidence of compliance if they have translated vital documents into the languages for LEP groups numbering 5% of the population or 1,000 persons, whichever is less

Table 1: Top LEP Languages, Davis County

	Total LEP Population	% of Total Pop	% of LEP
Davis County	9,950	2.9%	100%
Spanish	7,080	2.1%	71%
Other Asian and Pacific Island languages	795	0.2%	8%
Other Indo-European languages	616	0.2%	6%
Tagalog (incl. Filipino)	328	0.1%	3%
Chinese (incl. Mandarin, Cantonese)	290	0.1%	3%
Vietnamese	255	0.1%	3%
German or other West Germanic languages	123	0.04%	1%
Other and unspecified languages	118	0.03%	1%
Russian, Polish, or other Slavic languages	107	0.03%	1%
Arabic	94	0.03%	1%
Korean	84	0.02%	1%
French, Haitian, or Cajun	59	0.02%	1%

Source: U.S. Census Bureau. "Language Spoken at Home for the Population 5 Years and Over." *American Community Survey, ACS 5-Year Estimates Detailed Tables, Table C16001*, <https://data.census.gov/table/ACSDT5Y2024.C16001?q=Davis+County,+Utah&t=Language+Spoken+at+Home>.
<https://data.census.gov/table/ACSDT5Y2024.C16001?q=Davis+County,+Utah&t=Language+Spoken+at+Home>

Factor 2: The frequency in which LEP Persons Encounter the Davis County Programs.

Davis County is an area with a rapidly growing population. Encounters with LEP populations are likely to increase in the future.

Currently, Davis County Senior Services staff encounter persons with limited English proficiency on a daily basis at its three senior activity centers. LEP persons are provided with translation services if necessary and are given written information regarding services and programs.

Factor 3: The Importance of the Service Provided by Davis County

Davis County provides a range of services to Davis County residents including public safety, record keeping, planning and community development, and other community services. Among the most important of the services are those transportation services provided through the Davis County Department of Health's Senior Services. Ensuring access to services for the population age 60 and over and to persons with disabilities is vital to overall community health.

Public participation is a priority consideration in all Davis County plans, studies and programs. Understanding and continued involvement are encouraged throughout all processes.

Davis County currently posts agendas for all Commission and Board of Health meetings, which are open to the public.

Factor 4: The Resources Available and Overall Cost

The fourth and final factor of the analysis weighs the preceding three factors to assess the needs of LEP persons within the County against the resources available to the County and the costs of providing access.

Davis County seeks input from all stakeholders, and every effort is made to ensure that the public process is as inclusive as possible. Continued public involvement and participation is encouraged throughout the process. At this time, it is not feasible for Davis County to translate all vital documents into the languages identified in the LEP analysis. Documents will be provided in English and Spanish. Bilingual staff will be used to communicate with individuals as needed. I Speak Cards will be used at local centers. Davis County is committed to providing free oral language translation services at any time requested, as long as appropriate time is allowed to acquire translation services.

MEETING REQUIREMENTS & IMPLEMENTATION

Identifying LEP Individuals Who Need Language Assistance

When first encountering a LEP individual in a face-to-face situation, Davis County staff will use language identification flashcards developed by the U.S. Census Bureau. These cards have the phrase, "Mark this box if you read or speak 'name of language,'" translated into 38 languages. They were designed for use by government and nongovernment agencies to identify the primary language of LEP individuals during face-to-face contacts. The Census Bureau's Language Identification Flashcard can be downloaded for free at

<http://www.lep.gov/ISpeakCards2004.pdf>. Davis County plans to make them available at public meetings and other community input events, as well as in vehicles. Once a language is identified, a relevant point of contact will be notified to assess feasible translation or oral interpretation assistance.

Types of language services available

In the event that Davis County should receive a request for assistance in a language other than English, staff members will take the name and contact information of the person. If the language requested is represented by a County employee, they will be contacted to arrange oral language translation. For languages that employees may not speak, a phone translation service will be utilized to interact with LEP persons.

Within its budget and capabilities, the Davis County staff pledges that it will, to the best of its abilities, ensure that LEP persons have a meaningful opportunity to participate in the planning and decision-making process, in providing access to services.

Staff Training

Current staff members and incoming staff members will be trained on the LEPP and how to assist LEP persons. They will also be instructed to keep a record of language assistance requests so that needs may be accurately assessed in the future.

Annual refresher training will be conducted with all staff members to address changes in the plan, needs of LEP persons and requirements of documentation and tracking of requests.

Monitoring and Updating the LEPP

This LEPP is designed to be flexible and easily updated. At a minimum, Davis County will follow the Title VI program update schedule, as directed by UTA. Davis County understands that its community profile continues to change and that the four-factor analysis may reveal the need for additional LEP services in the future. As such, Davis County will examine its Title VI Plan to ensure that it remains reflective of the community's needs, during regular updates to the public participation process and community needs assessment.

Each update should consider the following components:

- How many LEP persons were encountered? Were their needs met?
- What is the current LEP population in Davis County?
- Has there been a change in the types of languages where translation services are needed?
- Has Davis County's available resources, such as technology, staff, and financial costs, changed?
- Has Davis County fulfilled the goals of the LEPP?
- Were there any complaints received?
- Have new federal or state regulations *concerning* LEP Plans been approved that necessitate the changes to the current LEPP or process for addressing LEP persons?

Providing Notice to LEP Persons

It is important to notify LEP persons of services available free of charge in a language that would be understood. Davis County will modify and add their information to UTA's Title VI Notice, which will be at

the reception desk of each senior activity center, the main reception desk of the Health Department and other public places as seen fit, as well as in the County's Title VI plan.

Dissemination of the Limited English Proficiency Plan

Davis County's LEPP will be posted on the Davis County Website at: daviscountyutah.gov. Copies will be provided to the Utah Department of Transportation (UDOT), the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), and any person or agency requesting a copy.

Any questions or comments regarding this plan should be directed to:

Title VI Coordinator: Rachelle Blackham
22 South State Street
Clearfield, UT 84015
801-525-5050
rblackham@daviscountyutah.gov

Mailing Address: Davis County Senior Services
Attn: Rachelle Blackham
Title VI Coordinator
PO Box 618
Farmington, UT 84025

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Health - Senior Services
Presenter: Brian Hatch, Director
Agenda Item: Approval of an Agreement with Utah Legal Services, Inc. for Senior Legal Services for Fiscal Year 2027

Vendor/Customer Name:	Purchase Type:	Procurement Method:
Utah Legal Services, Inc.	N/A	N/A

Financial Information:

- Type: Payable
- Amount: \$7,752.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

Additional Financial Terms:

- GL Account Number: 1510325-550620
- Davis County Match: No
- Additional Financial Information: N/A

Attachments:

1. Davis County Senior Contract

2026-762

Submitted by: Elizabeth Carlisle, Accounting Manager
Requested meeting date: 8/4/2026

CONTRACT FOR LEGAL SERVICES
FOR FISCAL YEAR 2027

DAVIS COUNTY AREA AGENCY ON AGING

This Contract for Legal Services for Fiscal Year 2027 (this “**Contract**”) is made and entered by and between **Davis County** (“**County**”) and **Utah Legal Services, Inc.** (“**Provider**”). This Contract shall be effective as of July 1, 2026 and shall terminate automatically on June 30, 2027 (the “**Contract Term**”), unless terminated sooner in accordance with the terms and conditions of this Contract. County and Provider may be collectively referred to herein as the “**Parties.**”

RECITALS

- A. The Davis County Health Department (the “**County Health Department**”) is a vital department within the county;
- B. The Davis County Area Agency on Aging is a vital division of the County Health Department; and
- C. The purpose of this Contract is the provision of legal education presentations and direct legal assistance to senior citizen residents of Davis County, consistent with the requirements of the Older Americans Act, 42 U.S.C. § 3001 *et seq.* and the regulations promulgated thereunder, including, but not limited to, 45 C.F.R. § 1321.71.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

I. PAYMENT

1.1 County shall pay Provider up to \$7,752.00 during the Contract Term for the services of Provider under this Contract.

1.2 County shall reimburse Provider the wages actually paid to advocates and support staff performing work under this Contract as well as a proportionate share of personnel benefits; management and supervisory oversight; and non-personnel expenses associated with such performance and supervision, subject to the limitation contained in paragraph 1.1 above. Additionally, County will also reimburse for a proportionate share of meeting time of Provider's staff doing work under this Contract. These meetings are held infrequently to discuss delivery of services to these eligible clients. Time actually expended by advocates and support staff in performing outreach work, including preparation and travel and travel related expenses, will be billed in the same manner as advice to and representation of individual clients. Notwithstanding anything herein to the contrary or otherwise, County, under no circumstances, shall be obligated to pay Provider any amount in excess of \$7,752.00 during the Contract Term for the services under this Contract.

II. ELIGIBILITY

2.1 All residents of Davis County who are age sixty (60) or older are eligible for services hereunder, regardless of income and assets.

III. DESCRIPTION OF SERVICES

3.1 Provider shall conduct legal education presentations at County sponsored sites on dates and times mutually agreeable to County, or County's designee, and Provider.

3.2 Provider shall furnish site managers and recipients of services with WATS line telephone number of Provider and inform them of services available.

3.3 Provider shall furnish necessary materials for preventative legal education presentations.

3.4 Provider shall provide legal advice, and brief representation to eligible clients in matters falling under the service priorities listed in Appendix I attached hereto. To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals. Particular attention shall be given to the needs of low-income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act).

3.5 Provider shall refer eligible clients whose problems do not fall within priorities (or when funding is depleted) to appropriate available resources.

IV. RECORDS AND BILLING

4.1 County shall pay all claims from Provider for services rendered hereunder, limited to the amount stated in paragraph 1.1. Provider shall make all claims quarterly with the final claim under this Contract submitted no later than July 5, 2027.

4.2 Provider shall not bill this Contract for services rendered to eligible clients who are otherwise eligible for Provider's general low-income legal services.

4.3 Provider shall record time spent on case handling of individual clients and make this record, absent personal identifying information, available to County upon request.

Additionally, Provider shall provide, along with the quarterly billing, a list of client matters worked on by Provider's staff during that quarter. This report will include client number, type of case, date case was opened, and date case was closed, if applicable.

4.4 Provider's invoice shall be based on the following categories: a) hours worked by staff members on activities directly chargeable to this Contract, billed at actual gross payroll cost (excluding employer taxes or benefits), b) management, supervision, support, and leave hours for each Provider pay period, charged to each funding source based on the ratio of that source's direct payroll to Provider total direct payroll for that period, and c) benefits and operating expenses, charged to each funding source by removing those items directly chargeable to a specific source and distributing the remainder to each funding source based on the ratio of that source's payroll (a+b) to Provider total payroll for the period. The rate used for c) is reviewed at least semi-annually and adjusted, if needed. Lesser amounts paid to outside service providers may be directly charged to this Contract as a separate line with no administrative fees added; however, substantial use of third parties at County's request may result in additional administrative costs.

V. GENERAL PROVISIONS

It is mutually agreed that:

5.1 All information regarding recipients of services under this Contract shall be confidential, except as needed by County for audits or inspections or otherwise required by law.

Publication of any information that would identify a particular recipient of services is prohibited, unless otherwise required by law.

5.2 Any funds remaining after final reimbursement and accounting shall be the sole property of the County.

5.3 This Contract may be terminated upon thirty (30) days written notice by either party. This Contract is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Contract represents the entire understanding between the Parties with respect to the subject matter herein, and there are no written or oral agreements between them which are not set forth herein. Neither this Contract nor any provisions hereof may be changed, discharged, or terminated verbally, and may be modified or amended only by an instrument in writing, signed by the Parties.

5.4 Provider and Provider's employees, agents, representatives, contractors, or otherwise shall perform this Contract as an independent contractor and shall not assume the rights, responsibilities, or duties of an employee of County. Provider and Provider's employees, agents, representatives, contractors, or otherwise shall not be deemed to be employees, agents, representatives, or otherwise of County. Provider acknowledges and agrees that Provider and Provider's employees, agents, representatives, or otherwise are not in any manner or degree employees of County and shall have no right to and shall not be provided with any County benefits.

5.5 Provider and County agree to abide by all federal statutes and regulations regarding the performance of this Contract and, specifically, the terms and conditions provided in the Older Americans Act and regulations promulgated thereunder.

5.6 The Parties agree that neither this Contract nor the privileges granted herein may be assigned without the prior written consent of County.

5.7 A waiver or modification of any of the provisions of this Contract or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Contract cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

5.8 The relationship between the Parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Parties, or to give rise to fiduciary duties, or to cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts, or obligations of the other party.

5.9 This Contract and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Contract's subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall

have exclusive jurisdiction with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Contract, or its formation or validity and the Parties irrevocably submit to the jurisdiction of the courts of the State of Utah. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

5.10 Any provision of this Contract, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5.11 The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

5.12 The rights and remedies of the Parties under this Contract shall be construed cumulatively, and none of the rights and/or remedies under this Contract shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

5.13 This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only

to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Contract.

5.14 Time is of the essence of all provisions of this Contract.

5.15 The Recitals to this Contract are incorporated herein by reference and made contractual in nature.

5.16 This Contract may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute the same Contract. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY

Bob J Stevenson
Commission Chair
Davis County Board of Commissioners
Date: _____

ATTEST:

Brian McKenzie
Davis County Clerk/Auditor
Date: _____



Brian Hatch
Director of Health
Date: 6/26/2026

FOR UTAH LEGAL SERVICES, INC.

I, Pamela Beatse, hereby declare to the undersigned authority that I am authorized to execute this Contract on behalf of the Utah Legal Services, Inc. and that I do hereby execute the same.

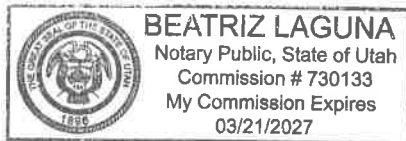
Utah Legal Services, Inc.



PAMELA BEATSE
Executive Director

CORPORATE ACKNOWLEDGMENT

In the County of Salt Lake, State of Utah, on this 14 day of July 2026, before me, the undersigned notary, appeared Pamela Beatse who is personally known to me to be the person who signed the preceding document in my presence and who swore or affirmed to me that she signed it voluntarily for its stated purpose.


NOTARY PUBLIC

Appendix I

Davis County

CASE SERVICE PRIORITIES UTAH LEGAL SERVICES, INC. FY 2027

Case Service Priorities represent one of two criteria for accepting/rejecting particular client matters. The other criterion is legal merit. Advice, flyers, and referral will be given wherever relevant.

To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals to whom representation is not otherwise available. Particular attention shall be given to the needs of low-income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act). Case service priorities for the total hours of client representation and counseling provided under this Contract shall be targeted as follows within the following legal categories:

CONSUMER: collections, repossessions, garnishments, credit access, contracts, warranties, unfair sales, loans, installments, and bankruptcy.

FAMILY: guardianship, conservatorship, custody, visitation rights, power of attorney, divorce, separation, and spouse abuse.

HEALTH: Medicare and Medicaid benefits, rights and payments, and physical disability.

HOUSING: subsidized housing, real property, landlord-tenant issues, tax abatement, and other public housing issues.

INCOME MAINTENANCE: Social Security, SSI, unemployment, veterans' benefits, Food Stamps, Workers Compensation, AFDC, and other welfare.

MISCELLANEOUS: wills, estates, immigration, and mental health.

NO FEE-GENERATING MATTERS WILL BE ACCEPTED FOR REPRESENTATION.

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Approval of an Agreement with the Utah State Library for the Community Library Enhancement (CLEF) Grant

Vendor/Customer Name:	Purchase Type:	Procurement Method:
Utah State Library - 500156	N/A	N/A

Financial Information:

- Type: Receivable
- Amount: \$31,853.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

Additional Financial Terms:

- GL Account Number: 2310580 472300
- Davis County Match: No
- Additional Financial Information: N/A

Attachments:

1. CLEF 2027

2026-761

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 8/4/2026



STATE OF UTAH

CONTRACT #

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah: **Department of Cultural and Community Engagement, Agency Code: 710, State Library Division**, referred to as **USL** and/or **STATE**, and **Davis County Library System**, referred to as **GRANTEE**

Davis County Library System
133 S Main St
PO Box 115
Farmington, Utah 84015

LEGAL STATUS OF GRANTEE

- () Sole Proprietor
() Non-Profit Corporation
() For-Profit Corporation
() Partnership
(X) Government Agency

Contact Person: Josh Johnson
Phone Number: (801) 451-3050
Email: jjohnson@co.davis.ut.us
Vendor ID # 31808I

Commodity Code # 99999

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide Community Library Enhancement Funds (CLEF) for the development of local public library services.
3. **PROCUREMENT:** This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid # N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: Certified Public Library status.
4. **CONTRACT PERIOD:** Effective Date: 07/01/2026 Termination Date: 06/30/2027, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 07/26/2026.**
5. **CONTRACT COSTS:** GRANTEE will be paid a maximum of \$ 31853 for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Standard Terms & Conditions for Grants
Attachment B – Scope of Work and Special Provisions
Attachment C - CLEF report requestions
Other Attachments: The following attachments are required documents and are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

☐ CLEF Final Report, including Budget & Timeline Spreadsheet

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

7. **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.
b. Utah State Procurement Code, Procurement Rules, and GRANTEE'S response to Bid # N/A, dated N/A.
8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is

a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
Further, that contractor is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

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

GRANTEE

STATE



Library Director

Director, State Library Division

Fiscal Officer

N/A - Grant
Director, Division of Purchasing

Date

Director, Division of Finance

Agency Contact for questions during the contract process.

Melanie Boyd
Agency Contact

801.715.6740
Phone Number

801-715-6767
Fax Number

mcwainwright@utah.gov
Email

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
 - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
 - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **"Grant Money"** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
 - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
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 Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee 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. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.
7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee 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) 45 CFR 90 which prohibits discrimination on the basis of age; (iii) 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 (iv) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
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. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
- a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee. Unless otherwise stated in this Agreement, the State agrees to pay Grantee in two (2) installments. The first installment will cover 90% of the allocation and will be paid upon receipt of a completed Funding Opportunity Application including a Budget and Timeline Spreadsheet. The second installment will cover the remaining 10% of the grant and will be paid upon receipt of the Grantee's final grant evaluation as

outlined in ATTACHMENT B Scope of Work and ATTACHMENT C Library Information and Spending Impact Report.

15. **LEGISLATIVE APPROPRIATION:** Disbursement of grant funds is subject to legislative appropriation. Ongoing appropriations are subject to legislative changes on a year-to-year basis.
16. **RECOUPMENT OF FUNDS:** If state audit findings determine that any funds expended by the Grantee violate the terms of this Agreement, the Grantee shall provide funds to the State sufficient to meet the State's repayment demand(s). The Grantee assumes responsibility for ensuring compliance of all subgrantees. The Grantee is responsible for the repayment of funds expended by any subgrantees which violates the terms of this Agreement. If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such.
17. **DISCLOSURE OF OTHER STATE FUNDS:** The Grantee agrees to disclose a comprehensive list of all state funds received, including funds received through direct awards, competitive grants, pass-throughs, partnerships, memorandums of understanding, etc.
18. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
19. **PROHIBITED DISCRIMINATORY PRACTICES:** Grantee understands that, under Utah Code 67-27, no portion of this grant may be used to support required training that promotes discriminatory practices as defined in Utah Code 53H-1-503
20. **ASSIGNMENT:** Grantee 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 the State
21. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

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

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

22. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
23. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State 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 the State 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 Grantee's liability such limitations of liability will not apply to this section.

24. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes 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.
25. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
26. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
27. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
28. **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) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
29. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
30. **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.
31. **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.
32. **RESERVATION OF IMMUNITIES:** The State does not waive any protection or immunity available to it under any statute, rule, regulation, or constitutional provision. Any conflict between this agreement and any applicable statute, rule, regulation, or constitutional provision shall be resolved in favor of the statute, rule, regulation, or constitutional provision.

(Revision date: 12 July 2024)

Contract between USL and Davis County Library System CONTRACT

ATTACHMENT B SCOPE OF WORK AND SPECIAL PROVISIONS

This Contract is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Ann. §§9-7-201(3), 9-7-205(1)(f) and 9-7-205(2) (LexisNexis 2015).

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE signatures by 07/26/2026.** Any exceptions must be arranged in writing via email to pdensley@utah.gov.
2. The effective dates of Contract shall be from 07/01/2026 through 06/30/2027, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed \$31853. Awards below \$5,000 will be paid as a reimbursement.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Melanie Boyd, mcwainwright@utah.gov, 801.715.6740

GRANTEE Contact: Josh Johnson, jjohnson@co.davis.ut.us, (801) 451-3050

SCOPE OF WORK:

1. In fulfilling its responsibilities hereunder GRANTEE shall:
 - (a) Comply with the standards for elements of public library service as specified in *Standards for Utah Public Libraries* in effect as of January 1, 2023.
 - i. LOCAL GOVERNMENT SUPPORT: In order to continue to receive CLEF funds in the future, at least 65% of the library's total operating revenues must come from jurisdictional tax revenues in order for the jurisdiction to be eligible for CLEF. (*Standards for Utah's Public Libraries*, Standard #9)
 - (b) Expend CLEF funds only for the following purposes:
 - 1- **Collection Development** (for example: children's materials, digital media materials, online resources, materials in another language, special new collections, enhanced current collections).
 - 2- **Technology For Public Use** (for example: public access computing, library catalogs, online resources, technology training, Wi-Fi, other technology that can be used by patrons).
 - 3- **Programming** (for example: community outreach programs, any programs sponsored by the library, on or off site).
 - 4- **Retrofitting the Library Building for ADA Compliance** (If you plan to use CLEF monies in this category, you MUST contact the grants coordinator before beginning your project.)
 - 5- **Minor capital projects** (for example, updating furniture, carpet, paint, and minor repairs.)
 - (c) **CLEF funds shall not be used as a match for Federal LSTA grants and shall not replace local funding.**

- (d) Expend the total CLEF funds shown below in accordance with the provisions of this Contract by June 30, 2027, and complete and submit the COMMUNITY LIBRARY ENHANCEMENT FUND Report to USL by June 15, 2027 unless otherwise agreed. This report should be submitted online and is found at <https://cce.my.salesforce-sites.com/usl/> (The USL grants portal.)
- (e) Gather and report information pertaining to library information and spending and impact (see attachment C)

The CLEF Fund Report for the previous State fiscal year must be submitted to the State Library before funds will be provided under the current Contract. GRANTEE also agrees to make library financial records available for audit or inspection, if requested. For additional information regarding CLEF, please refer to library.utah.gov/clef.

2. AGREEMENT AMOUNTS and SCHEDULE OF PAYMENT:

The USL shall pay GRANTEE amount as indicated previously in Attachment B, paragraph 3.

Awards over \$5,000 are payable once the Contract is received by USL with all signatures and is processed accordingly. USL will then return one completed copy of the Contract to the GRANTEE along with the check for 90% of the total payment, as described in Attachment A, paragraph 14. Please note that this process may take several weeks to complete. USL will pay the remaining 10% in accordance with Attachment A, paragraph 14. Awards in amounts less than \$5,000 will be paid as reimbursements upon receipt of Final Report.

ATTACHMENT C

LIBRARY INFORMATION AND SPENDING IMPACT REPORT

- A. Library Information
 - 1. Library Name
 - 2. Name of the person certifying this information
 - 3. Phone number of the person certifying this information
 - 4. Email address of the person certifying this information
 - 5. Total CLEF award (please report on 100% of the award including the forthcoming 10%)

- B. Spending and Impact
 - 1. CLEF amount spent on collection development?
 - 2. Amount of local funds spent on collection development?
 - 3. List the types of collection development materials purchased.
 - 4. Please provide examples of how these materials have benefited your patrons.
 - 5. CLEF amount spent on technology that directly benefits the public.
 - 6. Amount of local funds spent on technology that directly benefits the public.
 - 7. List the types of equipment purchased that benefit the public.
 - 8. Please provide examples of how this equipment has benefited your patrons.
 - 9. CLEF amount spent on library programs?
 - 10. Amount of local funds spent on library programs.
 - 11. What programs did you provide with CLEF?
 - 12. Please provide examples of how these programs have benefited your patrons.
 - 13. CLEF amount spent on retrofitting the library for ADA compliance?
 - 14. Amount of local funds spent on retrofitting the library for ADA compliance.
 - 15. What retrofit did you complete with CLEF?
 - 16. Please provide examples of how these retrofits have benefited your patrons.
 - 17. CLEF amount spent on minor capital improvements?
 - 18. Amount of local funds spent on minor capital improvements.
 - 19. What minor capital improvements did you provide with CLEF?
 - 20. Please provide examples of how these minor capital improvements have benefited your patrons.
 - 21. Please upload a completed budget spreadsheet for your CLEF spending (template available at library.utah.gov/clef)

Signature Page

Contracting entity: Utah State Library

Contract No: #2026-761

Contract description: Approval of an Agreement with the Utah State Library for the Community Library Enhancement Funds (CLEF) Grant

DAVIS COUNTY

By: _____ Date: _____
Bob J Stevenson, Chair
Davis County Board of County Commissioners

ATTEST:

Brian McKenzie
Davis County Clerk

Agenda Item Type:	Agenda Item
Department:	Library
Presenter:	Joshua Johnson, Director
Agenda Item:	Approval of Tenant Subordination, Attornment and Non-disturbance, and Substitution of Landlord Agreement for Contract #2025-1390

Financial Information: N/A **Terms:** N/A

Additional Financial Terms:

Attachments:

1. DC Tenant

2026-767

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 8/4/2026

WHEN RECORDED, RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109

**TENANT SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE,
and SUBSTITUTION OF LANDLORD AGREEMENT**

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed _____, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender"), BRUESTLE HOLDINGS LLC, a Utah limited liability company ("Lessor") BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company ("Sublessor") and DAVIS COUNTY, a Body Corporate and Politic of The State of Utah ("Tenant").

RECITALS

A. Tenant has heretofore entered into a written, unrecorded lease agreement with Liberty Hills Academy for the lease of commercial space (the "Lease Agreement").

B. The Lease Agreement relates to and encumbers a portion of that certain real property located at 85 AND 95 N. MAIN ST., Bountiful, UT 84010, Davis County, State of Utah, together with certain improvements now or hereafter located thereon (the "Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. On the condition that all of Tenant's rights in the Property and the Lease Agreement (the "Tenant's Rights") be subordinated as provided below, Lender has agreed to make a loan under Section 504 of the Small Business Investment Act of 1958, as amended (the "Loan") to BRUESTLE HOLDINGS LLC, a Utah limited liability company, for the benefit of BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company, to improve or to purchase the Property.

D. Lessor has acquired fee title to the Property and is successor to Liberty Hills Academy's interest in the Lease Agreement.

E. In connection with the Loan, BRUESTLE HOLDINGS LLC, a Utah limited liability company, and BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company, have or will be executing a Promissory Note, Deed of Trust, Loan Agreement, and certain other documents required by Lender to evidence and/or secure obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to BRUESTLE HOLDINGS LLC, a Utah limited liability company, the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

1. Subordination to Loan Documents. The Tenant's Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Tenant's Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to commencement of the Lease Agreement.
2. Incorporation by Reference; Attornment and Non-Disturbance. The terms of the Lease Agreement are incorporated herein by this reference. Lender agrees that Tenant shall not be disturbed in its possession of the Property nor shall its rights under the Lease Agreement be terminated so long as no default as to Tenant exists under the Lease Agreement. Tenant will, upon request of any person or party succeeding to the interest of Lender or upon the request of any person or party succeeding to the interest of Tenant's Lessor, automatically become the tenant of such successor in interest without change in the terms or provisions of the Lease Agreement except that:
 - a. Lender and its successors in interest shall have no liability for or obligation to cure any defaults of Lessor which may have existed prior to the time Lender and its successors in interest becomes Tenant's lessor by reason of Lender's obtaining legal title to the Property by reason of foreclosure or otherwise.
 - b. Tenant shall be obligated to pay rents and other ongoing expenses under the Lease to Lender and its successors in interest without credit for any prepaid rents.
 - c. Lender and its successors in interest shall not be liable to Tenant for payment or credit of any amounts paid by Tenant as a security deposit.
 - d. Tenant shall not be entitled to assert any offsets against rent as to Lender and its successors in interest.
 - e. The Lease Agreement may not be amended or modified without the prior, express approval of Lender or its successors in interest.
 - f. In no event shall Lender or its successors in interest be liable to Tenant for completion of tenant improvements, or liable for breach of any warranty regarding the condition or use of the Property or for any defect related to the condition of the Property or of any improvement thereon.
3. Substitution of Lessor. BRUESTLE HOLDINGS LLC, a Utah limited liability company assigns its interest as successor lessor in the Lease Agreement to BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company as sublessor. The Lease Agreement shall be treated in all respects as a sublease between BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company and DAVIS COUNTY, a Body Corporate and Politic of The State of Utah.

4. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan and shall not be deemed to create a duty on the part of the Lender to acquire title to the Property and thereby become Tenant's Landlord.
5. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

EXECUTED as of the day and year first above written.

MOUNTAIN WEST SMALL BUSINESS FINANCE

By: _____
Blake L. Beck, Vice President

DAVIS COUNTY, a Body Corporate and Politic of The State of Utah

By: _____

BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company

By: _____
Kristen Bruestle, Member

BRUESTLE HOLDINGS LLC, a Utah limited liability company

By: _____
Jace Bruestle, Member

STATE OF UTAH)
)
:ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this _____, 2026 by Blake L. Beck, Vice President, Mountain West Small Business Finance.

NOTARY PUBLIC

STATE OF)
)
:ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this _____, by _____
(name) , _____ (title), DAVIS COUNTY, a Body Corporate and
Politic of The State of Utah.

NOTARY PUBLIC

STATE OF UTAH)
)
:ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this _____, 2026 by Kristen Bruestle, Member, BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company.

NOTARY PUBLIC

STATE OF UTAH)
)
) ss.
)
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this _____, 2026 by Jace Bruestle, Member, BRUESTLE HOLDINGS LLC, a Utah limited liability company.

NOTARY PUBLIC

Signature Page

Contracting entity:

Contract No: #2026-767

Contract description: TENANT SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE,
and SUBSTITUTION OF LANDLORD AGREEMENT to Contract 2025-1390

DAVIS COUNTY

By: _____ Date: _____

Bob J Stevenson, Chair
Davis County Board of County Commissioners

ATTEST:

Brian McKenzie
Davis County Clerk

Signature Page

Contracting entity:

Contract No: #2026-767

Contract description: TENANT SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE,
and SUBSTITUTION OF LANDLORD AGREEMENT to Contract 2025-1390

DAVIS COUNTY

By: _____ Date: _____

Bob J Stevenson, Chair
Davis County Board of County Commissioners

ATTEST:

Brian McKenzie
Davis County Clerk

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Sheriff's Office
Presenter: Arnold Butcher, Chief Deputy
Agenda Item: Approval of an Agreement Between Davis County and the Utah Department of Public Safety Bureau of Criminal Identification (BCI) for Security and Training for Operating Personnel to Access the Utah Criminal Justice Information System (UCJIS) File Information (Previous Year's Contract #2025-0606)

Vendor/Customer Name:	Purchase Type:	Procurement Method:
Utah Department of Public Safety Bureau of Criminal Identification	N/A	N/A

Financial Information:

- Type: Pass-Through
- Amount: N/A

Terms:

- Beginning Date: 07/23/2026
- Ending Date: 06/30/2027

Additional Financial Terms: N/A

Attachments:

1. Utah DPS_BCI_Criminal Justice Agency Agreement 26-27

2026-764

Submitted by: Susan Williams, Office Manager II
Requested meeting date: 8/4/2026



UTAH DEPARTMENT OF PUBLIC SAFETY
BUREAU OF CRIMINAL IDENTIFICATION
CRIMINAL JUSTICE AGENCY



AGREEMENT 2026-2027

I, Kelly V. Sparks with Davis County Jail
(AGENCY ADMINISTRATOR) (NAME OF AGENCY)

ORI Number UT006013C hereby acknowledges the need for security and training for operating personnel to access UCJIS file information. This agency agrees to comply with all state and federal statutes and regulations, and to use any information received from UCJIS, ULEISA, and the Public Safety Alerts and Notifications System (PSANS) for criminal justice purposes, criminal justice employment and BCI approved Utah Right of Access only. This agency also agrees to adhere to the National Crime Information Center (NCIC) Operating Manual and the CJIS Security Policy.

QUALITY ASSURANCE: This agency acknowledges that these responsibilities have been developed and approved by the FBI and BCI in order to ensure the legality, reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of UCJIS. This agency agrees to train the authorized agencies it disseminates UCJIS information to on the integrity of this information by familiarizing the agency with the laws, rules, policies, and procedures of the system.

USE OF SYSTEM: This agency agrees to allow the Terminal Agency Coordinator (TAC) sufficient time to perform all necessary duties and attend mandatory training related to UCJIS responsibilities. Attendance at the annual TAC Conference is mandatory. TACs are responsible for ensuring that changes to existing policies and procedures are trained on and implemented within their agency. The TAC must have a valid login identification in order to maintain TAC status.

SCREENING: Per Administrative Rule R722-900, this agency agrees to conduct thorough background screening of all personnel who may come in contact with any CJIS or UCJIS information and any person with unrestricted access to a location containing UCJIS records or a computer with UCJIS access. State and national warrant and criminal history record checks by fingerprint identification must be conducted for users, non-users, and other persons employed or utilized to effectuate access to/or initiate transmission of CJIS or UCJIS information. Once a user has been granted access to the UCJIS system, a fingerprint card must be submitted to BCI within 30 days or the user's access will be disabled.

AUDIT: This agency agrees to be audited by BCI and/or the FBI at least every three years as outlined in the CJIS Security Policy.

SECURITY: This agency is responsible for the following security measures: physical security of communication equipment; personnel security (to include background screening requirements); technical security; and data security (to include any criminal history record information).

TRAINING: This agency acknowledges that the TAC is responsible for training, testing, and affirming the proficiency of users in order to assure compliance with Utah and FBI policies and regulations. Proficiency testing is to be completed within six months of receiving a login identification and every two years thereafter.

DISSEMINATION: This agency acknowledges that dissemination of UCJIS and/or ULEISA information is governed by Utah Code Annotated 53-10-108. This information may be disseminated to criminal justice agencies for criminal justice purposes and criminal justice employment. If an agency has an approved Utah Right of Access contract on file with BCI, they may, when adhering to the guidelines of the contract, disseminate Utah Criminal History (UCH) records to properly identified individuals as acknowledged in the contract.

MISUSE: BCI, as the Control Service Agency (CSA) for Utah, maintains the right to suspend UCJIS service when the security or dissemination requirements agreed to and adopted by and through this contract are violated. Any misuse must be reported to the Director of BCI and the Commissioner of Public Safety per Utah Code Annotated 53-10-108. If service is suspended, BCI may reinstate service upon receipt of a satisfactory corrective action plan.

AGENCIES WITH NCIC AND/OR SWW ENTRY ACCESS

VALIDATION: This agency acknowledges that validation is required for the following records: NCIC (boat, license plate, vehicle, gun, securities, persons, selected article files) and Statewide (warrants and protective orders). This agency should confirm the record(s) is complete, accurate, and is still outstanding or active.

HIT CONFIRMATION: If this agency is not a 24-hour agency, it must have an agreement with a 24-hour agency who will monitor and respond to any NCIC hit confirmations in accordance with the policies and procedures set forth by the International Justice and Public Safety Network (Nlets) and NCIC. This agency also recognizes its own liability for the content and validity of records entered under this agency's ORI.

TIMELINESS: This agency agrees that both NCIC and Statewide records will be entered, modified, and removed promptly to ensure maximum system effectiveness.

LOGGING: A log shall be maintained on all NCIC and III transactions. BCI maintains this log electronically as per the *CJIS Security Policy*.

Please check the access that your agency has been authorized to use.

☐ NCIC ENT	☒ NCIC INQ	☒ III	☒ NLETS	☒ UCH	☒ LOCAL
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This agreement is effective from July 1, 2026 through June 30, 2027. This agreement may be terminated by BCI based on a thirty (30) day written notice or upon failure by the agency to comply with any of the provisions of this agreement. Failure of the agency to sign this agreement shall be grounds to deny UCJIS access to the agency. A new Criminal Justice Agency Agreement must be submitted to BCI should this agency receive a new administrator between July 1, 2026 and June 30, 2027.

Any CJA receiving access to FBI CJIS data shall enter into a signed written agreement with the appropriate signatory authority of the CSA (BCI) providing the access. The written agreement shall specify the FBI CJIS systems and services to which the agency will have access, and the FBI CJIS Division policies to which the agency must adhere. These agreements shall include: 1. Audit 2. Dissemination 3. Hit Confirmation 4. Logging 5. Quality Assurance (QA) 6. Screening (Pre-Employment) 7. Security 8. Timeliness 9. Training 10. Use of the System 11. Validation (CJIS Security Policy)



BCI ADMINISTRATOR (SIGNATURE)

BUREAU OF CRIMINAL IDENTIFICATION
AGENCY NAME

May 1, 2026

DATE



AGENCY ADMINISTRATOR (SIGNATURE)

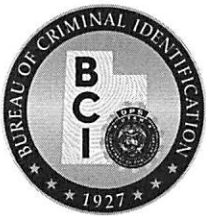
Davis County Sheriff's Office

AGENCY NAME

July 23, 2026

DATE

Once signed, email a copy of this agreement
to your agency's BCI Field Services
representative or
bcifs.@utah.gov



ORI VALIDATION 2026

The ORI Validation form is used to update agency contact information. Please submit this form to your BCI Field Services Representative via email by June 30, 2026. When the agency has changes to contact information, please submit a new form.



Agency ORI:	UT006013C		
Agency Name:	Davis County Jail - DAVSJL		
Address:	800 West State Street Farmington, UT 84025		
Mailing Address (If Different):	P.O. Box 130 Farmington, UT 84025		
Phone Number:	801-451-4100	Fax Number:	801-451-4110
General Email Address for the Agency:	sheriff@daviscountyutah.gov		

Title and Name of ORI Administrator:	Sheriff Kelly V. Sparks
Phone & Email Address of Admin:	801-451-4114 ksparks@daviscountyutah.gov

Name of TAC:	Gwen Seifert
Phone & Email Address of TAC:	801-451-4428 gseifert@daviscountyutah.gov
Name of Alt TAC #1:	Dane Olsen
Phone & Email Address of Alt TAC:	801-451-4145 dolsen@daviscountyutah.gov
Name of Alt TAC #2:	Zachary Jolley
Phone & Email Address of Alt TAC:	801-451-4221 zjolley@daviscountyutah.gov
If you have more Alt TACs, please supply name(s), phone number and email address on separate page.	

Name of IT Security Officer (LASO):	Mike Pace
Phone & Email Address:	801-451-3437 mikep@daviscountyutah.gov
Live Scan IP address (if applicable):	168.180.201.46 for booking & 168.180.195.28 for our ankle monitor program
If Live Scan, mark box for which type:	Criminal ☒ Applicant ☐ Both ☐
Name of Crime Statistics POC:	Elizabeth Pinto
Phone & Email Address:	801-451-4405 epinto@daviscountyutah.gov
Name of Vendor (if applicable):	Motorola Solutions (Spillman)

Is this ORI a 24 hour agency? ☒ YES ☐ NO	A 24 hour agency is available 24 hours a day to handle NCIC Hit Confirmations. Per the NCIC OPERATING MANUAL, INTRODUCTION SECTION: To facilitate compliance with hit confirmation requirements, the originating agency must be available 24 hours a day to confirm its record entries.
If this ORI has entries in NCIC and is not a 24 hour agency, please enter the ORI and NAME of the agency that provides this service for your agency:	

Confirmed ORI Information: No Access Yes, no changes BCI - Please change the following:

Reviewed in Q0 in NCIC	☐	☒
Reviewed in TQ in NLETS	☐	☒

	UCH	MVD	SWW Entry	DLD	SWW Inq	III	NLETS	NCIC Inq	NCIC Ent
Please check the files this ORI accesses:	☒	☒	☐	☒	☒	☒	☒	☒	☐

Is this ORI a UT Right of Access (ROA) agency? ☐ YES ☒ NO	BCI UCH Manual, Utah Right of Access agency definition: private citizens who wish to review their own Utah criminal history may do so by contacting either BCI or a participating local criminal justice agency. To be a ROA agency, the agency must have an approved contract on file with BCI, use the purpose code 'P', and obtain and keep on file a signed waiver from the private citizen.
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ORI VALIDATION 2026

The ORI Validation form is used to update agency contact information. Please submit this form to your BCI Field Services Representative via email by June 30, 2026. When the agency has changes to contact information, please submit a new form.



Agency ORI:	UT006013C		
Agency Name:	Davis County Jail - DAVSJL		
Address:	800 West State Street Farmington, UT 84025		
Mailing Address (If Different):	P.O. Box 130 Farmington, UT 84025		
Phone Number:	801-451-4100	Fax Number:	801-451-4110
General Email Address for the Agency:	sheriff@daviscountyutah.gov		

Title and Name of ORI Administrator:	Sheriff Kelly V. Sparks
Phone & Email Address of Admin:	801-451-4114 ksparks@daviscountyutah.gov

Name of TAC:	*****Extended list of Alt TAC's***** - Machela Bowman
Phone & Email Address of TAC:	801-451-4412 mbowman@daviscountyutah.gov
Name of Alt TAC #1:	*****Extended list of Alt TAC's***** - Ryne Belcher
Phone & Email Address of Alt TAC:	801-451-4412 rbelcher@daviscountyutah.gov
Name of Alt TAC #2:	*****Extended list of Alt TAC's***** - Mackenzie Fink
Phone & Email Address of Alt TAC:	801-451-4412 mfink@daviscountyutah.gov
If you have more Alt TACs, please supply name(s), phone number and email address on separate page.	

Name of IT Security Officer (LASO):	Mike Pace
Phone & Email Address:	801-451-3437 mikep@daviscountyutah.gov
Live Scan IP address (if applicable):	168.180.201.46 for booking & 168.180.195.28 for our ankle monitor program
If Live Scan, mark box for which type:	Criminal ☒ Applicant ☐ Both ☐
Name of Crime Statistics POC:	Elizabeth Pinto
Phone & Email Address:	801-451-4405 epinto@daviscountyutah.gov
Name of Vendor (if applicable):	Motorola Solutions (Spillman)

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If this ORI has entries in NCIC and is not a 24 hour agency, please enter the ORI and NAME of the agency that provides this service for your agency:	

Confirmed ORI Information: No Access Yes, no changes BCI - Please change the following:

Reviewed in Q0 in NCIC	☐	☒	
Reviewed in TQ in NLETS	☐	☒	

	UCH	MVD	SWW Entry	DLD	SWW Inq	III	NLETS	NCIC Inq	NCIC Ent
Please check the files this ORI accesses:	☒	☒	☐	☒	☒	☒	☒	☒	☐

Is this ORI a UT Right of Access (ROA) agency? ☐ YES ☒ NO	BCI UCH Manual, Utah Right of Access agency definition: private citizens who wish to review their own Utah criminal history may do so by contacting either BCI or a participating local criminal justice agency. To be a ROA agency, the agency must have an approved contract on file with BCI, use the purpose code 'P', and obtain and keep on file a signed waiver from the private citizen.
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Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Surveyor's Office
Presenter: Max Elliott, Davis County Surveyor
Agenda Item: Approval of an Ordinance Amending Portions of Chapter 14.22 of the County Code - Land Surveying and Land Survey Monuments

Vendor/Customer Name: N/A	Purchase Type: N/A	Procurement Method: N/A
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Financial Information: N/A

Terms:

- Beginning Date: 15 days after its passage
- Ending Date: N/A

Additional Financial Terms: N/A

Attachments:

1. Ord_2026-0004

ORD 2026-4

Submitted by: David Volante, Agenda Management Coordinator
Requested meeting date: 8/4/2026

**DAVIS COUNTY
ORDINANCE 2026-0004**

**AN ORDINANCE OF THE DAVIS COUNTY BOARD OF COUNTY
COMMISSIONERS AMENDING PORTIONS OF CHAPTER 14.22 OF THE
COUNTY CODE – LAND SURVEYING AND LAND SURVEY MONUMENTS**

WHEREAS, Section 17-64-401 of the Utah Code, among other authorities, authorizes the Davis County Board of County Commissioners, as the Davis County Legislative Body (the “Davis County Legislative Body”), to exercise all legislative powers and perform all legislative functions of the county, including, but not limited to, adopting and amending county ordinances; and

WHEREAS, the Board of County Commissioners adopted Chapter 14.22 of the Davis County, Utah, Code of Ordinances (the “Davis County Code”) by Ordinance 2025-0007 on September 23, 2025; and

WHEREAS, the Utah State Legislature adopted SB1006 - Title 17 Recodification General Provisions and County Officers, which became effective on November 6, 2025 (“SB1006”); and

WHEREAS, SB1006 reorganized and renumbered most of Title 17, Counties in the Utah Code, including the statute governing land surveying and land survey monuments; and

WHEREAS, references to the Utah State Code in Chapter 14.22 need to be updated to match the renumbered statutes in SB1006; and

WHEREAS, the Davis County Legislative Body met in a regular meeting, lawful notice of which was provided, to consider, among other things, amending portions of Chapter 14.22 of the Davis County Code and determined that amending portions of Chapter 14.22 of the Davis County Code is necessary and proper to provide for the safety, preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of Davis County and its inhabitants, or for the protection of property in Davis County.

NOW THEREFORE, be it ordained by the Legislative Body of the Davis County, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “Section 14.22.020 Purpose” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.020 Purpose

The Utah State Legislature has authorized counties to create a fund to be known as the Public Land Corner Preservation Fund and to establish a fee schedule for filing maps in the Davis County Surveyor's Office of surveys filed under Utah Code § 17-23-17. The Utah State Legislature has also authorized counties to enact an ordinance requiring a person to obtain a permit before performing construction work within thirty (30) feet of an established government survey monument or public land survey government corner location. It is the purpose of this title to preserve and safeguard survey control and evidence of land boundaries. This Title accomplishes the stated purpose by establishing standards, and procedures for the filing of records of survey, the review and approval of subdivision plats, and the establishment, reestablishment, and preservation of public survey monuments which provide spatial control upon which land boundaries, public infrastructure, and real property improvements rely.

AFTER AMENDMENT

Section 14.22.020 Purpose

The Utah State Legislature has authorized counties to create a fund to be known as the Public Land Corner Preservation Fund and to establish a fee schedule for filing maps in the Davis County Surveyor's Office of surveys filed under Utah Code § ~~17-23-17~~17-73-504. The Utah State Legislature has also authorized counties to enact an ordinance requiring a person to obtain a permit before performing construction work within thirty (30) feet of an established government survey monument or public land survey government corner location. It is the purpose of this title to preserve and safeguard survey control and evidence of land boundaries. This Title accomplishes the stated purpose by establishing standards, and procedures for the filing of records of survey, the review and approval of subdivision plats, and the establishment, reestablishment, and preservation of public survey monuments which provide spatial control upon which land boundaries, public infrastructure, and real property improvements rely.

SECTION 2: **AMENDMENT** “Section 14.22.030 Definitions” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.030 Definitions

When used in this title, the following words and phrases have the meaning ascribed to them in this section, unless the context indicates a different meaning:

“*Construction*” means the same as defined in Section 17-23-14(1)(a) of the Utah Code, as amended.

“*Corner*” means the same as defined in Section 17-23-14(1)(b) of the Utah Code, as amended.

“*County Surveyor*” means the elected Davis County Surveyor.

“Government survey monument” means the same as defined in Section 17-23-14(1)(c) of the Utah Code, as amended.

“Illicit destruction of a monument” means any damage, disruption, removal, or covering with a hard surface (including but not limited to asphalt, concrete, metal, etc.) of any monument, including the associated concrete collar and metal cover, under the jurisdiction of the Davis County Surveyor's Office without prior approval from the Davis County Surveyor’s Office.

“Monument” means the same as defined in Section 17-23-14(1)(d) of the Utah Code, as amended.

“Permittee” means any person who has been issued a permit from the Davis County Surveyor's Office and has agreed to fulfill the requirements of the terms of the permit and this chapter.

“Person” means the same as defined in Section 68-3-12.5(24) of the Utah Code, as amended.

“Public land survey government corner” means the same as defined in Section 17-23-14(1)(e) of the Utah Code, as amended.

“Public survey monument” means and includes the following:

- (a) A government survey monument; or
- (b) A public land survey government corner.

“Surveyor Fee” means the schedule of fees, charges, and penalties approved and adopted by the Davis County Board of County Commissioners for the Davis County Surveyor’s Office as set forth in the Davis County Code Section 2.48.090A.

“Surveyor’s Office” means the Davis County Surveyor’s Office.

AFTER AMENDMENT

Section 14.22.030 Definitions

When used in this title, the following words and phrases have the meaning ascribed to them in this section, unless the context indicates a different meaning:

“Construction” means the same as defined in Section ~~17-23-14(1)~~ 17-73-101(4)(a) and (b) of the Utah Code, as amended.

“Corner” means the same as defined in Section ~~17-23-14(1)(b)~~ 17-73-101(4) of the Utah

Code, as amended.

“*County Surveyor*” means the elected Davis County Surveyor.

“*Government survey monument*” means the same as defined in Section ~~17-23-14(1)(e)~~17-73-101(10) of the Utah Code, as amended.

“*Illicit destruction of a monument*” means any damage, disruption, removal, or covering with a hard surface (including but not limited to asphalt, concrete, metal, etc.) of any monument, including the associated concrete collar and metal cover, under the jurisdiction of the Davis County Surveyor's Office without prior approval from the Davis County Surveyor's Office.

“*Monument*” means the same as defined in Section ~~17-23-14(1)(d)~~17-73-101(12) of the Utah Code, as amended.

“*Permittee*” means any person who has been issued a permit from the Davis County Surveyor's Office and has agreed to fulfill the requirements of the terms of the permit and this chapter.

“*Person*” means the same as defined in Section 68-3-12.5(24) of the Utah Code, as amended.

“*Public land survey government corner*” means the same as defined in Section ~~17-23-1(1)~~(e)17-73-101(17) of the Utah Code, as amended.

“*Public survey monument*” means and includes the following:

- (a) A government survey monument; or
- (b) A public land survey government corner.

“*Surveyor Fee*” means the schedule of fees, charges, and penalties approved and adopted by the Davis County Board of County Commissioners for the Davis County Surveyor's Office as set forth in the Davis County Code Section 2.48.090A.

“*Surveyor's Office*” means the Davis County Surveyor's Office.

SECTION 3: AMENDMENT “Section 14.22.050 Public Land Corner Preservation Fund” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.050 Public Land Corner Preservation Fund

Section 17-23-19 of the Utah Code, as amended, authorizes counties to enact a fund to be known as the Public Land Corner Preservation Fund and to establish a fee schedule to generate money for the fund. There is hereby established a fund to be known as the Public Land Corner Preservation Fund and a fee schedule under Davis County Code Section 2.48.090A which will generate money for the Public Land Corner Preservation Fund.

AFTER AMENDMENT

Section 14.22.050 Public Land Corner Preservation Fund

Section ~~17-23-19~~17-63-710 of the Utah Code, as amended, authorizes counties to enact a fund to be known as the Public Land Corner Preservation Fund and to establish a fee schedule to generate money for the fund. There is hereby established a fund to be known as the Public Land Corner Preservation Fund and a fee schedule under Davis County Code Section 2.48.090A which will generate money for the Public Land Corner Preservation Fund.

SECTION 4: AMENDMENT “Section 14.22.060 Escrow, Fees, And Penalties” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.060 Escrow, Fees, And Penalties

All money collected pursuant to this chapter shall be deposited with the Davis County Treasurer to be credited to the Public Land Corner Preservation Fund. A fee schedule shall be enacted for the following:

- A. Per the terms of a monument encroachment permit or a monument improvement agreement, the Davis County Surveyor shall collect a *monument construction escrow* or a *monument improvement agreement escrow* for each monument within the jurisdiction of the Davis County Surveyor's Office that is required to be installed or re-installed in the amount set forth in the Surveyor Fee Schedule. The monument construction escrow or the monument improvement agreement escrow, less any additional monument inspection fee, if applicable, is refundable upon completion of the terms of the permit or agreement. In the event that the terms of the permit or

agreement are not met, the Davis County Surveyor may deem the escrow, or a portion of the escrow, to be in default, and the forfeited funds shall become the property of the Davis County Surveyor.

- B. The Davis County Surveyor shall collect a *monument encroachment permit* fee for each public survey monument within the jurisdiction of the Davis County Surveyor's Office that is in jeopardy of being buried, damaged, disturbed, or destroyed because of any construction work contemplated within thirty (30) feet such public survey monument, in the amount set forth in the Surveyor Fee Schedule. Per Section 17-23-14(3)(c)(iii) of the Utah Code, as amended, a portion of the permit fee is refundable if the monument in jeopardy ultimately does not actually get buried, damaged, disturbed, or destroyed in any way. Per Section 17-23-14(3)(c)(iv)(B) of the Utah Code, as amended, the monument encroachment permit fee shall, at a minimum, cover the cost of one inspection, the brass monument, and if necessary, a ring and lid.
- C. The Davis County Surveyor shall collect a *monument construction* fee for each monument within the jurisdiction of the Davis County Surveyor's Office that the Davis County Surveyor requires to be installed as a part of any right-of-way, dedication, or land development project, in the amount set forth in the Surveyor Fee Schedule. The monument construction fee shall cover the cost of one inspection, the brass monument, and necessary ring and lid.
- D. The Davis County Surveyor shall collect a *record of survey filing fee* for each sheet of a record of survey map or plat, or any other plat, submitted for filing in the Davis County Surveyor's Office, in the amount set forth in the Surveyor Fee Schedule.
- E. The Davis County Surveyor shall collect a *subdivision plat review* fee for any subdivision plat submitted to the Davis County Surveyor's Office for review by any agency which has entered into an agreement with the Davis County Surveyor's Office for reviewing subdivision plats, in the amount set forth in the Surveyor Fee Schedule.
- F. The Davis County Surveyor shall collect a *final local entity plat review fee* for any final local entity plat submitted to the Davis County Surveyor's Office for review, in the amount set forth in the Surveyor Fee Schedule.
- G. The Davis County Surveyor may collect an *excessive review* fee for any subdivision or final local entity plat submitted to the Davis County Surveyor's Office for review that the Davis County Surveyor deems to be an excessive review, in the amount set forth in the Surveyor Fee Schedule.
- H. The Davis County Surveyor may collect a *monument inspection* fee for the inspection of each monument constructed, reconstructed, or affected by construction within the jurisdiction of the Davis County Surveyor's Office. The Davis County Surveyor's Office may also collect an additional monument inspection fee for any subsequent inspections of any monument which did not pass a previous inspection per terms of the monument encroachment permit or monument improvement agreement, in the amount set forth in the Surveyor Fee Schedule.
- I. The Davis County Surveyor shall collect a *monument supplies convenience* fee per item (brass monument, steel cover, steel frame, etc.) for providing contractors with individual parts necessary to construct survey monuments, in the amount set forth in the Surveyor Fee Schedule.
- J. The Davis County Surveyor shall collect a *work without permit or authorization to*

proceed penalty per monument whenever a person performs construction within thirty (30) feet of a government survey monument or public land survey government corner location within the jurisdiction of the Davis County Surveyor's Office without having obtained a monument encroachment permit from the Davis County Surveyor's Office, as provided by Davis County Code section 14.22.170 or without having obtained written authorization to proceed after obtaining a monument encroachment permit.

- K. The Davis County Surveyor shall collect a *failure to produce notification penalty* per monument from a person who produces drawings or plans for construction which is or was performed within thirty (30) feet of a government survey monument or public land survey government corner location within the jurisdiction of the Davis County Surveyor's Office and who failed to expressly show public survey the monument in said drawings or plans as provided by Davis County Code section 14.22.180.
- L. The Davis County Surveyor shall collect an *illicit destruction of a monument penalty* per monument from a person responsible for the illicit destruction of any government survey monument within the jurisdiction of the Davis County Surveyor's Office as provided by Davis County Code section 14.22.190.

AFTER AMENDMENT

Section 14.22.060 Escrow, Fees, And Penalties

All money collected pursuant to this chapter shall be deposited with the Davis County Treasurer to be credited to the Public Land Corner Preservation Fund. A fee schedule shall be enacted for the following:

- A. Per the terms of a monument encroachment permit or a monument improvement agreement, the Davis County Surveyor shall collect a *monument construction escrow* or a *monument improvement agreement escrow* for each monument within the jurisdiction of the Davis County Surveyor's Office that is required to be installed or re-installed in the amount set forth in the Surveyor Fee Schedule. The monument construction escrow or the monument improvement agreement escrow, less any additional monument inspection fee, if applicable, is refundable upon completion of the terms of the permit or agreement. In the event that the terms of the permit or agreement are not met, the Davis County Surveyor may deem the escrow, or a portion of the escrow, to be in default, and the forfeited funds shall become the property of the Davis County Surveyor.
- B. The Davis County Surveyor shall collect a *monument encroachment permit* fee for each public survey monument within the jurisdiction of the Davis County Surveyor's Office that is in jeopardy of being buried, damaged, disturbed, or destroyed because of any construction work contemplated within thirty (30) feet such public survey monument, in the amount set forth in the Surveyor Fee Schedule. ~~Per Section 17-23-14(3)(c)(iii) of the Utah Code, as amended, a portion of the permit fee is refundable if~~

~~the monument in jeopardy ultimately does not actually get buried, damaged, disturbed, or destroyed in any way. Per Section 17-23-14(3)(c)(iv)(B) of the Utah Code, as amended, the monument encroachment permit fee shall, at a minimum, cover the cost of one inspection, the brass monument, and if necessary, a ring and lid.~~

- C. The Davis County Surveyor shall collect a *monument construction* fee for each monument within the jurisdiction of the Davis County Surveyor's Office that the Davis County Surveyor requires to be installed as a part of any right-of-way, dedication, or land development project, in the amount set forth in the Surveyor Fee Schedule. The monument construction fee shall cover the cost of one inspection, the brass monument, and necessary ring and lid.
- D. The Davis County Surveyor shall collect a *record of survey filing fee* for each sheet of a record of survey map or plat, or any other plat, submitted for filing in the Davis County Surveyor's Office, in the amount set forth in the Surveyor Fee Schedule.
- E. The Davis County Surveyor shall collect a *subdivision plat review* fee for any subdivision plat submitted to the Davis County Surveyor's Office for review by any agency which has entered into an agreement with the Davis County Surveyor's Office for reviewing subdivision plats, in the amount set forth in the Surveyor Fee Schedule.
- F. The Davis County Surveyor shall collect a *final local entity plat review fee* for any final local entity plat submitted to the Davis County Surveyor's Office for review, in the amount set forth in the Surveyor Fee Schedule.
- G. The Davis County Surveyor may collect an *excessive review* fee for any subdivision or final local entity plat submitted to the Davis County Surveyor's Office for review that the Davis County Surveyor deems to be an excessive review, in the amount set forth in the Surveyor Fee Schedule.
- H. The Davis County Surveyor may collect a *monument inspection* fee for the inspection of each monument constructed, reconstructed, or affected by construction within the jurisdiction of the Davis County Surveyor's Office. The Davis County Surveyor's Office may also collect an additional monument inspection fee for any subsequent inspections of any monument which did not pass a previous inspection per terms of the monument encroachment permit or monument improvement agreement, in the amount set forth in the Surveyor Fee Schedule.
- I. The Davis County Surveyor shall collect a *monument supplies convenience* fee per item (brass monument, steel cover, steel frame, etc.) for providing contractors with individual parts necessary to construct survey monuments, in the amount set forth in the Surveyor Fee Schedule.
- J. The Davis County Surveyor shall collect a *work without permit or authorization to proceed penalty* per monument whenever a person performs construction within thirty (30) feet of a government survey monument or public land survey government corner location within the jurisdiction of the Davis County Surveyor's Office without having obtained a monument encroachment permit from the Davis County Surveyor's Office, as provided by Davis County Code section 14.22.170 or without having obtained written authorization to proceed after obtaining a monument encroachment permit.
- K. The Davis County Surveyor shall collect a *failure to produce notification penalty* per monument from a person who produces drawings or plans for construction which is or was performed within thirty (30) feet of a government survey monument or public

land survey government corner location within the jurisdiction of the Davis County Surveyor's Office and who failed to expressly show public survey the monument in said drawings or plans as provided by Davis County Code section 14.22.180.

- L. The Davis County Surveyor shall collect an *illicit destruction of a monument penalty* per monument from a person responsible for the illicit destruction of any government survey monument within the jurisdiction of the Davis County Surveyor's Office as provided by Davis County Code section 14.22.190.

SECTION 5: AMENDMENT “Section 14.22.070 Use Of Public Land Corner Preservation Fund” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.070 Use Of Public Land Corner Preservation Fund

Money generated for the Public Land Corner Preservation Fund shall be used only to pay expenses incurred and authorized by the Davis County Surveyor in the establishment, reestablishment, and maintenance of monuments pursuant to the powers and duties provided under Chapters 17-23 and 57-10 of the Utah Code, as amended.

AFTER AMENDMENT

Section 14.22.070 Use Of Public Land Corner Preservation Fund

Money generated for the Public Land Corner Preservation Fund shall be used only to pay expenses incurred and authorized by the Davis County Surveyor in the establishment, reestablishment, and maintenance of monuments pursuant to the powers and duties provided under Chapters ~~17-23~~17-73 and 57-10 of the Utah Code, as amended.

SECTION 6: **AMENDMENT** “Section 14.22.080 Filing Of Record Of Survey Requirements” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.080 Filing Of Record Of Survey Requirements

- A. Each land surveyor making a survey of boundary points or lines within Davis County, shall be a professional land surveyor in the State of Utah in accordance with Utah Code Title 58, Chapter 22, Professional Engineers and Professional Land Surveyor's Licensing Act, and shall comply with the filing requirements of Section 17-23-17 of the Utah Code, as amended, by filing all record of survey maps or plats with the Davis County Surveyor's Office.
- B. Every record of survey map or plat submitted to the Davis County Surveyor's Office shall be placed on file within ten (10) business days of being submitted to the Davis County Surveyor's Office.

AFTER AMENDMENT

Section 14.22.080 Filing Of Record Of Survey Requirements

- A. Each land surveyor making a survey of boundary points or lines within Davis County, shall be a professional land surveyor in the State of Utah in accordance with Utah Code Title 58, Chapter 22, Professional Engineers and Professional Land Surveyor's Licensing Act, and shall comply with the filing requirements of Section ~~17-23-17~~17-73-504 of the Utah Code, as amended, by filing all record of survey maps or plats with the Davis County Surveyor's Office.
- B. Every record of survey map or plat submitted to the Davis County Surveyor's Office shall be placed on file within ten (10) business days of being submitted to the Davis County Surveyor's Office.

SECTION 7: **AMENDMENT** “Section 14.22.090 Record Of Survey Map Or Plat Requirements” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.090 Record Of Survey Map Or Plat Requirements

Each record of survey map or plat filed in the Davis County Surveyor's Office shall comply with all of the map requirements of Section 17-23-17 of the Utah Code, as amended, and with the following:

- A. All surveyed boundary descriptions shall have a mathematical error in closure equal to or less than two centimeters (0.0656 feet) plus fifty (50) parts per million.
- B. The record of survey map or plat shall have a detailed description of all monuments found and monuments set, and each one shall be referenced on the map or plat, including the type, size, condition, date, and agency, entity, or surveyor as inscribed on the monument.
- C. The location of all property corners or endpoints of property lines marked by the surveyor on the ground shall be shown on the map or plat and labeled as having been set or marked by the surveyor.
- D. A legend shall be included which clearly identifies the lines, symbols, and other markings used to create the record of survey map or plat.

AFTER AMENDMENT

Section 14.22.090 Record Of Survey Map Or Plat Requirements

Each record of survey map or plat filed in the Davis County Surveyor's Office shall comply with all of the map requirements of Section ~~17-23-17~~ 17-73-504 of the Utah Code, as amended, and with the following:

- A. All surveyed boundary descriptions shall have a mathematical error in closure equal to or less than two centimeters (0.0656 feet) plus fifty (50) parts per million.
- B. The record of survey map or plat shall have a detailed description of all monuments found and monuments set, and each one shall be referenced on the map or plat, including the type, size, condition, date, and agency, entity, or surveyor as inscribed on the monument.
- C. The location of all property corners or endpoints of property lines marked by the surveyor on the ground shall be shown on the map or plat and labeled as having been set or marked by the surveyor.
- D. A legend shall be included which clearly identifies the lines, symbols, and other markings used to create the record of survey map or plat.

SECTION 8: AMENDMENT “Section 14.22.100 Narrative Requirements”
of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.100 Narrative Requirements

In addition to the narrative requirements of Section 17-23-17 of the Utah Code, as amended, the record of survey map or plat to be filed shall contain a written narrative that explains and identifies:

- A. The documentary, parol, and tangible evidence used in establishing the location of the lines of the survey.
- B. The legal principles of boundary establishment utilized in establishing the location of the lines of the survey.
- C. If the record of survey map or plat abuts or references a public or private right-of-way, subdivision, utility corridor, railroad, canal, river, etc., the survey narrative shall indicate what documentary, parol, and tangible evidence was used and which legal principles of boundary establishment were used to re-establish the location of said features.

AFTER AMENDMENT

Section 14.22.100 Narrative Requirements

In addition to the narrative requirements of Section ~~17-23-17~~17-73-504 of the Utah Code, as amended, the record of survey map or plat to be filed shall contain a written narrative that explains and identifies:

- A. The documentary, parol, and tangible evidence used in establishing the location of the lines of the survey.
- B. The legal principles of boundary establishment utilized in establishing the location of the lines of the survey.
- C. If the record of survey map or plat abuts or references a public or private right-of-way, subdivision, utility corridor, railroad, canal, river, etc., the survey narrative shall indicate what documentary, parol, and tangible evidence was used and which legal principles of boundary establishment were used to re-establish the location of said features.

SECTION 9: AMENDMENT “Section 14.22.130 Prohibition Against The Illicit Destruction Of A Monument” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.130 Prohibition Against The Illicit Destruction Of A Monument

- A. Per Section 17-23-15(1) of the Utah Code, as amended, it shall be unlawful for any person to willfully or negligently damage, disrupt, move, remove, bury, or cover with a hard surface (including but not limited to asphalt, concrete, metal, etc.) an existing public survey monument, including any associated concrete collar and metal cover, except as permitted by this chapter.
- B. When a public survey monument has been destroyed, it shall be presumed that any person that has performed construction within thirty (30) feet of the public survey monument caused the destruction of that monument. This presumption may be rebutted if the person provides documentation that proves by clear and convincing evidence that the monument was not destroyed by that person.
- C. Per Section 17-23-14(5) of the Utah Code, as amended, it shall be unlawful for any person to produce drawings or plans for construction to be performed within thirty (30) feet of a government survey monument or public land survey government corner location without expressly showing the following:
 - 1. The record or actual location of the government survey monument or public land survey government corner location as it is located on the ground by an accurate field survey or as published on the Davis County Surveyor's website.
 - 2. A note identifying the government survey monument or public land survey government corner location including the type, size, condition, and location in reference to the surface of the ground as well as a description or graphic depiction of the markings, date, agency, entity, or surveyor as inscribed on the monument.
 - 3. A call out note on the face of the plans stating:

*Davis County Surveyor Monument Encroachment Permit required.
Monument to be preserved in place or replaced to specifications outlined by the Davis County Surveyor standards.*

AFTER AMENDMENT

Section 14.22.130 Prohibition Against The Illicit Destruction Of A Monument

- A. Per Section ~~17-23-15(1)~~17-73-503(1) of the Utah Code, as amended, it shall be unlawful for any person to willfully or negligently ~~damage, disrupt, move,~~ remove, ~~destroy~~bury, or ~~deface (including~~ cover with a hard surface ~~(including but not limited~~

~~to~~such as asphalt, concrete, metal, etc.) an existing public survey monument, including any associated concrete collar and metal cover, except as permitted by this chapter.

- B. When a public survey monument has been destroyed, it shall be presumed that any person that has performed construction within thirty (30) feet of the public survey monument caused the destruction of that monument. This presumption may be rebutted if the person provides documentation that proves by clear and convincing evidence that the monument was not destroyed by that person.
- C. Per Section ~~17-23-14(5)~~17-73-502(4) of the Utah Code, as amended, ~~it shall be unlawful for any~~ a person ~~to~~ produceing drawings or plans for construction to be performed within thirty (30) feet of a government survey monument or public land survey government corner location ~~must without expressly~~ showing on the face of the drawings or plans the following:
1. The record or actual location of the government survey monument or public land survey government corner location as it is located on the ground by an accurate field survey or as published on the Davis County Surveyor's website.
 2. A note identifying the government survey monument or public land government corner location including the type, size, condition, and location in reference to the surface of the ground as well as a description or graphic depiction of the markings, date, agency, entity, or surveyor as inscribed on the monument.
 3. A call out note on the face of the plans stating:

*Davis County Surveyor Monument Encroachment Permit required.
Monument to be preserved in place or replaced to specifications outlined by
the Davis County Surveyor standards.*

SECTION 10: **AMENDMENT** “Section 14.22.180 Failure To Produce Notification Penalty” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.180 Failure To Produce Notification Penalty

A person who produces drawings or plans for construction which is or was performed within thirty (30) feet of a government survey monument or public land survey government corner location and who failed to expressly show the monument on said drawings or plans as required by Section 17-23-14(5) of the Utah Code, as amended, shall be subject to a per monument penalty in the amount set forth in the Surveyor Fee Schedule whether or not a public survey monument was destroyed, damaged, or moved.

AFTER AMENDMENT

Section 14.22.180 Failure To Produce Notification Penalty

A person who produces drawings or plans for construction which is or was performed within thirty (30) feet of a government survey monument or public land survey government corner location and who failed to expressly show the monument on said drawings or plans as required by Section ~~17-23-14(5)~~ 17-73-502(4) of the Utah Code, as amended, shall be subject to a per monument penalty in the amount set forth in the Surveyor Fee Schedule whether or not a public survey monument was destroyed, damaged, or moved.

SECTION 11: **AMENDMENT** “Section 14.22.190 Illicit Destruction Of A Monument Penalty” of the Davis County Code is hereby *amended* as follows:

BEFORE AMENDMENT

Section 14.22.190 Illicit Destruction Of A Monument Penalty

A person responsible for the illicit destruction of a monument without fulfilling the terms of a monument encroachment permit as required by this Chapter, shall be issued a written notice of violation and shall be subject to a fine in the amount set forth in the Surveyor Fee Schedule. The person responsible for the illicit destruction of the monument shall also be held liable to cover the cost of any necessary legal action and the Davis County Surveyor's costs for the resurveying, reestablishing, and rebuilding of the survey monument in accordance with Section 17-23-15 of the Utah Code, as amended. Certain material and labor costs, including hourly rates, for the replacement of destroyed, damaged, or moved public survey monuments are set forth in the Surveyor Fee Schedule. The person responsible for the illicit destruction of a monument shall also be subject to any criminal penalties allowed by law in accordance with Section 76-8-415 of the Utah Code, as amended.

AFTER AMENDMENT

Section 14.22.190 Illicit Destruction Of A Monument Penalty

A person responsible for the illicit destruction of a monument without fulfilling the terms of a monument encroachment permit as required by this Chapter, shall be issued a written notice of violation and shall be subject to a fine in the amount set forth in the Surveyor Fee Schedule. The person responsible for the illicit destruction of the monument shall also be held liable to cover the cost of any necessary legal action and the Davis County Surveyor's costs ~~off for the resurveying, reestablishing, and rebuilding of~~ for the the survey monument in accordance with Section

~~17-23-15~~17-73-503 of the Utah Code, as amended. Certain material and labor costs, including hourly rates, for the replacement of destroyed, damaged, or moved public survey monuments are set forth in the Surveyor Fee Schedule. The person responsible for the illicit destruction of a monument shall also be subject to any criminal penalties allowed by law in accordance with Section 76-8-415 of the Utah Code, as amended.

SECTION 12: **ADOPTION** “Section 14.22.116 Reviewing Requirement” of the Davis County Code is hereby *added* as follows:

BEFORE ADOPTION

Section 14.22.116 Reviewing Requirement (Non-existent)

AFTER ADOPTION

Section 14.22.116 Reviewing Requirement(*Added*)

- A. The Davis County Surveyor shall review all plats of proposed subdivisions, road dedications, and road vacations within the jurisdiction of the Davis County Surveyor's Office for compliance with the survey-related requirements of state and county code.
- B. The Davis County Surveyor shall review all final local entity plats within Davis County for compliance with the survey-related requirements of state and county code.

SECTION 13: **ADOPTION** “Section 14.22.118 Compliance” of the Davis County Code is hereby *added* as follows:

BEFORE ADOPTION

Section 14.22.118 Compliance (Non-existent)

AFTER ADOPTION

Section 14.22.118 Compliance(*Added*)

- A. The Davis County Surveyor will red-line each part of the plat that is not in compliance with the survey-related requirements of state and county code. The plat shall be brought into compliance with state and county code before the plat will be approved and signed by the Davis County Surveyor.

- B. Any plat submitted to the Davis County Surveyor's Office for review which does not substantially meet plat requirements outlined by state and county code may be returned to the surveyor preparing the plat without any review being performed and may be subject to a Non-Compliant Submittal Fee.
- C. Each plat for a proposed subdivision, road dedication, or road vacation submitted to the Davis County Surveyor for review shall include a signature block for the county surveyor certificate of approval which shall read as follows:

Davis County Surveyor:

I hereby certify that the Davis County Surveyor's Office has reviewed this plat and all conditions for approval by this office have been satisfied. The approval of this plat by the Davis County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

Signed this _____ day of _____.
Davis County Surveyor

- D. Prior to obtaining the Davis County Surveyor's approval of a plat for a proposed subdivision, road dedication, or road vacation provided for in Subsection 3 above, a completed record of survey that meets the requirements of Section 17-73-504 of the Utah Code, as amended, and Sections 14.22.090 and 14.22.100 of this Chapter shall be filed in the Davis County Surveyor's Office showing the boundaries and acreage of each parcel included within the boundaries of the proposed plat.
- E. Each local entity plat submitted to the Davis County Surveyor for review shall include a signature block for the county surveyor certificate of approval which shall read as follows:

Davis County Surveyor:

I hereby certify that the Davis County Surveyor's Office has reviewed this plat and has determined that it meets the requirements of UCA §17-73-507(3), as amended, as a final local entity plat. The approval of this plat by the Davis County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

Signed this _____ day of _____.
Davis County Surveyor

SECTION 14: SEVERABILITY CLAUSE If any section, part or provision of this ordinance, or the application of this ordinance to any person or circumstance, is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other section, part, or provision of this ordinance or application of this ordinance, and all sections, parts and provisions of this ordinance remain in effect.

SECTION 15: EFFECTIVE DATE This ordinance will take effect 15 days after its passage.

PASSED AND ADOPTED BY THE DAVIS COUNTY LEGISLATIVE BODY

_____.

	AYE	NAY	ABSENT	ABSTAIN
Lorene M. Kamalu	_____	_____	_____	_____
John V. Crofts	_____	_____	_____	_____
Bob J Stevenson	_____	_____	_____	_____

Presiding Officer

Attest

Bob J Stevenson, Chair, Davis
County

Brian McKenzie, Clerk, Davis
County

Neal Geddes, Chief Civil Deputy,
Attorney, Davis County

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Community & Economic Development - Western Sports Park
Presenter: Kent Andersen, Director
Agenda Item: Approval of an Agreement with SLC TCG for Trading Card Expo

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information:

- Type: Receivable
- Amount: \$5,162.50

Terms:

- Beginning Date: 09/05/2026
- Ending Date: 09/06/2026

Additional Financial Terms:

- GL Account Number: 1810172-455000
- Davis County Match: N/A
- Additional Financial Information: N/A

Attachments:

1. Trading Card Show Sept 2026

2026-696

Submitted by: Michael Moake, Events Operations Manager
Requested meeting date: 8/4/2026



151 S 1100 W Farmington, Utah 84025 P: (801) 451-4080 <https://www.westernsportspark.com/>

CONTRACT

Event: Trading Card Show

Account: SLC TCG

Contact: Vincent Misch

Phone: 8014993840

Email: vinny.misch15@gmail.com

Address: 2972 W 1400 N
Clinton, UT 84015

Date: 9/5/2026 - 9/6/2026

Location: Western Sports Park

Event Planner: Mike Moake

Phone: 8014514091

Email: mmoake@co.davis.ut.us

Managers: Nina Canning

EVENT SUMMARY

Name	Date	Time	Location	Areas	Event Type
Trading Card Show	9/5/2026	6:00 am – 10:00 pm	Western Sports Park	Common Spirit Arena 2	Trade Show
Trading Card Show	9/6/2026	7:00 am – 10:00 pm	Western Sports Park	Common Spirit Arena 2	Trade Show

FACILITY RENTAL

Saturday, September 5th **Common Spirit Arena 2** **Trade Show** **6:00 AM**

Qty		Price	Total
1	Single Day Rate	\$2,500.00	\$2,500.00

Sunday, September 6th **Common Spirit Arena 2** **Trade Show** **7:00 AM**

Qty		Price	Total
1	Single Day Rate	\$2,500.00	\$2,500.00

Use card on file for subsequent payments and final balance

	Total
Facility Rental	\$5,000.00
Subtotal	\$5,000.00
Application Fee	3.25% \$162.50
Grand Total	\$5,162.50

Deposit (Credit Card 9765 Mastercard)

Paid 6/23/2026

-\$1,290.63

Estimated Amount Due**\$3,871.87**

TERMS AND CONDITIONS

THIS WESTERN SPORTS PARK RENTAL AGREEMENT (this "Agreement") is made and entered into by and between DAVIS COUNTY ("County"), a political subdivision of the state of Utah, and the client or company identified on page 1 of this Agreement under "Customer Details": ("Renter"). County and Renter may be collectively referred to as the "Parties" in this Agreement and may be individually referred to as a "Party" in this Agreement.

This Agreement is made and entered into based, in part, upon the following recitals:

A. County owns and has developed the Western Sports Park, which includes several buildings, arenas, athletic fields, other facilities, and spaces.

B. Renter desires to obtain from County certain rights and privileges which includes permission from County to rent and use one or more buildings, arenas, facilities, or spaces at the Western Sports Park as described in this Agreement.

The Parties therefore agree as follows:

1. GRANT OF RIGHT TO USE. County hereby grants to Renter permission to use the building(s), arena(s), athletic fields, facility(ies), and/or space(s) identified on page 1 of this Agreement next to "Room/Space" (the "Rental Space").

2. LIMITED OCCUPANCY AND/OR USE. The Parties acknowledge and agree that occupancy and use of the Rental Space shall be limited to the Renter's use of the Rental Space in order for the Renter to realize the Renter's event within the Rental Space.

3. RENTAL PERIOD. This Agreement is for the rental period identified on page 1 of this Agreement under the "Contract" section. Renter shall only have access to the Rental Space during the Rental Period. The Renter may, in writing, request to have the Rental Period extended for set up, take down, or otherwise. The County, in its sole discretion, may grant or deny Renter's request to extend the Rental Period. If the County grants the Renter's request to extend the Rental Period, the Renter and County shall agree, in writing, regarding the additional rent the Renter shall pay the County for the extension of the Rental Period. If Renter fails to vacate the Rental Space on or before the expiration of the Rental Period, Renter will pay County the full daily fee for the space, as set forth in this Agreement, after the expiration of the Rental Period that Renter has failed to vacate the Rental Space.

4. RENT. At least 14 calendar days prior to the commencement of the Rental Period, the Renter shall pay the County the entire amount identified on page 1 of this Agreement next to "Total Charges" line item (the "Rent Amount").

5. DEPOSITS.

A. Upon the Renter signing this Agreement and providing it to the County, the Renter shall pay to the County a non-refundable rental deposit in the amount of 25% of the Rent Amount (the "Rental Deposit"). The County may credit the Rental Deposit towards any of the Renter's outstanding monetary obligations under this Agreement.

The Rental Deposit may be retained by the County if, among other circumstances set forth herein:

(1) Renter cancels this Agreement; or

(2) Renter fails to pay the entire rent due on or before the commencement of the Rental Period.

B. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the Rental Deposit will be forfeited by the Renter to the County if the County finds that the Renter consumed and/or distributed alcohol or illegal substances during the Event in violation of Western Sports Park policy or Federal, State, County, or Municipal statutes, regulations, and/or ordinances.

C. Nothing in this section shall preclude the County from pursuing any other remedy under this Agreement or at law, equity, or otherwise against Renter relating to this Agreement or otherwise.

6. TERMINATION. This Agreement may be terminated prior to the expiration of the Rental Period by any of the following actions or events:

A. By mutual written consent of the Parties;

B. By either party after any material breach of this Agreement; and

C. By County if:

(1) During the Rental Period and on or within any County owned property, Renter and/or Renter's Representatives:

(a) Engage in or permit any unlawful or disruptive conduct or any activity not permitted by applicable law, regulation, ordinance, this Agreement, and/or the policies/practices of the Western Sports Park; and

(b) Fail to immediately cease such conduct or activity after notification by law enforcement, County, or otherwise;

(2) The Rental Period is for less than 8 hours and another party requests to book the Rental Space on the same day of the Rental Period for 8 hours or more (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 14 calendar days prior to the commencement of the Rental Period);

(3) The Rental Period is for 8 hours or more and another party requests to book the Rental Space for a period longer than the Rental Period (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 30 calendar days prior to the commencement of the Rental Period);

(4) Renter fails to sign and return this Agreement to the Western Sports Park office at least 14 calendar days prior to the commencement of the Rental Period;

(5) Renter fails to provide County with proof that it has fully complied with 1 of the alternatives set forth in Section 10 regarding insurance, if Section 10 is not reserved;

(6) Renter fails to provide County, at least 14 calendar days prior to the commencement of the Rental Period, with all necessary federal, state, county, and/or municipal licenses, permits, or otherwise to lawfully conduct the Event; or

(7) A pandemic, natural disaster, or any other act of God or state of emergency occurs (County may cancel this Agreement without any advance notice in the event that this specific subsection is applicable. If Renter is currently occupying the Rental Space, Renter must immediately vacate the Rental Space and all persons and property associated with Renter must also immediately vacate the Rental Space); or

D. As otherwise set forth in this Agreement.

7. REQUIREMENT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND CITY LAWS, REGULATIONS, AND ORDINANCES. During the Rental Period and on or within the Rental Space, the Renter affirms and agrees that Renter and Renter's Representatives shall not engage in any activity or

conduct in violation of Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies. Renter understands, acknowledges, and agrees that it is Renter's responsibility to understand and comply with all relevant Federal, State, County and/or Municipal laws, regulations, ordinances, and/or policies.

Specifically, the Renter will comply with all required permits and rules for Vendors, including special events tax rules, where applicable. The Renter agrees to provide social security numbers or business tax identification information for Vendor(s) to the Utah State Tax Commission upon request. Prior to and continuing through the Rental Period, Renter agrees to obtain, at its sole expense, any and all required permits and/or licenses required by law, regulation, ordinance, or otherwise. Renter agrees to timely pay in full any applicable fees, sales taxes, or other taxes that may arise from, in connection with, or relating to the Event. The Renter further agrees to post any required bonds, which might be required to operate the Event. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

8. DAMAGES. The Parties agree that during the Rental Period Renter is fully and solely responsible for the:

A. The Rental Space;

B. Any and all activities or business sponsored or conducted by Renter on or within the Rental Space; and

C. Any and all injuries, damages, actions, causes of action, claims for relief, demands, costs, fees, expenses, compensations, or otherwise whether known or unknown, in law, equity, or otherwise, that may arise from, in connection with, or relate to the Rental Space and/or the acts or omissions, negligent or otherwise, of Renter and/or Renter's Representatives.

The Parties further acknowledge and agree that the Renter shall:

A. Ensure that absolutely no vehicles are permitted on any grassy areas or sidewalks of the Western Sports Park premises without the prior written consent of the County; and

B. Ensure that absolutely no vehicles are permitted in any buildings of the Western Sports Park premises without the prior written consent of the County.

9. REMOVAL OF MATERIALS FROM THE RENTAL SPACE. Prior to the expiration of the Rental Period, Renter shall:

A. Remove all materials and property brought to and placed on or within the Rental Space by Renter or Renter's Representatives; and

B. Leave the Rental Space in a clean and orderly condition that is satisfactory to the County.

The County is not responsible for any material(s) or item(s) left on or within the Rental Space by Renter or Renter's Representatives. Any materials or items remaining on or within the Rental Space after the expiration of the Rental Period shall become the property of the County and shall be disposed of by the County pursuant to the County's sole discretion. The Renter shall be solely responsible for any costs or expenses incurred by the County to remove property or materials or repair damaged property after the expiration of the Rental Period.

10. SIGNS. Renter is prohibited from displaying signs and/or posters on any building or structure at the Western Sports Park without, unless Renter receives prior written authorization from the Western Sports Park staff. This prohibition applies to the exterior and interior of all buildings and structures within the Western Sports Park.

10. INSURANCE. Renter shall satisfy either subsection a. or subsection b. below regarding insurance in connection with the Agreement:

A. Renter shall:

(1) Prior to the commencement of the Rental Period, obtain a valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements such as in the Agreement, with coverage equal to or greater than the following coverage minimums (the "Policy"):

- (a) Each occurrence - \$1,000,000.00;
- (b) Damage to Rented Premises - \$100,000.00;
- (c) Medical Exp. (Any one person) - \$5,000.00;
- (d) Personal and Adv. Injury - \$2,000,000.00;
- (e) General aggregate - \$2,000,000.00; and
- (f) Products – Comp/Op aggregate - \$2,000,000.00;

(2) Prior to the commencement of the Rental Period, provide the County with a valid "Certificate of Liability Insurance" that satisfies the coverage minimums above and that names "Davis County" as the certificate holder; and

(3) Maintain the Policy throughout the entire Rental Period.

B. Renter shall, prior to the commencement of the Rental Period, obtain a valid special event liability policy for Renter's event/space under the Agreement and provide the County with proof of Renter's valid special event liability policy. To secure a special event policy for Renter's event/space, Renter may, among many other options for obtaining a special event policy for Renter's event/space:

- (1) Contact your local insurance agent to set up a policy for your event/space; or
- (2) Use an online special event insurance company that may be found at one of the 3 websites identified below or another special event insurance company of Renter's choice.
 - (a) <https://www.theeventhelper.com>;
 - (b) <http://www.markelinsurance.com/event>; or
 - (c) <http://www.thimble.com/event-insurance>

Renter's policy under subsection B. above must:

- (1) Specify date(s) of event and event description;
- (2) Provide a minimum liability requirement of \$1,000,000.00 per occurrence; and
- (3) Name Davis County as a certificate holder insured as follows: Davis County 61 South Main Street P.O. Box 618 Farmington, UT 84025

11. INDEMNIFICATION AND HOLD HARMLESS. Renter shall indemnify and hold harmless County, and the County's officials, employees, agents, and other representatives (collectively, the "County Representatives"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the County Representatives (collectively, "Losses"), and any cost or expense incurred by the County Representatives in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and

Resolution Expenses together mean “Indemnifiable Losses”) relating to this Agreement or the negligent, reckless, or willful acts or omissions of the Renter or the Renter’s officers, employees, agents, or other representatives (“Renters Representatives”), except to the extent that the County Representatives either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the County’s material breach of this Agreement. Renter’s compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit Renter’s obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Agreement.

12. **SMOKING.** Smoking (including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, and hookahs) is prohibited on the Western Sports Park property. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

13. **ALCOHOLIC BEVERAGES.** Renter shall not allow or cause any alcoholic beverage to be served to, consumed by, or provided to any person or persons participating in Renter’s activities without prior written approval from County. If the Renter obtains written approval from the County, it is the responsibility of the Renter to comply fully with the conditions of that approval as well as:

(a) the provisions and restrictions set forth by the Utah Department of Alcoholic Beverage Control;

(b) the Utah Alcoholic Beverage Control Act (Utah Code Ann. §§ 32B-1-101 et seq.) including, but not limited to, Utah Code Ann. §§ 32B-9-304 and 32B-9-305 regarding, at least in part, single event permits, and Utah Code Ann. §§ 32B-4-401 through 32B-4-422 regarding, at least in part, the sale, purchase, possession, or consumption of alcoholic beverages (including, but not limited to, the prohibition of sales or distribution of alcoholic beverages to minors); and

(c) any and all other applicable Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies.

14. **EVENT SECURITY AND SUPERVISION.** If the Renter intends for alcohol to be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall notify County, in writing, of Renter’s intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period at least 30 calendar days prior to the commencement of the Rental Period;

B. Upon Renter timely notifying County of its intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period, County shall, or if Renter obtains County’s written authorization to hire a party to perform security at the Event, Renter shall hire a third-party contractor to perform security at the Event, and Renter hereby agrees to pay, in full, the fees, expenses, or otherwise in connection with the third-party security for the Event;

C. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response; and

D. Renter and Renter’s Representatives hereby release County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against County that may arise from, in connection with, or relate to the security provided by the third-party.

If alcohol will not be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall be responsible for providing adequate and appropriate security measures for the protection of

the Rental Space, Renter's property, all persons attending or participating in the Event, and providing personnel with adequate and appropriate training and experience to implement necessary security measures;

B. Renter shall supervise any activity or business conducted or sponsored by Renter on or within the Rental Space;

C. Renter shall supervise or appoint an adult to supervise any and all minors attending or participating in activities conducted by or sponsored by Renter; and

D. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response.

15. CATERING. For purposes of this Agreement, a caterer is an independent vendor responsible for preparing, delivering, and serving food and beverages for activities and events taking place at the Western Sports Park. Thus, a caterer includes such services as food trucks, drop-off meals, concessions, outside snacks, beverage services and similar vendors. If the Renter desires to have the Event catered, the Renter shall:

A. Notify County, in writing, of Renter's desire to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period;

B. Contact the County's designated caterer to arrange to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period; and

C. After contacting the County's designated caterer, exclusively work with the County's designated caterer to have the Event catered.

Renter acknowledges and agrees that the County's designated caterer is the sole caterer it may use to cater the Event unless the Renter receives the County's express written authorization to use another caterer. Renter further acknowledges and agrees that, but for the County receiving notice from the Renter regarding the Renter's desire to have the Event catered, the County shall have no role or involvement in catering the Event. Consequently, the Renter and Renter's Representatives hereby release the County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against the County that may arise from, in connection with, or relate to the catering of the Event.

16. Food Trucks. If the Renter desires to have a Food Truck cater the event, the Renter must obtain the County's express written authorization. In addition, Renter hereby acknowledges that use of a Food Truck may be subject to additional fees and requirements, including but not limited to, permits, insurance requirements, local health department requirements, set up fees, utility charges and other similar and applicable requirements.

17. Beverages. Renter acknowledges that Pepsi is the exclusive beverage provider at the Western Sports Park and hereby agrees to offer or sell only Pepsi products for beverages at any Event held in the Rental Space. Renter understands and agrees that it may not bring in Pepsi products, and further agrees that any food vendor or caterer used by Renter for any Event held in the Rental Space shall purchase such Pepsi products directly from the County.

18. Forklift. The County has a forklift that Renter may request to be used to move palletized items for an Event. The forklift may only be operated by designated County employees. If the Renter needs to use a forklift for its Event, the Renter shall:

A. Coordinate with the County prior to the Event to ensure that a designated County employee is available.

Scheduling the use of the forklift must occur 14 days prior to the Event.

B. Renter agrees to fully release the County and its employees or agents from any liability due to any damages that may occur to any person or property related to the loading or unloading of the palletized items, including the palletized items being loaded or unloaded by the County's forklift operator or the vehicle or trailer used to transport the palletized items.

C. Renter acknowledges that damage associated with the use of the forklift can include, but is not limited to damages to windows, truck beds, tailgates, trailers, or to the palletized items. Renter accepts these risks and assumes responsibility for transporting its palletized items safely.

D. The County reserves the right to withhold loading or offloading assistance if, in the County's opinion, damage may occur due to unsafe or questionable conditions. In this event, the Renter may be required to make other loading or offloading arrangements, independent of the County.

19. UTILITY CART. If the Renter desires to rent a utility cart from the County for use at the Western Sports Park, the Renter shall:

A. Pay the County \$200 per day.

B. Renter acknowledges and agrees that Renter is knowledgeable about the safe use of the utility cart and/or has been trained in the use of the utility cart. Renter further agrees that Renter and all Renter Representatives will operate the utility cart in an appropriate manner, using the cart in its operation, and will not operate the utility cart in a reckless or dangerous manner.

C. Renter acknowledges that he/she has a valid driver's license.

D. Renter agrees to indemnify the County in accordance with Section 11 of this Agreement.

20. TICKET SALES AND EVENT INFORMATION. County is not a ticket agent or outlet for the Event. The Renter is responsible for any and all ticket sales and the dispersal of Event information to the public.

21. SURVIVAL. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding warranties, insurance, indemnification, hold harmless, or damages, or with respect to any uncured breach or default of or under this Agreement.

22. RENTER CONTACT INFORMATION. The Parties acknowledge and agree that this Agreement is subject to the Utah Government Records Access and Management Act ("GRAMA") and may be subject to access and/or disclosure under GRAMA.

23. INCONSISTENCIES. The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference:

(1) This Agreement;

(2) Any attachments to this Agreement; and

(3) Any other documents referenced in this Agreement or incorporated into this Contract by reference.

24. ASSIGNMENT AND SUBLEASE RESTRICTED. This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.

25. WAIVER. A right, remedy, power, privilege, or otherwise under this Agreement is not waived by a party

unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.

26. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party, or to bind the other party in any manner.

27. ENTIRE AGREEMENT. This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.

28. AMENDMENT. This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

29. GOVERNING LAW; EXCLUSIVE JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

30. FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

31. SEVERABILITY. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

32. AUTHORIZATION. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

33. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law, unless specifically set forth herein.

34. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assignees, and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

35. TIME OF ESSENCE. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

36. RECITALS INCORPORATED. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

37. COUNTERPARTS; ELECTRONICALLY TRANSMITTED SIGNATURES. If the Parties sign this Agreement in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one Agreement. If one or more of the parties digitally sign this Agreement or if one or more of the parties electronically transmit this Agreement with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, Renter, through its authorized representative, has digitally signed and approved this Agreement as set forth below. Alternatively, if the Renter is not digitally signing and approving this Agreement, the Renter shall sign and date this Agreement in the signature block below. County has executed this Agreement on the date stated below.

Client Signature

Printed Name: Vicente Misch
Signed: 7/1/2026 at 2:53 pm

Vicente Misch

This section reserved for staff signature

By:

Printed Name:

Bob J Stevenson

Date:

ATTEST:

Brian McKenzie, Davis County Clerk

Date:

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Community & Economic Development - Western Sports Park
Presenter: Kent Andersen, Director
Agenda Item: Approval of an Agreement with Club Utah Basketball Academy for Basketball Training

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information:

- Type: Receivable
- Amount: \$4,336.50

Terms:

- Beginning Date: 07/29/2026
- Ending Date: 08/11/2026

Additional Financial Terms:

- GL Account Number: 1810172-455000
- Davis County Match: N/A
- Additional Financial Information: N/A

Attachments:

1. Club Utah Bball Fall 2026

2026-756

Submitted by: Michael Moake, Events Operations Manager
Requested meeting date: 8/4/2026



151 S 1100 W Farmington, Utah 84025 P: (801) 451-4080 <https://www.westernsportspark.com/>

CONTRACT

Event: Club Utah Basketball
Account: Club Utah Basketball Academy
Contact: Bryanna Hutchinson
Phone: 801-842-8854
Email: info@clubutahbasketballacademy.org
Address: 6524 Willow Creek Rd.
 Morgan, UT 84050

Date: 7/29/2026 - 8/11/2026
Location: Western Sports Park
Event Planner: Mike Moake
Phone: 8014514091
Email: mmoake@co.davis.ut.us
Managers: Nina Canning

EVENT SUMMARY

Name	Date	Time	Location	Areas	Event Type
Basketball Tryouts	7/29/2026	4:00 pm – 8:00 pm	Western Sports Park	Court 4 and Court 7	Basketball
Basketball Tryouts	7/30/2026	4:00 pm – 8:00 pm	Western Sports Park	Court 4 and Court 7	Basketball
Basketball Tryouts	8/3/2026	4:00 pm – 8:00 pm	Western Sports Park	Court 4, Court 5, and Court 7	Basketball
Basketball Tryouts	8/4/2026	4:00 pm – 8:00 pm	Western Sports Park	Court 3, Court 5, and Court 7	Basketball
Basketball Tryouts	8/10/2026	4:00 pm – 8:00 pm	Western Sports Park	Court 4 and Court 7	Basketball
Basketball Tryouts	8/11/2026	4:00 pm – 8:00 pm	Western Sports Park	Court 3 and Court 7	Basketball

FACILITY RENTAL

Wednesday, July 29th		Court 4 and Court 7	Basketball	4:00 PM
Qty			Price	Total
8	Hourly Court Rate		\$75.00	\$600.00

Thursday, July 30th		Court 4 and Court 7	Basketball	4:00 PM
Qty			Price	Total

8	Hourly Court Rate	\$75.00	\$600.00
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Monday, August 3rd	Court 4, Court 5, and Court 7	Basketball	4:00 PM
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Qty		Price	Total
12	Hourly Court Rate	\$75.00	\$900.00

Tuesday, August 4th	Court 3, Court 5, and Court 7	Basketball	4:00 PM
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Qty		Price	Total
12	Hourly Court Rate	\$75.00	\$900.00

Monday, August 10th	Court 4 and Court 7	Basketball	4:00 PM
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Qty		Price	Total
8	Hourly Court Rate	\$75.00	\$600.00

Tuesday, August 11th	Court 3 and Court 7	Basketball	4:00 PM
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Qty		Price	Total
8	Hourly Court Rate	\$75.00	\$600.00

Use card on file for subsequent payments and final balance

		Total
Facility Rental		\$4,200.00
Subtotal		\$4,200.00
Application Fee	3.25%	\$136.50
Grand Total		\$4,336.50
Deposit (Credit Card 7836 Visa)	Paid 7/14/2026	-\$154.88
Balance (Credit Card 7836 Visa)	Paid 7/27/2026	-\$4,181.62
Estimated Amount Due		\$0.00

TERMS AND CONDITIONS

THIS WESTERN SPORTS PARK RENTAL AGREEMENT (this “Agreement”) is made and entered into by and between DAVIS COUNTY (“County”), a political subdivision of the state of Utah, and the client or company identified on page 1 of this Agreement under "Customer Details": (“Renter”). County and Renter may be collectively referred to as the “Parties” in this Agreement and may be individually referred to as a “Party” in this Agreement.

This Agreement is made and entered into based, in part, upon the following recitals:

A. County owns and has developed the Western Sports Park, which includes several buildings, arenas, athletic fields, other facilities, and spaces.

B. Renter desires to obtain from County certain rights and privileges which includes permission from County to rent and use one or more buildings, arenas, facilities, or spaces at the Western Sports Park as described in this Agreement.

The Parties therefore agree as follows:

1. GRANT OF RIGHT TO USE. County hereby grants to Renter permission to use the building(s), arena(s), athletic fields, facility(ies), and/or space(s) identified on page 1 of this Agreement next to “Room/Space” (the “Rental Space”).

2. LIMITED OCCUPANCY AND/OR USE. The Parties acknowledge and agree that occupancy and use of the Rental Space shall be limited to the Renter’s use of the Rental Space in order for the Renter to realize the Renter’s event within the Rental Space.

3. RENTAL PERIOD. This Agreement is for the rental period identified on page 1 of this Agreement under the “Contract” section. Renter shall only have access to the Rental Space during the Rental Period. The Renter may, in writing, request to have the Rental Period extended for set up, take down, or otherwise. The County, in its sole discretion, may grant or deny Renter’s request to extend the Rental Period. If the County grants the Renter’s request to extend the Rental Period, the Renter and County shall agree, in writing, regarding the additional rent the Renter shall pay the County for the extension of the Rental Period. If Renter fails to vacate the Rental Space on or before the expiration of the Rental Period, Renter will pay County the full daily fee for the space, as set forth in this Agreement, after the expiration of the Rental Period that Renter has failed to vacate the Rental Space.

4. RENT. At least 14 calendar days prior to the commencement of the Rental Period, the Renter shall pay the County the entire amount identified on page 1 of this Agreement next to “Total Charges” line item (the “Rent Amount”).

5. DEPOSITS.

A. Upon the Renter signing this Agreement and providing it to the County, the Renter shall pay to the County a non-refundable rental deposit in the amount of 25% of the Rent Amount (the “Rental Deposit”). The County may credit the Rental Deposit towards any of the Renter’s outstanding monetary obligations under this Agreement.

The Rental Deposit may be retained by the County if, among other circumstances set forth herein:

(1) Renter cancels this Agreement; or

(2) Renter fails to pay the entire rent due on or before the commencement of the Rental Period.

B. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the Rental Deposit will be forfeited by the Renter to the County if the County finds that the Renter consumed and/or distributed alcohol or illegal substances during the Event in violation of Western Sports Park policy or Federal, State, County, or Municipal statutes, regulations, and/or ordinances.

C. Nothing in this section shall preclude the County from pursuing any other remedy under this Agreement or at law, equity, or otherwise against Renter relating to this Agreement or otherwise.

6. TERMINATION. This Agreement may be terminated prior to the expiration of the Rental Period by any of the following actions or events:

A. By mutual written consent of the Parties;

B. By either party after any material breach of this Agreement; and

C. By County if:

(1) During the Rental Period and on or within any County owned property, Renter and/or Renter's Representatives:

(a) Engage in or permit any unlawful or disruptive conduct or any activity not permitted by applicable law, regulation, ordinance, this Agreement, and/or the policies/practices of the Western Sports Park; and

(b) Fail to immediately cease such conduct or activity after notification by law enforcement, County, or otherwise;

(2) The Rental Period is for less than 8 hours and another party requests to book the Rental Space on the same day of the Rental Period for 8 hours or more (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 14 calendar days prior to the commencement of the Rental Period);

(3) The Rental Period is for 8 hours or more and another party requests to book the Rental Space for a period longer than the Rental Period (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 30 calendar days prior to the commencement of the Rental Period);

(4) Renter fails to sign and return this Agreement to the Western Sports Park office at least 14 calendar days prior to the commencement of the Rental Period;

(5) Renter fails to provide County with proof that it has fully complied with 1 of the alternatives set forth in Section 10 regarding insurance, if Section 10 is not reserved;

(6) Renter fails to provide County, at least 14 calendar days prior to the commencement of the Rental Period, with all necessary federal, state, county, and/or municipal licenses, permits, or otherwise to lawfully conduct the Event; or

(7) A pandemic, natural disaster, or any other act of God or state of emergency occurs (County may cancel this Agreement without any advance notice in the event that this specific subsection is applicable. If Renter is currently occupying the Rental Space, Renter must immediately vacate the Rental Space and all persons and property associated with Renter must also immediately vacate the Rental Space); or

D. As otherwise set forth in this Agreement.

7. REQUIREMENT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND CITY LAWS, REGULATIONS, AND ORDINANCES. During the Rental Period and on or within the Rental Space, the Renter affirms and agrees that Renter and Renter's Representatives shall not engage in any activity or

conduct in violation of Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies. Renter understands, acknowledges, and agrees that it is Renter's responsibility to understand and comply with all relevant Federal, State, County and/or Municipal laws, regulations, ordinances, and/or policies.

Specifically, the Renter will comply with all required permits and rules for Vendors, including special events tax rules, where applicable. The Renter agrees to provide social security numbers or business tax identification information for Vendor(s) to the Utah State Tax Commission upon request. Prior to and continuing through the Rental Period, Renter agrees to obtain, at its sole expense, any and all required permits and/or licenses required by law, regulation, ordinance, or otherwise. Renter agrees to timely pay in full any applicable fees, sales taxes, or other taxes that may arise from, in connection with, or relating to the Event. The Renter further agrees to post any required bonds, which might be required to operate the Event. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

8. DAMAGES. The Parties agree that during the Rental Period Renter is fully and solely responsible for the:

A. The Rental Space;

B. Any and all activities or business sponsored or conducted by Renter on or within the Rental Space; and

C. Any and all injuries, damages, actions, causes of action, claims for relief, demands, costs, fees, expenses, compensations, or otherwise whether known or unknown, in law, equity, or otherwise, that may arise from, in connection with, or relate to the Rental Space and/or the acts or omissions, negligent or otherwise, of Renter and/or Renter's Representatives.

The Parties further acknowledge and agree that the Renter shall:

A. Ensure that absolutely no vehicles are permitted on any grassy areas or sidewalks of the Western Sports Park premises without the prior written consent of the County; and

B. Ensure that absolutely no vehicles are permitted in any buildings of the Western Sports Park premises without the prior written consent of the County.

9. REMOVAL OF MATERIALS FROM THE RENTAL SPACE. Prior to the expiration of the Rental Period, Renter shall:

A. Remove all materials and property brought to and placed on or within the Rental Space by Renter or Renter's Representatives; and

B. Leave the Rental Space in a clean and orderly condition that is satisfactory to the County.

The County is not responsible for any material(s) or item(s) left on or within the Rental Space by Renter or Renter's Representatives. Any materials or items remaining on or within the Rental Space after the expiration of the Rental Period shall become the property of the County and shall be disposed of by the County pursuant to the County's sole discretion. The Renter shall be solely responsible for any costs or expenses incurred by the County to remove property or materials or repair damaged property after the expiration of the Rental Period.

10. SIGNS. Renter is prohibited from displaying signs and/or posters on any building or structure at the Western Sports Park without, unless Renter receives prior written authorization from the Western Sports Park staff. This prohibition applies to the exterior and interior of all buildings and structures within the Western Sports Park.

10. INSURANCE. Renter shall satisfy either subsection a. or subsection b. below regarding insurance in connection with the Agreement:

A. Renter shall:

(1) Prior to the commencement of the Rental Period, obtain a valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements such as in the Agreement, with coverage equal to or greater than the following coverage minimums (the "Policy"):

- (a) Each occurrence - \$1,000,000.00;
- (b) Damage to Rented Premises - \$100,000.00;
- (c) Medical Exp. (Any one person) - \$5,000.00;
- (d) Personal and Adv. Injury - \$2,000,000.00;
- (e) General aggregate - \$2,000,000.00; and
- (f) Products – Comp/Op aggregate - \$2,000,000.00;

(2) Prior to the commencement of the Rental Period, provide the County with a valid "Certificate of Liability Insurance" that satisfies the coverage minimums above and that names "Davis County" as the certificate holder; and

(3) Maintain the Policy throughout the entire Rental Period.

B. Renter shall, prior to the commencement of the Rental Period, obtain a valid special event liability policy for Renter's event/space under the Agreement and provide the County with proof of Renter's valid special event liability policy. To secure a special event policy for Renter's event/space, Renter may, among many other options for obtaining a special event policy for Renter's event/space:

- (1) Contact your local insurance agent to set up a policy for your event/space; or
- (2) Use an online special event insurance company that may be found at one of the 3 websites identified below or another special event insurance company of Renter's choice.
 - (a) <https://www.theeventhelper.com>;
 - (b) <http://www.markelinsurance.com/event>; or
 - (c) <http://www.thimble.com/event-insurance>

Renter's policy under subsection B. above must:

- (1) Specify date(s) of event and event description;
- (2) Provide a minimum liability requirement of \$1,000,000.00 per occurrence; and
- (3) Name Davis County as a certificate holder insured as follows: Davis County 61 South Main Street P.O. Box 618 Farmington, UT 84025

11. INDEMNIFICATION AND HOLD HARMLESS. Renter shall indemnify and hold harmless County, and the County's officials, employees, agents, and other representatives (collectively, the "County Representatives"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the County Representatives (collectively, "Losses"), and any cost or expense incurred by the County Representatives in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and

Resolution Expenses together mean “Indemnifiable Losses”) relating to this Agreement or the negligent, reckless, or willful acts or omissions of the Renter or the Renter’s officers, employees, agents, or other representatives (“Renters Representatives”), except to the extent that the County Representatives either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the County’s material breach of this Agreement. Renter’s compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit Renter’s obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Agreement.

12. **SMOKING.** Smoking (including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, and hookahs) is prohibited on the Western Sports Park property. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

13. **ALCOHOLIC BEVERAGES.** Renter shall not allow or cause any alcoholic beverage to be served to, consumed by, or provided to any person or persons participating in Renter’s activities without prior written approval from County. If the Renter obtains written approval from the County, it is the responsibility of the Renter to comply fully with the conditions of that approval as well as:

(a) the provisions and restrictions set forth by the Utah Department of Alcoholic Beverage Control;

(b) the Utah Alcoholic Beverage Control Act (Utah Code Ann. §§ 32B-1-101 et seq.) including, but not limited to, Utah Code Ann. §§ 32B-9-304 and 32B-9-305 regarding, at least in part, single event permits, and Utah Code Ann. §§ 32B-4-401 through 32B-4-422 regarding, at least in part, the sale, purchase, possession, or consumption of alcoholic beverages (including, but not limited to, the prohibition of sales or distribution of alcoholic beverages to minors); and

(c) any and all other applicable Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies.

14. **EVENT SECURITY AND SUPERVISION.** If the Renter intends for alcohol to be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall notify County, in writing, of Renter’s intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period at least 30 calendar days prior to the commencement of the Rental Period;

B. Upon Renter timely notifying County of its intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period, County shall, or if Renter obtains County’s written authorization to hire a party to perform security at the Event, Renter shall hire a third-party contractor to perform security at the Event, and Renter hereby agrees to pay, in full, the fees, expenses, or otherwise in connection with the third-party security for the Event;

C. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response; and

D. Renter and Renter’s Representatives hereby release County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against County that may arise from, in connection with, or relate to the security provided by the third-party.

If alcohol will not be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall be responsible for providing adequate and appropriate security measures for the protection of

the Rental Space, Renter's property, all persons attending or participating in the Event, and providing personnel with adequate and appropriate training and experience to implement necessary security measures;

B. Renter shall supervise any activity or business conducted or sponsored by Renter on or within the Rental Space;

C. Renter shall supervise or appoint an adult to supervise any and all minors attending or participating in activities conducted by or sponsored by Renter; and

D. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response.

15. CATERING. For purposes of this Agreement, a caterer is an independent vendor responsible for preparing, delivering, and serving food and beverages for activities and events taking place at the Western Sports Park. Thus, a caterer includes such services as food trucks, drop-off meals, concessions, outside snacks, beverage services and similar vendors. If the Renter desires to have the Event catered, the Renter shall:

A. Notify County, in writing, of Renter's desire to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period;

B. Contact the County's designated caterer to arrange to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period; and

C. After contacting the County's designated caterer, exclusively work with the County's designated caterer to have the Event catered.

Renter acknowledges and agrees that the County's designated caterer is the sole caterer it may use to cater the Event unless the Renter receives the County's express written authorization to use another caterer. Renter further acknowledges and agrees that, but for the County receiving notice from the Renter regarding the Renter's desire to have the Event catered, the County shall have no role or involvement in catering the Event. Consequently, the Renter and Renter's Representatives hereby release the County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against the County that may arise from, in connection with, or relate to the catering of the Event.

16. Food Trucks. If the Renter desires to have a Food Truck cater the event, the Renter must obtain the County's express written authorization. In addition, Renter hereby acknowledges that use of a Food Truck may be subject to additional fees and requirements, including but not limited to, permits, insurance requirements, local health department requirements, set up fees, utility charges and other similar and applicable requirements.

17. Beverages. Renter acknowledges that Pepsi is the exclusive beverage provider at the Western Sports Park and hereby agrees to offer or sell only Pepsi products for beverages at any Event held in the Rental Space. Renter understands and agrees that it may not bring in Pepsi products, and further agrees that any food vendor or caterer used by Renter for any Event held in the Rental Space shall purchase such Pepsi products directly from the County.

18. Forklift. The County has a forklift that Renter may request to be used to move palletized items for an Event. The forklift may only be operated by designated County employees. If the Renter needs to use a forklift for its Event, the Renter shall:

A. Coordinate with the County prior to the Event to ensure that a designated County employee is available.

Scheduling the use of the forklift must occur 14 days prior to the Event.

B. Renter agrees to fully release the County and its employees or agents from any liability due to any damages that may occur to any person or property related to the loading or unloading of the palletized items, including the palletized items being loaded or unloaded by the County's forklift operator or the vehicle or trailer used to transport the palletized items.

C. Renter acknowledges that damage associated with the use of the forklift can include, but is not limited to damages to windows, truck beds, tailgates, trailers, or to the palletized items. Renter accepts these risks and assumes responsibility for transporting its palletized items safely.

D. The County reserves the right to withhold loading or offloading assistance if, in the County's opinion, damage may occur due to unsafe or questionable conditions. In this event, the Renter may be required to make other loading or offloading arrangements, independent of the County.

19. UTILITY CART. If the Renter desires to rent a utility cart from the County for use at the Western Sports Park, the Renter shall:

A. Pay the County \$200 per day.

B. Renter acknowledges and agrees that Renter is knowledgeable about the safe use of the utility cart and/or has been trained in the use of the utility cart. Renter further agrees that Renter and all Renter Representatives will operate the utility cart in an appropriate manner, using the cart in its operation, and will not operate the utility cart in a reckless or dangerous manner.

C. Renter acknowledges that he/she has a valid driver's license.

D. Renter agrees to indemnify the County in accordance with Section 11 of this Agreement.

20. TICKET SALES AND EVENT INFORMATION. County is not a ticket agent or outlet for the Event. The Renter is responsible for any and all ticket sales and the dispersal of Event information to the public.

21. SURVIVAL. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding warranties, insurance, indemnification, hold harmless, or damages, or with respect to any uncured breach or default of or under this Agreement.

22. RENTER CONTACT INFORMATION. The Parties acknowledge and agree that this Agreement is subject to the Utah Government Records Access and Management Act ("GRAMA") and may be subject to access and/or disclosure under GRAMA.

23. INCONSISTENCIES. The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference:

(1) This Agreement;

(2) Any attachments to this Agreement; and

(3) Any other documents referenced in this Agreement or incorporated into this Contract by reference.

24. ASSIGNMENT AND SUBLEASE RESTRICTED. This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.

25. WAIVER. A right, remedy, power, privilege, or otherwise under this Agreement is not waived by a party

unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.

26. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party, or to bind the other party in any manner.

27. ENTIRE AGREEMENT. This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.

28. AMENDMENT. This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

29. GOVERNING LAW; EXCLUSIVE JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

30. FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

31. SEVERABILITY. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

32. AUTHORIZATION. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

33. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law, unless specifically set forth herein.

34. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assignees, and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

35. TIME OF ESSENCE. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

36. RECITALS INCORPORATED. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

37. COUNTERPARTS; ELECTRONICALLY TRANSMITTED SIGNATURES. If the Parties sign this Agreement in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one Agreement. If one or more of the parties digitally sign this Agreement or if one or more of the parties electronically transmit this Agreement with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, Renter, through its authorized representative, has digitally signed and approved this Agreement as set forth below. Alternatively, if the Renter is not digitally signing and approving this Agreement, the Renter shall sign and date this Agreement in the signature block below. County has executed this Agreement on the date stated below.

Client Signature

Printed Name: Bryanna Hutchinson
Signed: 7/27/2026 at 3:27 pm

Bryanna Hutchinson

This section reserved for staff signature

By:

Printed Name:

Bob J Stevenson

Date:

ATTEST:

Brian McKenzie, Davis County Clerk

Date:

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Community & Economic Development - Western Sports Park
Presenter: Kent Andersen, Director
Agenda Item: Approval of an Agreement with The North American Grappling Association for Grappling Tournaments

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information:

- Type: Receivable
- Amount: \$13,422.50

Terms:

- Beginning Date: 05/21/2027
- Ending Date: 10/02/2027

Additional Financial Terms:

- GL Account Number: 1810172-455000
- Davis County Match: N/A
- Additional Financial Information: N/A

Attachments:

1. NAGA 2027

2026-757

Submitted by: Michael Moake, Events Operations Manager
Requested meeting date: 8/4/2026



151 S 1100 W Farmington, Utah 84025 P: (801) 451-4080 <https://www.westernsportspark.com/>

CONTRACT

Event: NAGA

Date: 5/21/2027 - 10/2/2027

Account: The North American Grappling Association

Location: Western Sports Park

Contact: Andy Johnson

Event Planner: Mike Moake

Phone: 8605373686

Phone: 8014514091

Email: andy@nagafighter.com

Email: mmoake@co.davis.ut.us

Address: 400 Halls Hill RD
Colchester, CT 06415

Managers: Chris Harris

EVENT SUMMARY

Name	Date	Time	Location	Areas	Event Type
NAGA	5/21/2027	3:00 pm – 7:00 pm	Western Sports Park	Common Spirit Arena 2 and Officials Room 2	Grappling
NAGA	5/22/2027	7:00 am – 8:00 pm	Western Sports Park	Common Spirit Arena 2 and Officials Room 2	Grappling
NAGA	10/1/2027	3:00 pm – 7:00 pm	Western Sports Park	Common Spirit Arena 1, Athletic Training Room, and Officials Room	Grappling
NAGA	10/2/2027	7:00 am – 8:00 pm	Western Sports Park	Common Spirit Arena 1, Athletic Training Room, and Officials Room	Grappling

FACILITY RENTAL

Friday, May 21st	Common Spirit Arena 2 and Officials Room 2	Grappling	3:00 PM
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Qty		Price	Total
1	CommonSpirit Arena 2 - Day Rate	\$2,500.00	\$2,500.00

Saturday, May 22nd	Common Spirit Arena 2 and Officials Room 2	Grappling	7:00 AM
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Qty		Price	Total
1	CommonSpirit Arena 2 - Day Rate	\$2,500.00	\$2,500.00

Friday, October 1st	Common Spirit Arena 1, Athletic Training Room, and Officials Room	Grappling	3:00 PM
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Qty		Price	Total
1	Day Rate	\$4,000.00	\$4,000.00

Saturday, October 2nd	Common Spirit Arena 1, Athletic Training Room, and Officials Room	Grappling	7:00 AM
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Qty		Price	Total
1	Day Rate	\$4,000.00	\$4,000.00

			Total
Facility Rental			\$13,000.00
Subtotal			\$13,000.00
Application Fee	3.25%		\$422.50
Grand Total			\$13,422.50
Deposit (Credit Card 6144 Visa)		Paid 7/27/2026	-\$2,065.00
Estimated Amount Due			\$11,357.50

TERMS AND CONDITIONS

THIS WESTERN SPORTS PARK RENTAL AGREEMENT (this “Agreement”) is made and entered into by and between DAVIS COUNTY (“County”), a political subdivision of the state of Utah, and the client or company identified on page 1 of this Agreement under "Customer Details": (“Renter”). County and Renter may be collectively referred to as the “Parties” in this Agreement and may be individually referred to as a “Party” in this Agreement.

This Agreement is made and entered into based, in part, upon the following recitals:

A. County owns and has developed the Western Sports Park, which includes several buildings, arenas, athletic fields, other facilities, and spaces.

B. Renter desires to obtain from County certain rights and privileges which includes permission from County to rent and use one or more buildings, arenas, facilities, or spaces at the Western Sports Park as described in this Agreement.

The Parties therefore agree as follows:

1. GRANT OF RIGHT TO USE. County hereby grants to Renter permission to use the building(s), arena(s), athletic fields, facility(ies), and/or space(s) identified on page 1 of this Agreement next to “Room/Space” (the “Rental Space”).

2. LIMITED OCCUPANCY AND/OR USE. The Parties acknowledge and agree that occupancy and use of the Rental Space shall be limited to the Renter’s use of the Rental Space in order for the Renter to realize the Renter’s event within the Rental Space.

3. RENTAL PERIOD. This Agreement is for the rental period identified on page 1 of this Agreement under the “Contract” section. Renter shall only have access to the Rental Space during the Rental Period. The Renter may, in writing, request to have the Rental Period extended for set up, take down, or otherwise. The County, in its sole discretion, may grant or deny Renter’s request to extend the Rental Period. If the County grants the Renter’s request to extend the Rental Period, the Renter and County shall agree, in writing, regarding the additional rent the Renter shall pay the County for the extension of the Rental Period. If Renter fails to vacate the Rental Space on or before the expiration of the Rental Period, Renter will pay County the full daily fee for the space, as set forth in this Agreement, after the expiration of the Rental Period that Renter has failed to vacate the Rental Space.

4. RENT. At least 14 calendar days prior to the commencement of the Rental Period, the Renter shall pay the County the entire amount identified on page 1 of this Agreement next to “Total Charges” line item (the “Rent Amount”).

5. DEPOSITS.

A. Upon the Renter signing this Agreement and providing it to the County, the Renter shall pay to the County a non-refundable rental deposit in the amount of 25% of the Rent Amount (the “Rental Deposit”). The County may credit the Rental Deposit towards any of the Renter’s outstanding monetary obligations under this Agreement.

The Rental Deposit may be retained by the County if, among other circumstances set forth herein:

- (1) Renter cancels this Agreement; or
- (2) Renter fails to pay the entire rent due on or before the commencement of the Rental Period.

B. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the Rental Deposit will be forfeited by the Renter to the County if the County finds that the Renter consumed and/or distributed alcohol or illegal substances during the Event in violation of Western Sports Park policy or Federal, State, County, or Municipal statutes, regulations, and/or ordinances.

C. Nothing in this section shall preclude the County from pursuing any other remedy under this Agreement or at law, equity, or otherwise against Renter relating to this Agreement or otherwise.

6. TERMINATION. This Agreement may be terminated prior to the expiration of the Rental Period by any of the following actions or events:

A. By mutual written consent of the Parties;

B. By either party after any material breach of this Agreement; and

C. By County if:

(1) During the Rental Period and on or within any County owned property, Renter and/or Renter's Representatives:

(a) Engage in or permit any unlawful or disruptive conduct or any activity not permitted by applicable law, regulation, ordinance, this Agreement, and/or the policies/practices of the Western Sports Park; and

(b) Fail to immediately cease such conduct or activity after notification by law enforcement, County, or otherwise;

(2) The Rental Period is for less than 8 hours and another party requests to book the Rental Space on the same day of the Rental Period for 8 hours or more (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 14 calendar days prior to the commencement of the Rental Period);

(3) The Rental Period is for 8 hours or more and another party requests to book the Rental Space for a period longer than the Rental Period (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 30 calendar days prior to the commencement of the Rental Period);

(4) Renter fails to sign and return this Agreement to the Western Sports Park office at least 14 calendar days prior to the commencement of the Rental Period;

(5) Renter fails to provide County with proof that it has fully complied with 1 of the alternatives set forth in Section 10 regarding insurance, if Section 10 is not reserved;

(6) Renter fails to provide County, at least 14 calendar days prior to the commencement of the Rental Period, with all necessary federal, state, county, and/or municipal licenses, permits, or otherwise to lawfully conduct the Event; or

(7) A pandemic, natural disaster, or any other act of God or state of emergency occurs (County may cancel this Agreement without any advance notice in the event that this specific subsection is applicable. If Renter is currently occupying the Rental Space, Renter must immediately vacate the Rental Space and all persons and property associated with Renter must also immediately vacate the Rental Space); or

D. As otherwise set forth in this Agreement.

7. REQUIREMENT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND CITY LAWS, REGULATIONS, AND ORDINANCES. During the Rental Period and on or within the Rental Space, the Renter affirms and agrees that Renter and Renter's Representatives shall not engage in any activity or

conduct in violation of Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies. Renter understands, acknowledges, and agrees that it is Renter's responsibility to understand and comply with all relevant Federal, State, County and/or Municipal laws, regulations, ordinances, and/or policies.

Specifically, the Renter will comply with all required permits and rules for Vendors, including special events tax rules, where applicable. The Renter agrees to provide social security numbers or business tax identification information for Vendor(s) to the Utah State Tax Commission upon request. Prior to and continuing through the Rental Period, Renter agrees to obtain, at its sole expense, any and all required permits and/or licenses required by law, regulation, ordinance, or otherwise. Renter agrees to timely pay in full any applicable fees, sales taxes, or other taxes that may arise from, in connection with, or relating to the Event. The Renter further agrees to post any required bonds, which might be required to operate the Event. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

8. DAMAGES. The Parties agree that during the Rental Period Renter is fully and solely responsible for the:

A. The Rental Space;

B. Any and all activities or business sponsored or conducted by Renter on or within the Rental Space; and

C. Any and all injuries, damages, actions, causes of action, claims for relief, demands, costs, fees, expenses, compensations, or otherwise whether known or unknown, in law, equity, or otherwise, that may arise from, in connection with, or relate to the Rental Space and/or the acts or omissions, negligent or otherwise, of Renter and/or Renter's Representatives.

The Parties further acknowledge and agree that the Renter shall:

A. Ensure that absolutely no vehicles are permitted on any grassy areas or sidewalks of the Western Sports Park premises without the prior written consent of the County; and

B. Ensure that absolutely no vehicles are permitted in any buildings of the Western Sports Park premises without the prior written consent of the County.

9. REMOVAL OF MATERIALS FROM THE RENTAL SPACE. Prior to the expiration of the Rental Period, Renter shall:

A. Remove all materials and property brought to and placed on or within the Rental Space by Renter or Renter's Representatives; and

B. Leave the Rental Space in a clean and orderly condition that is satisfactory to the County.

The County is not responsible for any material(s) or item(s) left on or within the Rental Space by Renter or Renter's Representatives. Any materials or items remaining on or within the Rental Space after the expiration of the Rental Period shall become the property of the County and shall be disposed of by the County pursuant to the County's sole discretion. The Renter shall be solely responsible for any costs or expenses incurred by the County to remove property or materials or repair damaged property after the expiration of the Rental Period.

10. SIGNS. Renter is prohibited from displaying signs and/or posters on any building or structure at the Western Sports Park without, unless Renter receives prior written authorization from the Western Sports Park staff. This prohibition applies to the exterior and interior of all buildings and structures within the Western Sports Park.

10. INSURANCE. Renter shall satisfy either subsection a. or subsection b. below regarding insurance in connection with the Agreement:

A. Renter shall:

(1) Prior to the commencement of the Rental Period, obtain a valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements such as in the Agreement, with coverage equal to or greater than the following coverage minimums (the "Policy"):

- (a) Each occurrence - \$1,000,000.00;
- (b) Damage to Rented Premises - \$100,000.00;
- (c) Medical Exp. (Any one person) - \$5,000.00;
- (d) Personal and Adv. Injury - \$2,000,000.00;
- (e) General aggregate - \$2,000,000.00; and
- (f) Products – Comp/Op aggregate - \$2,000,000.00;

(2) Prior to the commencement of the Rental Period, provide the County with a valid "Certificate of Liability Insurance" that satisfies the coverage minimums above and that names "Davis County" as the certificate holder; and

(3) Maintain the Policy throughout the entire Rental Period.

B. Renter shall, prior to the commencement of the Rental Period, obtain a valid special event liability policy for Renter's event/space under the Agreement and provide the County with proof of Renter's valid special event liability policy. To secure a special event policy for Renter's event/space, Renter may, among many other options for obtaining a special event policy for Renter's event/space:

- (1) Contact your local insurance agent to set up a policy for your event/space; or
- (2) Use an online special event insurance company that may be found at one of the 3 websites identified below or another special event insurance company of Renter's choice.
 - (a) <https://www.theeventhelper.com>;
 - (b) <http://www.markelinsurance.com/event>; or
 - (c) <http://www.thimble.com/event-insurance>

Renter's policy under subsection B. above must:

- (1) Specify date(s) of event and event description;
- (2) Provide a minimum liability requirement of \$1,000,000.00 per occurrence; and
- (3) Name Davis County as a certificate holder insured as follows: Davis County 61 South Main Street P.O. Box 618 Farmington, UT 84025

11. INDEMNIFICATION AND HOLD HARMLESS. Renter shall indemnify and hold harmless County, and the County's officials, employees, agents, and other representatives (collectively, the "County Representatives"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the County Representatives (collectively, "Losses"), and any cost or expense incurred by the County Representatives in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and

Resolution Expenses together mean “Indemnifiable Losses”) relating to this Agreement or the negligent, reckless, or willful acts or omissions of the Renter or the Renter’s officers, employees, agents, or other representatives (“Renters Representatives”), except to the extent that the County Representatives either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the County’s material breach of this Agreement. Renter’s compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit Renter’s obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Agreement.

12. **SMOKING.** Smoking (including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, and hookahs) is prohibited on the Western Sports Park property. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

13. **ALCOHOLIC BEVERAGES.** Renter shall not allow or cause any alcoholic beverage to be served to, consumed by, or provided to any person or persons participating in Renter’s activities without prior written approval from County. If the Renter obtains written approval from the County, it is the responsibility of the Renter to comply fully with the conditions of that approval as well as:

(a) the provisions and restrictions set forth by the Utah Department of Alcoholic Beverage Control;

(b) the Utah Alcoholic Beverage Control Act (Utah Code Ann. §§ 32B-1-101 et seq.) including, but not limited to, Utah Code Ann. §§ 32B-9-304 and 32B-9-305 regarding, at least in part, single event permits, and Utah Code Ann. §§ 32B-4-401 through 32B-4-422 regarding, at least in part, the sale, purchase, possession, or consumption of alcoholic beverages (including, but not limited to, the prohibition of sales or distribution of alcoholic beverages to minors); and

(c) any and all other applicable Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies.

14. **EVENT SECURITY AND SUPERVISION.** If the Renter intends for alcohol to be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall notify County, in writing, of Renter’s intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period at least 30 calendar days prior to the commencement of the Rental Period;

B. Upon Renter timely notifying County of its intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period, County shall, or if Renter obtains County’s written authorization to hire a party to perform security at the Event, Renter shall hire a third-party contractor to perform security at the Event, and Renter hereby agrees to pay, in full, the fees, expenses, or otherwise in connection with the third-party security for the Event;

C. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response; and

D. Renter and Renter’s Representatives hereby release County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against County that may arise from, in connection with, or relate to the security provided by the third-party.

If alcohol will not be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall be responsible for providing adequate and appropriate security measures for the protection of

the Rental Space, Renter's property, all persons attending or participating in the Event, and providing personnel with adequate and appropriate training and experience to implement necessary security measures;

B. Renter shall supervise any activity or business conducted or sponsored by Renter on or within the Rental Space;

C. Renter shall supervise or appoint an adult to supervise any and all minors attending or participating in activities conducted by or sponsored by Renter; and

D. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response.

15. CATERING. For purposes of this Agreement, a caterer is an independent vendor responsible for preparing, delivering, and serving food and beverages for activities and events taking place at the Western Sports Park. Thus, a caterer includes such services as food trucks, drop-off meals, concessions, outside snacks, beverage services and similar vendors. If the Renter desires to have the Event catered, the Renter shall:

A. Notify County, in writing, of Renter's desire to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period;

B. Contact the County's designated caterer to arrange to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period; and

C. After contacting the County's designated caterer, exclusively work with the County's designated caterer to have the Event catered.

Renter acknowledges and agrees that the County's designated caterer is the sole caterer it may use to cater the Event unless the Renter receives the County's express written authorization to use another caterer. Renter further acknowledges and agrees that, but for the County receiving notice from the Renter regarding the Renter's desire to have the Event catered, the County shall have no role or involvement in catering the Event. Consequently, the Renter and Renter's Representatives hereby release the County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against the County that may arise from, in connection with, or relate to the catering of the Event.

16. Food Trucks. If the Renter desires to have a Food Truck cater the event, the Renter must obtain the County's express written authorization. In addition, Renter hereby acknowledges that use of a Food Truck may be subject to additional fees and requirements, including but not limited to, permits, insurance requirements, local health department requirements, set up fees, utility charges and other similar and applicable requirements.

17. Beverages. Renter acknowledges that Pepsi is the exclusive beverage provider at the Western Sports Park and hereby agrees to offer or sell only Pepsi products for beverages at any Event held in the Rental Space. Renter understands and agrees that it may not bring in Pepsi products, and further agrees that any food vendor or caterer used by Renter for any Event held in the Rental Space shall purchase such Pepsi products directly from the County.

18. Forklift. The County has a forklift that Renter may request to be used to move palletized items for an Event. The forklift may only be operated by designated County employees. If the Renter needs to use a forklift for its Event, the Renter shall:

A. Coordinate with the County prior to the Event to ensure that a designated County employee is available.

Scheduling the use of the forklift must occur 14 days prior to the Event.

B. Renter agrees to fully release the County and its employees or agents from any liability due to any damages that may occur to any person or property related to the loading or unloading of the palletized items, including the palletized items being loaded or unloaded by the County's forklift operator or the vehicle or trailer used to transport the palletized items.

C. Renter acknowledges that damage associated with the use of the forklift can include, but is not limited to damages to windows, truck beds, tailgates, trailers, or to the palletized items. Renter accepts these risks and assumes responsibility for transporting its palletized items safely.

D. The County reserves the right to withhold loading or offloading assistance if, in the County's opinion, damage may occur due to unsafe or questionable conditions. In this event, the Renter may be required to make other loading or offloading arrangements, independent of the County.

19. UTILITY CART. If the Renter desires to rent a utility cart from the County for use at the Western Sports Park, the Renter shall:

A. Pay the County \$200 per day.

B. Renter acknowledges and agrees that Renter is knowledgeable about the safe use of the utility cart and/or has been trained in the use of the utility cart. Renter further agrees that Renter and all Renter Representatives will operate the utility cart in an appropriate manner, using the cart in its operation, and will not operate the utility cart in a reckless or dangerous manner.

C. Renter acknowledges that he/she has a valid driver's license.

D. Renter agrees to indemnify the County in accordance with Section 11 of this Agreement.

20. TICKET SALES AND EVENT INFORMATION. County is not a ticket agent or outlet for the Event. The Renter is responsible for any and all ticket sales and the dispersal of Event information to the public.

21. SURVIVAL. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding warranties, insurance, indemnification, hold harmless, or damages, or with respect to any uncured breach or default of or under this Agreement.

22. RENTER CONTACT INFORMATION. The Parties acknowledge and agree that this Agreement is subject to the Utah Government Records Access and Management Act ("GRAMA") and may be subject to access and/or disclosure under GRAMA.

23. INCONSISTENCIES. The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference:

(1) This Agreement;

(2) Any attachments to this Agreement; and

(3) Any other documents referenced in this Agreement or incorporated into this Contract by reference.

24. ASSIGNMENT AND SUBLEASE RESTRICTED. This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.

25. WAIVER. A right, remedy, power, privilege, or otherwise under this Agreement is not waived by a party

unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.

26. **RELATIONSHIP OF THE PARTIES.** The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party, or to bind the other party in any manner.

27. **ENTIRE AGREEMENT.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.

28. **AMENDMENT.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

29. **GOVERNING LAW; EXCLUSIVE JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

30. **FORCE MAJEURE.** In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

31. **SEVERABILITY.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

32. **AUTHORIZATION.** The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

33. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law, unless specifically set forth herein.

34. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assignees, and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

35. TIME OF ESSENCE. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

36. RECITALS INCORPORATED. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

37. COUNTERPARTS; ELECTRONICALLY TRANSMITTED SIGNATURES. If the Parties sign this Agreement in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one Agreement. If one or more of the parties digitally sign this Agreement or if one or more of the parties electronically transmit this Agreement with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, Renter, through its authorized representative, has digitally signed and approved this Agreement as set forth below. Alternatively, if the Renter is not digitally signing and approving this Agreement, the Renter shall sign and date this Agreement in the signature block below. County has executed this Agreement on the date stated below.

Client Signature

Printed Name: Andy Johnson
Signed: 7/27/2026 at 11:40 am

Andy Johnson

This section reserved for staff signature

By:

Printed Name:

Bob J Stevenson

Date:

ATTEST:

Brian McKenzie, Davis County Clerk

Date:

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Human Resources
Presenter: Shawn Choate, Director
Agenda Item: Ratification of an Employee Settlement and Release Agreement

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information: N/A **Terms:** N/A

Additional Financial Terms: N/A

Attachments:

2026-769

Submitted by: Shawn Choate, Director
Requested meeting date: 8/4/2026

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (this “Agreement”) is made and entered into on July 13th, 2026 (the “Effective Date”) by and between Davis County, a political subdivision of the State of Utah (the “County”) and Nakia Myers (“Myers”). The County and Myers may be collectively referred to as the “Parties” in this Agreement.

RECITALS

- A. Myers has been an employee of Davis County since August 15th, 2022. She is currently employed as a Recorder Technician II with Davis County Recorder’s Office.
- B. Davis County placed Myers on administrative leave on July 2nd, 2026 after becoming aware of allegations of misconduct related to her performance of her job duties.
- C. The County investigated the concerns regarding Myers’ performance of her job duties and conducted a pre-disciplinary hearing with Myers on July 2nd, 2026.
- D. Thereafter, Myers and the County have engaged in discussions relating to Myers’ status with the County and the Parties have agreed to enter into this Settlement and Release Agreement.

The Parties do hereby mutually agree as follows:

1. **Continuation of Salary and Certain Benefits.** During the time between the Effective Date of this Agreement and August 7th, 2026, the County agrees to provide Myers with the same salary and health benefits that she is currently receiving. In addition, the County agrees to pay retirement contributions on salary through August 7th, 2026, and Myers will receive retirement credit through August 7th, 2026. The Parties hereby acknowledge and agree that Myers will no longer receive employee benefits from the County after August 7th, 2026, with the exception of healthcare coverage which will remain in effect through August 31st, 2026.
2. **Accrued and Unused Vacation Hours.** The Parties agree that Myers will receive payment for unused vacation hours accrued through August 7th, 2026.
3. **Accrued and Unused Sick Leave Hours.** The Parties agree that Myers will receive payment for one-third of her unused sick leave hours that she has accrued through December 31, 2025.
4. **Voluntary Resignation.**
Concurrent with the execution of this Agreement, Myers agrees to execute and provide the County with a written letter of resignation indicating her agreement to voluntarily resign her employment with the County effective August 7th, 2026, a copy of which is attached hereto as Exhibit A.
5. **Release of Claims by Myers.** In consideration of the promises, obligations, and/or covenants contained in this Agreement, Myers, for herself, and on behalf of any and all others claiming by, through or under Myers (collectively, the “Myers Releasers”), hereby waive, release, forgive and

forever discharge the County and any and all of its past and/or present officers, officials, agents, servants, representatives, employees, attorneys, subrogees, indemnitees, indemnitors, assigns, insurers, insureds, and sureties (collectively, the "County Releasees") of and from any and all claims, obligations, damages, losses, injuries, debts, rights, rights to payment, rights to equitable remedies, rights to legal or equitable relief, demands, allegations, counterclaims, crossclaims, contracts, covenants, agreements, promises, trespasses, torts, tortious conduct, dues, accounts, bonds, bills, notices, costs, expenses, attorney fees, judgments, executions, liens, encumbrances, contribution rights, indemnity rights, actions, causes of action, choses in action, suits, controversies, disputes, vicarious liability, challenges and liabilities of any kind or nature whatsoever in law, equity or otherwise, whether known or unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent, matured or unmatured, accrued or inchoate, which have existed, may have existed, or which do exist, that the Myers Releasees at any time had, owned or held from the beginning of her employment with the County through the Effective Date of this Agreement against the County Releasees including, but not limited to, all of the following:

- A. The Age Discrimination in Employment Act, as amended;
- B. Title VII of the Civil Rights Act of 1964, as amended;
- C. The Americans with Disabilities Act, as amended;
- D. All federal or state anti-discrimination laws, as amended, including, but not limited to, the Utah Antidiscrimination Act, as amended;
- E. All claims that relate, in any way, to employment, discrimination or harassment in employment;
- F. All claims for an alleged breach of an express or implied contract; and
- G. All claims for attorney's fees.

6. **Review by Counsel.** The Parties each specifically represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that each party is voluntarily and knowingly entering into this Agreement. The Parties also specifically represent that prior to signing this Agreement, each has been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties have been advised that this is an important legal document and that each party should consult with an attorney prior to entering into this Agreement. The Parties specifically represent that each has consulted with counsel regarding the terms and conditions of this Agreement, or has voluntarily and knowingly elected not to consult with counsel regarding the terms and conditions of this Agreement as a result of her or its own free act, and freely executes this Agreement.

7. **Twenty-One Day Consideration Period.** This Agreement is being provided to Myers on July 13th, 2026. Myers shall have 21 days after she receives this Agreement to consider this Agreement, including, but not limited to, Myers' release of claims as set forth in this Agreement. The Parties acknowledge and agree that pursuant to this Agreement Myers' employment record with Davis County will reflect a resignation date effective August 7, 2026 and that Myers will receive compensation through that date, and health insurance benefits through August 31, 2026.

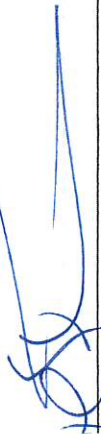
The rights of this review period will not affect the effective date of this Agreement or the dates that Meyers will receive compensation and health benefits.

8. **Seven-Day Revocation Period.** Following her signature and execution of this Agreement, Myers shall have 7 days to revoke this Agreement. For the revocation to be effective, the revocation must be in writing, signed by Myers, and delivered to Bob Stevenson, Chairperson, Board of Davis County Commissioners located at 61 South Main Street, Suite. 301, P.O. Box 618, Farmington, UT 84025, on or before 5:00 p.m. (Mountain Daylight Savings Time) on the 7th day after Myers has executed this Agreement.
9. **Non-Disparagement.** The Parties agree that unless required to do so by legal process, or as allowed in any legal proceeding, neither Myers nor anyone speaking on behalf of the County will make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the integrity, competence or good character of the person or entity to whom the communication relates.
10. **No Other Representations.** The Parties acknowledge, understand, and agree that no promises or agreement not expressed in this Agreement have been made, that this Agreement is not executed in reliance upon any statement or representation made by the County or by any person employed by or representing either party other than the statements contained in this Agreement itself, and the terms of this Agreement are contractual and not merely recitals.
11. **Binding Effect; Entire Agreement, Amendment.** This Agreement is binding upon and shall accrue to the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
12. **Severability.** If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null

or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

13. **Authorization.** The Parties warrant and represent that the individuals whose signatures appear below are authorized to enter into this Agreement on behalf of each party for whom they sign.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. By executing this Agreement, the Parties agree to submit to the exclusive jurisdiction of the Utah courts and agree that venue for any action related to enforcing or interpreting this Agreement shall be the Second Judicial District Court of Utah, Davis County, Farmington Department.
15. **Counterparts; Electronically Transmitted Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

The foregoing Settlement and Release Agreement has been read and fully understood before the signing of this Agreement.

DAVIS COUNTY  Bob Stevenson, Chairperson Board of Davis County Commissioners Dated: _____ ATTEST: Brian McKenzie, Davis County Clerk Dated: _____	Nakia Myers  Nakia Myers Dated: <u>July 22, 2026</u> RECEIVED JUL 22 2026
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Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Sheriff's Office
Presenter: Arnold Butcher, Chief Deputy
Agenda Item: Approval of the Training Reimbursement Agreement between Davis County and Christopher Jason Delancey for Special Functions Training and Basic Corrections Training with Christopher Jason Delancey as the Trainee

Vendor/Customer Name: Christopher Jason Delancey	Purchase Type: N/A	Procurement Method: N/A
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Financial Information:

- Type: Payable
- Amount: \$18,978.00

Terms:

- Beginning Date: When all parties have signed the agreement
- Ending Date: When all parties have satisfied each of their respective duties under the agreement

Additional Financial Terms:

- GL Account Number: 1020230-510110
- Davis County Match: N/A
- Additional Financial Information: This is a payable and will become a receivable if at any time they default on the agreement.

Attachments:

1. Delancey_Christopher J_Training Reimbursement Agmt

2026-758

Submitted by: Susan Williams, Office Manager II
Requested meeting date: 8/4/2026



Training Reimbursement Agreement (Special Functions Training and Basic Corrections Training)

This agreement is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah, and **Christopher Jason Delancey** (the "Trainee").

WHEREAS, the Davis County Sheriff (the "Sheriff") may perform specialized investigations, service of legal process, security functions, or specialized ordinance, rule, or regulatory functions through sworn and certified special function officers;

WHEREAS, the Sheriff, with the consent of the Davis County Legislative Body, generally hires individuals to assist the Sheriff in fulfilling special function officer services who have satisfactorily completed special functions training required by the Davis County Sheriff's Office (the "Sheriff's Office") and who are sworn and certified special function officers under Section 53-13-105 of the Utah Code; and

WHEREAS, the Sheriff is required under Utah law to "take charge of and keep the county jail and the jail prisoners"; and

WHEREAS, the Sheriff, with the consent of the Davis County Legislative Body, generally hires individuals to assist the Sheriff in fulfilling the requirements set forth in the recital directly above who have satisfactorily completed a basic training program for correctional officers and other specialized training required by the Davis County Sheriff's Office (the "Sheriff's Office") and who are sworn and certified correctional officers under Section 53-13-104 of the Utah Code; and

WHEREAS, in circumstances where it is difficult for the Sheriff to hire previously trained, sworn and certified special function officers or correctional officers, the Sheriff may hire an untrained, unsworn and uncertified individual as a special function officer or correctional officer and have Davis County pay for some or all the trainee's wages and benefits for the period that the trainee participates in the required training for special function officers or correctional officers as well as some or all of the training costs applicable to the trainee to become a sworn and certified special function officer or correctional officer; and

WHEREAS, the Trainee desires for Davis County to pay the Trainee's wages and benefits for the period that the Trainee participates in the required training for special function officers and correctional officers as well as the training costs applicable to the Trainee under the terms and conditions of this agreement; and

WHEREAS, Davis County is willing to pay the Trainee's wages and benefits for the period that the Trainee participates in the required training for special function officers and correctional officers as well as the training costs applicable to the Trainee under the terms and conditions of this agreement.

The parties therefore agree as follows:

1. **Payment of the Trainee's Wages, Benefits and Training Costs.** Davis County will pay the Trainee's wages and benefits, consistent with Davis County's ordinances, policies and procedures, for the period that the Trainee participates in the required special functions training and basic corrections training, which amounts are estimated in the table directly below. Davis County will also pay the training costs applicable to the Trainee's required special functions training and basic corrections training, which amount is estimated in the table directly below.

<u>Cost Description</u>	<u>Amount</u>
Estimated Trainee's wages for the applicable training and training period	\$13,228.00
Estimated Trainee's benefits for the applicable training and training period	\$5,000.00
Estimated training costs for the applicable training and training period	\$750.00
Total Amount:	\$18,978.00

2. Minimum Service Period.

- 2.1. The parties acknowledge, understand and agree that the wages, benefits and training costs paid to or on behalf of the Trainee by Davis County under this agreement are:

- 2.1.1. Significant monetary contributions benefitting the Trainee; and
- 2.1.2. Valuable assets to the Trainee, which, among other things, enhance the Trainee's opportunities to obtain employment with other prospective law enforcement, corrections, security or other related agencies or employers.

- 2.2. The parties acknowledge, understand and agree that Davis County would not agree to pay the Trainee the wages, benefits and training costs set forth in Section 1 of this agreement without the Trainee's agreement to satisfy the Minimum Service Period set forth in Subsection 2.3 of this agreement.
- 2.3. The Trainee agrees to remain employed by Davis County as a Davis County Deputy Sheriff for a minimum service period of either two years of full-time employment or 4,160 worked hours, whichever occurs later, from the Trainee's date of hire with Davis County (the "Minimum Service Period"). The Trainee makes this Minimum Service Period commitment in exchange of and as consideration for Davis County's payment of wages, benefits and training costs identified in Section 1 of this agreement either to or for the benefit of the Trainee. If the Trainee's employment status changes from full-time to part-time before the Minimum Service Period is satisfied, then the Trainee shall continue to work for Davis County as a Davis County Deputy Sheriff until the Trainee has worked at least 4,160 hours from the Trainee's date of hire with Davis County. If the Trainee fails to work at least two days each month during the Minimum Service Period, then Davis County may terminate the Trainee's employment with Davis County.

The provisions of this section will survive the expiration or early termination of this agreement.

3. **Reimbursement.** If the Trainee's employment with Davis County is terminated, for any reason, by the Trainee, Davis County, or otherwise before the Minimum Service Period is satisfied, then the Trainee agrees to reimburse Davis County for the wages, benefits and training costs identified in Section 1 of this agreement on a prorated basis corresponding to the remaining unworked hours required to satisfy the Minimum Service Period (referred to herein as the "Trainee's Reimbursement Obligation"). For example, if the Trainee works 3,000 hours of the required 4,160 hours to satisfy the Minimum Service Period, then the Trainee agrees to reimburse Davis County 27.88% of the wages, benefits and training costs that Davis County paid to or on behalf of the Trainee. Notwithstanding any other provision of this agreement to the contrary, if the Trainee's employment as a Davis County Deputy Sheriff is terminated early due to a reduction in force by Davis County, then Davis County agrees that the Trainee need not reimburse Davis County for the wages, benefits and training costs identified in Section 1 of this agreement. The provisions of this section will survive the expiration or early termination of this agreement.

4. **Satisfaction of the Trainee's Reimbursement Obligation.**

- 4.1. The Trainee may satisfy the Trainee's Reimbursement Obligation under this agreement by any of the following methods:

- 4.1.1. By paying Davis County the Trainee's Reimbursement Obligation within 60 days of the date that the Trainee's employment with Davis County is terminated; or

- 4.1.2. By paying Davis County the Trainee's Reimbursement Obligation through one of the following applicable methods:

- 4.1.2.1. If the amount of the Trainee's Reimbursement Obligation is \$3,999.99 or less, then the Trainee shall pay Davis County the Trainee's Reimbursement Obligation in 24 equal monthly installment payments, plus interest at 8% per annum on the Trainee's Reimbursement Obligation commencing 60 days from the date that the Trainee's employment with Davis County is terminated (Under this method, the first monthly installment payment shall be paid by the Trainee to Davis County within 60 days of the date that the Trainee's employment with Davis County is terminated, and the Trainee shall continue to make the remaining 23 monthly installment payments to Davis County on or before the same day of each subsequent month until the Trainee's Reimbursement Obligation is fully satisfied);

- 4.1.2.2. If the amount of the Trainee's Reimbursement Obligation is \$4,000.00 or greater, but less than \$8,000.00, then the Trainee shall pay Davis County the Trainee's Reimbursement Obligation in 36 equal monthly installment payments, plus interest at 8% per annum on the Trainee's Reimbursement Obligation commencing 60 days from the date that the Trainee's employment with Davis County is terminated (Under this method, the first monthly installment payment shall be paid by the Trainee to Davis County within 60 days of the date that the Trainee's employment with Davis County is terminated, and the Trainee shall continue to make the remaining 35 monthly installment payments to Davis County on or before the same day of each subsequent month until the Trainee's Reimbursement Obligation is fully satisfied);

- 4.1.2.3. If the amount of the Trainee's Reimbursement Obligation is \$8,000.00 or greater, but less than \$12,000.00, then the Trainee shall pay Davis County the Trainee's Reimbursement Obligation in 48 equal monthly installment payments, plus interest at 8% per annum on the Trainee's Reimbursement Obligation commencing 60 days from the date that the Trainee's employment with Davis County is terminated (Under this method, the first monthly installment payment shall be paid by the Trainee to Davis County within 60 days of the date that the Trainee's employment with Davis County is terminated, and the Trainee shall continue to make the remaining 47 monthly installment payments to Davis County

on or before the same day of each subsequent month until the Trainee's Reimbursement Obligation is fully satisfied); or

- 4.1.2.4. If the amount of the Trainee's Reimbursement Obligation is \$12,000.00 or greater, then the Trainee shall pay Davis County the Trainee's Reimbursement Obligation in 60 equal monthly installment payments, plus interest at 8% per annum on the Trainee's Reimbursement Obligation commencing 60 days from the date that the Trainee's employment with Davis County is terminated (Under this method, the first monthly installment payment shall be paid by the Trainee to Davis County within 60 days of the date that the Trainee's employment with Davis County is terminated, and the Trainee shall continue to make the remaining 59 monthly installment payments to Davis County on or before the same day of each subsequent month until the Trainee's Reimbursement Obligation is fully satisfied).

- 4.2. The Trainee may prepay all or any portion of the Trainee's Reimbursement Obligation to Davis County without penalty.
- 4.3. If the Trainee fails to timely pay Davis County as required by this agreement, then the Trainee shall have 30 days to cure the Trainee's failure to timely pay Davis County. If the Trainee fails both to timely pay Davis County and to cure the Trainee's failure to timely pay Davis County within the 30-day cure period, then the Trainee will be in default under this agreement. Upon default under this agreement, Davis County may declare the entire Trainee's Reimbursement Obligation immediately due, payable, and collectible, regardless of maturity, and, in that event, the entire Trainee's Reimbursement Obligation shall become immediately due, payable, and collectible; and thereupon Davis County may exercise all rights and remedies granted hereunder, at law, in equity, or otherwise, with or without notice to the Trainee. The Trainee is responsible to Davis County for any costs of enforcement or collection regarding this agreement, including reasonable attorneys' fees and court costs.
- 4.4. The Trainee agrees and authorizes Davis County to offset, in part or in full, the Trainee's Reimbursement Obligation against any sums of money that Davis County may otherwise be required to pay the Trainee upon the Trainee's termination. One example of this is that a portion of the Trainee's Reimbursement Obligation may be deducted from an accrued leave payout in the Trainee's final paycheck.

The provisions of this section will survive the expiration or early termination of this agreement.

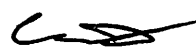
5. **Employment and Davis County's Policies and Procedures.** This agreement does not constitute an agreement for employment between the Trainee and Davis County. This agreement does not impact the validity of Davis County's ordinances, policies, procedures or otherwise.
6. **Effectiveness; Date; Termination.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This agreement will terminate on the date that the parties have satisfied each of their respective duties under this agreement, unless terminated earlier pursuant to Section 7 of this agreement.
7. **Early Termination.**
 - 7.1. Davis County may terminate this agreement if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Trainee. This termination will be effective at the time that Davis County mails or hand delivers written notice of termination of this agreement under this subsection to the Trainee.
 - 7.2. Davis County may terminate this agreement for any reason, which termination will be effective at the time that Davis County mails or hand delivers written notice of termination of this agreement under this subsection to the Trainee.
8. **Miscellaneous.**
 - 8.1. This agreement may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this agreement that is in violation of this subsection is void.
 - 8.2. A right, remedy, power, privilege or otherwise under this agreement is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
 - 8.3. This agreement constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this agreement.
 - 8.4. This agreement may only be amended by a written instrument that is signed by authorized representatives of the parties. Any purported amendment of this agreement that is in violation of this subsection is void.
 - 8.5. This agreement is governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Any legal suit, action, or proceeding arising out of or related to this agreement must be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in

each case located in Salt Lake City, Utah, and each party irrevocably submits to the exclusive jurisdiction of such Utah courts in any such suit, action, or proceeding.

- 8.6. If a court located in Salt Lake City, Utah, finds that one or more sections, subsections, sentences, or parts of a sentence of this agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this agreement that are not found by a court located in Salt Lake City, Utah to be prohibited or unenforceable, shall remain in full force and effect.
- 8.7. If the parties sign this agreement in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one agreement. If one or more of the parties digitally sign this agreement or if one or more of the parties electronically transmit this agreement with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

The provisions of this section will survive the expiration or early termination of this agreement.

IN WITNESS WHEREOF, the parties have each caused this agreement to be executed on the dates indicated below.

DAVIS COUNTY _____ Bob J Stevenson, Chair Board of Davis County Commissioners Dated: _____ ATTEST: _____ Brian McKenzie Davis County Clerk Dated: _____ DAVIS COUNTY SHERIFF'S OFFICE  _____ Kelly V. Sparks Davis County Sheriff Dated: <u>July 23 2026</u>	CHRISTOPHER JASON DELANCEY  _____ Christopher Jason Delancey Dated: <u>7.23.26</u>
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Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Sheriff's Office
Presenter: Arnold Butcher, Chief Deputy
Agenda Item: Approval for Training Reimbursement Agreement between Jakob Bradford Harmon and Davis County for Special Functions Training and Basic Corrections Training with Jakob Bradford Harmon as the Trainee

Vendor/Customer Name: Jakob Bradford Harmon	Purchase Type: N/A	Procurement Method: N/A
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Financial Information:

- Type: Payable
- Amount: \$18,594.00

Terms:

- Beginning Date: Effective when all parties have signed this agreement
- Ending Date: When all parties have satisfied each of their respective duties under the agreement

Additional Financial Terms:

- GL Account Number: 1020230-510110
- Davis County Match: N/A
- Additional Financial Information: This is a payable and will become a receivable if at any time they default on the agreement.

Attachments:

1. Harmon_Jakob B_Training Reimbursement Agmt

2026-759

Submitted by: Susan Williams, Office Manager II
Requested meeting date: 8/4/2026



Training Reimbursement Agreement (Special Functions Training and Basic Corrections Training)

This agreement is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah, and **Jakob Bradford Harmon** (the “Trainee”).

WHEREAS, the Davis County Sheriff (the “Sheriff”) may perform specialized investigations, service of legal process, security functions, or specialized ordinance, rule, or regulatory functions through sworn and certified special function officers;

WHEREAS, the Sheriff, with the consent of the Davis County Legislative Body, generally hires individuals to assist the Sheriff in fulfilling special function officer services who have satisfactorily completed special functions training required by the Davis County Sheriff’s Office (the “Sheriff’s Office”) and who are sworn and certified special function officers under Section 53-13-105 of the Utah Code; and

WHEREAS, the Sheriff is required under Utah law to “take charge of and keep the county jail and the jail prisoners”; and

WHEREAS, the Sheriff, with the consent of the Davis County Legislative Body, generally hires individuals to assist the Sheriff in fulfilling the requirements set forth in the recital directly above who have satisfactorily completed a basic training program for correctional officers and other specialized training required by the Davis County Sheriff’s Office (the “Sheriff’s Office”) and who are sworn and certified correctional officers under Section 53-13-104 of the Utah Code; and

WHEREAS, in circumstances where it is difficult for the Sheriff to hire previously trained, sworn and certified special function officers or correctional officers, the Sheriff may hire an untrained, unsworn and uncertified individual as a special function officer or correctional officer and have Davis County pay for some or all the trainee’s wages and benefits for the period that the trainee participates in the required training for special function officers or correctional officers as well as some or all of the training costs applicable to the trainee to become a sworn and certified special function officer or correctional officer; and

WHEREAS, the Trainee desires for Davis County to pay the Trainee’s wages and benefits for the period that the Trainee participates in the required training for special function officers and correctional officers as well as the training costs applicable to the Trainee under the terms and conditions of this agreement; and

WHEREAS, Davis County is willing to pay the Trainee’s wages and benefits for the period that the Trainee participates in the required training for special function officers and correctional officers as well as the training costs applicable to the Trainee under the terms and conditions of this agreement.

The parties therefore agree as follows:

- 1. Payment of the Trainee’s Wages, Benefits and Training Costs.** Davis County will pay the Trainee’s wages and benefits, consistent with Davis County’s ordinances, policies and procedures, for the period that the Trainee participates in the required special functions training and basic corrections training, which amounts are estimated in the table directly below. Davis County will also pay the training costs applicable to the Trainee’s required special functions training and basic corrections training, which amount is estimated in the table directly below.

<u>Cost Description</u>	<u>Amount</u>
Estimated Trainee’s wages for the applicable training and training period	\$12,844.00
Estimated Trainee’s benefits for the applicable training and training period	\$5,000.00
Estimated training costs for the applicable training and training period	\$750.00
Total Amount:	\$18,594.00

2. Minimum Service Period.

- 2.1. The parties acknowledge, understand and agree that the wages, benefits and training costs paid to or on behalf of the Trainee by Davis County under this agreement are:
 - 2.1.1. Significant monetary contributions benefitting the Trainee; and
 - 2.1.2. Valuable assets to the Trainee, which, among other things, enhance the Trainee’s opportunities to obtain employment with other prospective law enforcement, corrections, security or other related agencies or employers.

- 2.2. The parties acknowledge, understand and agree that Davis County would not agree to pay the Trainee the wages, benefits and training costs set forth in Section 1 of this agreement without the Trainee's agreement to satisfy the Minimum Service Period set forth in Subsection 2.3 of this agreement.
- 2.3. The Trainee agrees to remain employed by Davis County as a Davis County Deputy Sheriff for a minimum service period of either two years of full-time employment or 4,160 worked hours, whichever occurs later, from the Trainee's date of hire with Davis County (the "Minimum Service Period"). The Trainee makes this Minimum Service Period commitment in exchange of and as consideration for Davis County's payment of wages, benefits and training costs identified in Section 1 of this agreement either to or for the benefit of the Trainee. If the Trainee's employment status changes from full-time to part-time before the Minimum Service Period is satisfied, then the Trainee shall continue to work for Davis County as a Davis County Deputy Sheriff until the Trainee has worked at least 4,160 hours from the Trainee's date of hire with Davis County. If the Trainee fails to work at least two days each month during the Minimum Service Period, then Davis County may terminate the Trainee's employment with Davis County.

The provisions of this section will survive the expiration or early termination of this agreement.

3. **Reimbursement.** If the Trainee's employment with Davis County is terminated, for any reason, by the Trainee, Davis County, or otherwise before the Minimum Service Period is satisfied, then the Trainee agrees to reimburse Davis County for the wages, benefits and training costs identified in Section 1 of this agreement on a prorated basis corresponding to the remaining unworked hours required to satisfy the Minimum Service Period (referred to herein as the "Trainee's Reimbursement Obligation"). For example, if the Trainee works 3,000 hours of the required 4,160 hours to satisfy the Minimum Service Period, then the Trainee agrees to reimburse Davis County 27.88% of the wages, benefits and training costs that Davis County paid to or on behalf of the Trainee. Notwithstanding any other provision of this agreement to the contrary, if the Trainee's employment as a Davis County Deputy Sheriff is terminated early due to a reduction in force by Davis County, then Davis County agrees that the Trainee need not reimburse Davis County for the wages, benefits and training costs identified in Section 1 of this agreement. The provisions of this section will survive the expiration or early termination of this agreement.

4. **Satisfaction of the Trainee's Reimbursement Obligation.**

- 4.1. The Trainee may satisfy the Trainee's Reimbursement Obligation under this agreement by any of the following methods:

4.1.1. By paying Davis County the Trainee's Reimbursement Obligation within 60 days of the date that the Trainee's employment with Davis County is terminated; or

4.1.2. By paying Davis County the Trainee's Reimbursement Obligation through one of the following applicable methods:

4.1.2.1. If the amount of the Trainee's Reimbursement Obligation is \$3,999.99 or less, then the Trainee shall pay Davis County the Trainee's Reimbursement Obligation in 24 equal monthly installment payments, plus interest at 8% per annum on the Trainee's Reimbursement Obligation commencing 60 days from the date that the Trainee's employment with Davis County is terminated (Under this method, the first monthly installment payment shall be paid by the Trainee to Davis County within 60 days of the date that the Trainee's employment with Davis County is terminated, and the Trainee shall continue to make the remaining 23 monthly installment payments to Davis County on or before the same day of each subsequent month until the Trainee's Reimbursement Obligation is fully satisfied);

4.1.2.2. If the amount of the Trainee's Reimbursement Obligation is \$4,000.00 or greater, but less than \$8,000.00, then the Trainee shall pay Davis County the Trainee's Reimbursement Obligation in 36 equal monthly installment payments, plus interest at 8% per annum on the Trainee's Reimbursement Obligation commencing 60 days from the date that the Trainee's employment with Davis County is terminated (Under this method, the first monthly installment payment shall be paid by the Trainee to Davis County within 60 days of the date that the Trainee's employment with Davis County is terminated, and the Trainee shall continue to make the remaining 35 monthly installment payments to Davis County on or before the same day of each subsequent month until the Trainee's Reimbursement Obligation is fully satisfied);

4.1.2.3. If the amount of the Trainee's Reimbursement Obligation is \$8,000.00 or greater, but less than \$12,000.00, then the Trainee shall pay Davis County the Trainee's Reimbursement Obligation in 48 equal monthly installment payments, plus interest at 8% per annum on the Trainee's Reimbursement Obligation commencing 60 days from the date that the Trainee's employment with Davis County is terminated (Under this method, the first monthly installment payment shall be paid by the Trainee to Davis County within 60 days of the date that the Trainee's employment with Davis County is terminated, and the Trainee shall continue to make the remaining 47 monthly installment payments to Davis County

on or before the same day of each subsequent month until the Trainee's Reimbursement Obligation is fully satisfied); or

- 4.1.2.4. If the amount of the Trainee's Reimbursement Obligation is \$12,000.00 or greater, then the Trainee shall pay Davis County the Trainee's Reimbursement Obligation in 60 equal monthly installment payments, plus interest at 8% per annum on the Trainee's Reimbursement Obligation commencing 60 days from the date that the Trainee's employment with Davis County is terminated (Under this method, the first monthly installment payment shall be paid by the Trainee to Davis County within 60 days of the date that the Trainee's employment with Davis County is terminated, and the Trainee shall continue to make the remaining 59 monthly installment payments to Davis County on or before the same day of each subsequent month until the Trainee's Reimbursement Obligation is fully satisfied).

- 4.2. The Trainee may prepay all or any portion of the Trainee's Reimbursement Obligation to Davis County without penalty.
- 4.3. If the Trainee fails to timely pay Davis County as required by this agreement, then the Trainee shall have 30 days to cure the Trainee's failure to timely pay Davis County. If the Trainee fails both to timely pay Davis County and to cure the Trainee's failure to timely pay Davis County within the 30-day cure period, then the Trainee will be in default under this agreement. Upon default under this agreement, Davis County may declare the entire Trainee's Reimbursement Obligation immediately due, payable, and collectible, regardless of maturity, and, in that event, the entire Trainee's Reimbursement Obligation shall become immediately due, payable, and collectible; and thereupon Davis County may exercise all rights and remedies granted hereunder, at law, in equity, or otherwise, with or without notice to the Trainee. The Trainee is responsible to Davis County for any costs of enforcement or collection regarding this agreement, including reasonable attorneys' fees and court costs.
- 4.4. The Trainee agrees and authorizes Davis County to offset, in part or in full, the Trainee's Reimbursement Obligation against any sums of money that Davis County may otherwise be required to pay the Trainee upon the Trainee's termination. One example of this is that a portion of the Trainee's Reimbursement Obligation may be deducted from an accrued leave payout in the Trainee's final paycheck.

The provisions of this section will survive the expiration or early termination of this agreement.

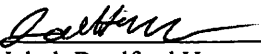
5. **Employment and Davis County's Policies and Procedures.** This agreement does not constitute an agreement for employment between the Trainee and Davis County. This agreement does not impact the validity of Davis County's ordinances, policies, procedures or otherwise.
6. **Effectiveness; Date; Termination.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This agreement will terminate on the date that the parties have satisfied each of their respective duties under this agreement, unless terminated earlier pursuant to Section 7 of this agreement.
7. **Early Termination.**
- 7.1. Davis County may terminate this agreement if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Trainee. This termination will be effective at the time that Davis County mails or hand delivers written notice of termination of this agreement under this subsection to the Trainee.
- 7.2. Davis County may terminate this agreement for any reason, which termination will be effective at the time that Davis County mails or hand delivers written notice of termination of this agreement under this subsection to the Trainee.
8. **Miscellaneous.**
- 8.1. This agreement may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this agreement that is in violation of this subsection is void.
- 8.2. A right, remedy, power, privilege or otherwise under this agreement is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
- 8.3. This agreement constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this agreement.
- 8.4. This agreement may only be amended by a written instrument that is signed by authorized representatives of the parties. Any purported amendment of this agreement that is in violation of this subsection is void.
- 8.5. This agreement is governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Any legal suit, action, or proceeding arising out of or related to this agreement must be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in

each case located in Salt Lake City, Utah, and each party irrevocably submits to the exclusive jurisdiction of such Utah courts in any such suit, action, or proceeding.

- 8.6. If a court located in Salt Lake City, Utah, finds that one or more sections, subsections, sentences, or parts of a sentence of this agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this agreement that are not found by a court located in Salt Lake City, Utah to be prohibited or unenforceable, shall remain in full force and effect.
- 8.7. If the parties sign this agreement in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one agreement. If one or more of the parties digitally sign this agreement or if one or more of the parties electronically transmit this agreement with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

The provisions of this section will survive the expiration or early termination of this agreement.

IN WITNESS WHEREOF, the parties have each caused this agreement to be executed on the dates indicated below.

DAVIS COUNTY Bob J Stevenson, Chair Board of Davis County Commissioners Dated: _____ ATTEST: Brian McKenzie Davis County Clerk Dated: _____ DAVIS COUNTY SHERIFF'S OFFICE  _____ Kelly V. Sparks Davis County Sheriff Dated: <u>7-20-2026</u>	JAKOB BRADFORD HARMON  _____ Jakob Bradford Harmon Dated: <u>7-17-26</u>
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Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Tax Administration
Presenter: Scott Parke, County Controller
Agenda Item: Property Tax Register 08-04-2026

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information:

- Type: Payable | Receivable | Pass-Through
- Amount: \$

Terms:

- Beginning Date: MM/DD/YYYY
- Ending Date: MM/DD/YYYY

Additional Financial Terms:

- GL Account Number:
- Davis County Match: Yes | No | N/A
- Additional Financial Information:

Attachments:

1. Property Tax Register Cover Sheet - 08-04-2026

2026-31

Submitted by: Aaron Moyes
Requested meeting date: 8/4/2026

DAVIS COUNTY BOARD OF EQUALIZATION
PROPERTY TAX REGISTER COVER SHEET
Register Date: August 04, 2026

Auditor's Adjustments:

Tax Exempt Requests:

Totals	0	\$	-	See Report for Details
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Appeals:

Appeals Approved Report	See Report for Details on Appeals
Appeals Hearing Recommendation	See Report for Details on Appeals

Totals	0	\$	-
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Abatements

Abatements "Late after Sept. 2nd"	
Abatements Deny Report	\$ -
Totals	2 \$ -

Corrections:

Totals	9	\$	18,972.29
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Assessor's Adjustments:

Assessor's Value Corrections:

Totals	0
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Personal Property Penalty Waivers:

Total	0	\$	-
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Escapements:

Total	0	\$	-
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Corrections:

Board of Equalization Corrections	Value Changes for Appeals & Assessor Initiated Corrections & Exempt Changes
Totals	5 \$ 225,666

Greenbelt:

DAVIS COUNTY BOARD OF EQUALIZATION

PROPERTY TAX REGISTER

Register Date: August 04, 2026

Auditor's Adjustments:

Tax Exempt Requests:

Totals	0	\$	-	
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Appeals:

Approved Report for Late Appeal

See Report for Details

Totals	0	\$	-	
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Abatements

Abatements Deny Report

Various

\$ -

See Report for Various Details

Totals	2	\$	-	
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Corrections:

Roberts, Paul D & Jennifer B	02-023-0068	\$	3,271.81	Abate Taxes Veteran Exemption - 2025
RRR Ranch LLC	08-078-0040	\$	2,132.83	Assessor Correction found - 2025
Hummer, David George & Ellen Marie	09-066-0429	\$	1,987.79	Abate Taxes Veteran Exemption - 2025
Crum, Terry & Knight-Crum, Elizabeth R	09-135-0757	\$	2,457.49	Abate Taxes Veteran Exemption - 2025
Cooke, Jeremy J	09-362-0016	\$	2,829.52	Abate Taxes Veteran Exemption - 2025
Johnson, Linda C & Ferron E	12-064-0002	\$	540.66	Abate Taxes Veteran Exemption - 2025
Smith, Adrienne L and Gurr, David J	12-385-0046	\$	823.64	Abate Taxes Veteran Exemption - 2025
Martinez-Pagan, Angel F and Martinez, Be	12-540-0111	\$	2,328.31	Abate Taxes Veteran Exemption - 2025
Paice, Rosella H & Lamar B	14-100-0012	\$	2,600.24	Abate Taxes Veteran Exemption - 2025
Totals	9	\$	18,972.29	

Assessor's Adjustments:

Assessor's Value Corrections:

Totals	0
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Personal Property Penalty Waivers:

Total	0	\$	-
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Escapements:

Total	0	\$	-
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Corrections:

Board of Equalization Corrections	Various	\$	225,666	Value Changes for Appeals & Assessor Initiated Corrections & Exempt Changes
Totals	5	\$	225,666	

Greenbelt:

Adjustments requested by Davis County Tax Administration


Prepared by Tax Administration

Controller is hereby authorized to record, correct or otherwise process the items listed above.

Bob J Stevenson Davis County Commission Chair

Lorene M Kamalu Davis County Commissioner

John V Crofts Davis County Commissioner

I certify the above-listed items were approved by the Board of Equalization.

Scott Parke Davis County Controller/Board of Equalization Clerk

2026 All Abatements: "Status" Qualifications Not met - Deny Abatements

From: 7/3/2026

To: 7/29/2026

Commission Meeting Date: 8/4/2026

Note: Letters sent "Intent to Deny" with opportunity to request County Hearing. **NO Hearings Requested.**

	Applicant Name	Acct #	Property Serial #	Type Abmt	Qualification Not Met	Notes
1	Bremer, Lynda H	12343	14-076-0077	Circuit Breaker	Over the Limit of 44.221	Income for 2025 is: \$57,858.
2	Prueitt, Cynthia M	16106	14-126-0078	Circuit Breaker	Over the Limit of 44.221	Income for 2025 is: \$127,114
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Total Count: 2

Abatements Not Meeting Qualifications from Utah State Code -
Breaker: 59-2a-part 3 - Indigent 59-2a-part 4 (Low Income Tax Relief)

Circuit



MATT BRADY
DAVIS COUNTY TREASURER
61 SOUTH MAIN ST, ROOM 105
P.O. BOX 618
FARMINGTON, UTAH 84025
(801) 451-3243

OFFICE HOURS:
8 a.m. - 5 p.m.
Monday - Friday
HOLIDAY CLOSURES:
Tue. Nov. 11 - Veteran's Day
Thurs. & Fri. Nov. 27, 28
Thanksgiving

2025

Tax Notice

#15074

ROBERTS, PAUL D & JENNIFER B - TRUSTEES
1139 NORTH 300 EAST
CENTERVILLE UT 84014

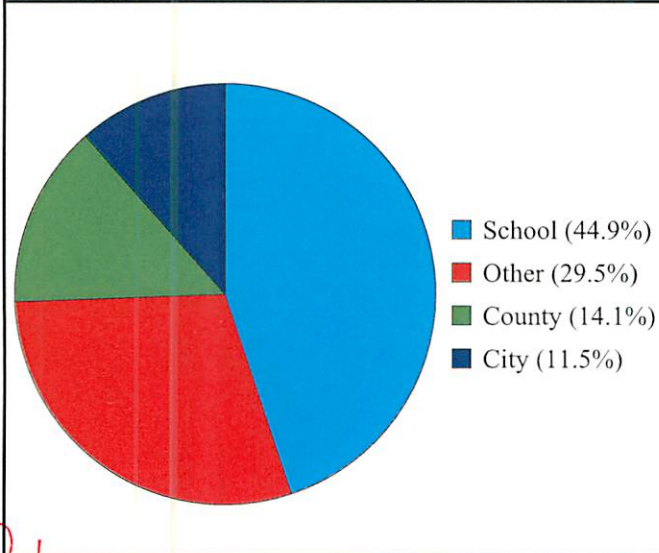
**Taxes are due
December 01, 2025**

Parcel Number: 02-023-0068

Your property tax summary for parcel 02-023-0068 at 1139 N 300 EAST CENTERVILLE
Legal Description (may be partial): ALL OF LOT 68, CHASE LANE ESTATES C. CONT. 0.23 ACRES.

Market Value:	571,000	Total 2025 Taxes:	3,283.08
Taxable Value:	314,050	Other Charges/Credits (see reverse):	0.00
		Payments:	3,283.08
		Please Pay This Amount:	0.00

Where Your Tax Dollars Are Going:



How You Can Pay Your Taxes:

RE: MORTGAGE COMPANY PAYMENTS
DAVIS COUNTY RECORDS INDICATE
PNC BANK
INTENDS TO PAY YOUR PROPERTY TAXES ON
YOUR BEHALF. THIS NOTICE IS SENT TO YOU AS
THE OWNER OF THE PROPERTY FOR INFORMATION
PURPOSES TO DISCLOSE THE TAXING ENTITIES
THAT RECEIVE TAXES FROM THE PROPERTY
TAXES PAID.

1/2 abate taxes 86 = \$3,271.81
60%
Qualifies 2025 VA Exemptions

Late 2025 payments and delinquencies. Payments made after December 01, 2025 must include a penalty of either 2.5% or \$10.00 for each parcel, whichever is larger. If you pay your full 2025 tax bill by February 01, 2026, the penalty is reduced to the greater of 1% or \$10.00. If 2025 taxes are not paid on or before February 01, 2026, interest is charged from January 01, 2026 at the rate defined by Utah State code 59-2-1331.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2026, as required by Utah State code 59-2-303.

Your payment is being mailed to Seattle, WA because our processor closed the Salt Lake City facility and now processes in Seattle, WA.

Parcel number: 02-023-0068 Tax Area: 10 Address: 1139 N 300 EAST CENTERVILLE

Legal Description (may be partial): ALL OF LOT 68, CHASE LANE ESTATES C. CONT. 0.23 ACRES.

Primary Property: Full time residence taxed at 55% of Market Value for first acre of land. Non-Primary property: taxed at 100% of Market Value.

Property tax relief programs. If you are age 67 or older or a widow/widower of any age and your 2024 total household income was less than \$42,623, you may qualify for the Circuit Breaker program. For questions about Veteran with a Disability exemption, Deployed Military Personnel, Blind exemption or Hardship abatement, please call the Davis County Tax Administration at (801) 451-3367.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317, to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Residential Primary	571,000	314,050
Total Property Values	571,000	314,050

TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity	2025 Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	0.003233	1,015.31
STATE BASIC SCHOOL LEVY	0.001379	433.08
STATE CHARTER SCHOOL LEVY	0.000079	24.81
DAVIS COUNTY	0.000774	243.07
COUNTY LIBRARY	0.000222	69.72
DAVIS COUNTY HEALTH & SERVICES	0.000143	44.91
COUNTY ASSESS & COLLECT LEVY	0.000124	38.94
DAVIS COUNTY FLOOD	0.000099	31.09
ANIMAL WELFARE SERVICES	0.000098	30.78
MULTICNTY ASSESS & COLLECT LEVY	0.000014	4.40
CENTERVILLE CITY	0.001200	376.86
SCHOOL DIST GO BOND	0.001615	507.19
SOUTH DAVIS METRO FIRE SERVICE AREA	0.000538	168.96
SOUTH DAVIS SEWER	0.000451	141.64
WEBER BASIN WATER	0.000191	59.98
SOUTH DAVIS RECREATION	0.000123	38.63
MOSQUITO ABATEMENT	0.000093	29.21
SOUTH DAVIS REC BOND	0.000078	24.50
PAYMENTS		-3,283.08
TOTAL RATE	0.010454	
TOTAL DUE (\$)		0.00

* Balances are calculated with a payoff date of 07/29/2026



MATT BRADY
DAVIS COUNTY TREASURER
61 SOUTH MAIN ST, ROOM 105
P.O. BOX 618
FARMINGTON, UTAH 84025
(801) 451-3243

OFFICE HOURS:

8 a.m. - 5 p.m.

Monday - Friday

HOLIDAY CLOSURES:

Tue. Nov. 11 - Veteran's Day

Thurs. & Fri. Nov. 27, 28

Thanksgiving

2025

Tax Notice

RRR RANCH LLC
C/O RANDY RIGBY
245 SOUTH COBBLECREEK RD
FARMINGTON UT 84025

Taxes are due
December 01, 2025

Parcel Number: **08-078-0040**

Your property tax summary for parcel 08-078-0040 at Legal Description (may be partial): A TRACT OF LAND IN FEE BEING ALL OF AN ENTIRE TRACT OF PPTY SIT IN THE NE 1/4 NE			
Market Value:	241,080	Total 2025 Taxes:	2,369.82
Taxable Value:	241,080	Other Charges/Credits (see reverse):	-181.79
		Payments:	2,188.03
		Please Pay This Amount:	0.00

Where Your Tax Dollars Are Going:	How You Can Pay Your Taxes:
- School (47.7%) - Other (21.6%) - City (15.6%) - County (15.0%)	<u>On-Line:</u> Go to www.daviscountyutah.gov/treasurer You must enter your parcel number Electronic check: NO FEE Credit or Debit Card: 2.50% OR minimum of \$1.55 <u>Mail:</u> Use the enclosed return envelope. MUST BE POSTMARKED ON OR BEFORE December 01, 2025 <u>Phone/IVR:</u> Call (877) 690-3729 Enter Jurisdiction Code 5450 You must enter your parcel number Electronic check: NO FEE Credit or Debit Card: 2.50% OR minimum of \$1.55 <u>Our office:</u> Davis County Treasurer 61 South Main St, Room 105 Farmington, Utah 84025

Please abate taxes on \$ 2,132.83

An Error was discovered resulting in this Market Value
Change. Based on Size & Utility.
\$241,000 to. 24.108.

Late 2025 payments and delinquencies. Payments made after December 01, 2025 must include a penalty of either 2.5% or \$10.00 for each parcel, whichever is larger. If you pay your full 2025 tax bill by February 01, 2026, the penalty is reduced to the greater of 1% or \$10.00. If 2025 taxes are not paid on or before February 01, 2026, interest is charged from January 01, 2026 at the rate defined by Utah State code 59-2-1331.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2026, as required by Utah State code 59-2-303.

Your payment is being mailed to Seattle, WA because our processor closed the Salt Lake City facility and now processes in Seattle, WA.

Parcel number: 08-078-0040 Tax Area: 23 Address:

Legal Description (may be partial): A TRACT OF LAND IN FEE BEING ALL OF AN ENTIRE TRACT OF PPTY SIT IN THE NE 1/4 NE

Primary Property: Full time residence taxed at 55% of Market Value for first acre of land. Non-Primary property: taxed at 100% of Market Value.

Property tax relief programs. If you are age 67 or older or a widow/widower of any age and your 2024 total household income was less than \$42,623, you may qualify for the Circuit Breaker program. For questions about Veteran with a Disability exemption, Deployed Military Personnel, Blind exemption or Hardship abatement, please call the Davis County Tax Administration at (801) 451-3367.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317, to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Property Type	This Year's Market Value	This Year's Taxable Value
Land Residential Secondary	241,080	241,080
Total Property Values	241,080	241,080

TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity	2025 Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	0.003233	779.41
STATE BASIC SCHOOL LEVY	0.001379	332.45
STATE CHARTER SCHOOL LEVY	0.000079	19.05
DAVIS COUNTY	0.000774	186.60
COUNTY LIBRARY	0.000222	53.52
DAVIS COUNTY HEALTH & SERVICES	0.000143	34.47
COUNTY ASSESS & COLLECT LEVY	0.000124	29.89
DAVIS COUNTY FLOOD	0.000099	23.87
ANIMAL WELFARE SERVICES	0.000098	23.63
MULTICNTY ASSESS & COLLECT LEVY	0.000014	3.38
FARMINGTON CITY	0.001537	370.54
SCHOOL DIST GO BOND	0.001615	389.34
WEBER BASIN WATER	0.000191	46.05
FARMINGTON BOND	0.000123	29.65
CENTRAL DAVIS SEWER	0.000106	25.55
MOSQUITO ABATEMENT	0.000093	22.42
Statutory Exempt		-181.79
PAYMENTS		-2,188.03
TOTAL RATE	0.009830	
TOTAL DUE (\$)		0.00

* Balances are calculated with a payoff date of 07/29/2026

Changing Dollar Amount by Taxable Value

Tax Year:	2025	Taxes at Mkt (-)Taxable taxes for Diff	
Parcel:	08-078-0040	\$	2,369.82
Tax Rate	0.00983	-	\$ 236.98
		Diff	\$ 2,132.83
Taxable Value	\$ 241,080		
Taxable Value	\$ 24,108		
Taxes:	\$ 236.98		



Davis County Assessor

Andrew Hansen

Davis County - P.O. Box 618 - Farmington, Utah 84025

Chief Deputy Assessor: DeeDee Kimber

Telephone: (801) 451-3113 - Fax: (801) 451-3134

www.daviscountyutah.gov/assessor

Memo

To: Scott Parke, Davis County Controller
From: Andrew Hansen, Davis County Assessor
Date: 07/22/2026

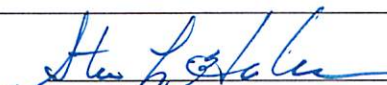
Re: Tax Roll Correction to parcel Parcel 08-078-0040

In review of ²⁰²⁵2026 market values, an error was discovered resulting in the following market value change:

Lnd # / Bld #	Abstrt Code	Original Market Value	Original Taxable Value	Recommend Market Value	Recommend Taxable Value	Adjustment Market Value	Adjustment Taxable Value	Tax Year
13064143	LRS	\$241,080	\$241,080	\$24,108	\$24,108	-\$216,972	-\$216,972	2025
Totals		\$241,080	\$241,080	\$24,108	\$24,108	-\$216,972	-\$216,972	

For tax year 2025: Reduction in land value based on size and utility.

Submitted by:


Steve L. Hales, SRA Initial

Approved by:



CONNECTS. YOU.



MATT BRADY
DAVIS COUNTY TREASURER
61 SOUTH MAIN ST, ROOM 105
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Thurs. & Fri. Nov. 27, 28

Thanksgiving

2025

Tax Notice

HUMMER, DAVID GEORGE & ELLEN MARIE - TRU
2558 NORTH 2450 EAST
LAYTON UT 84040

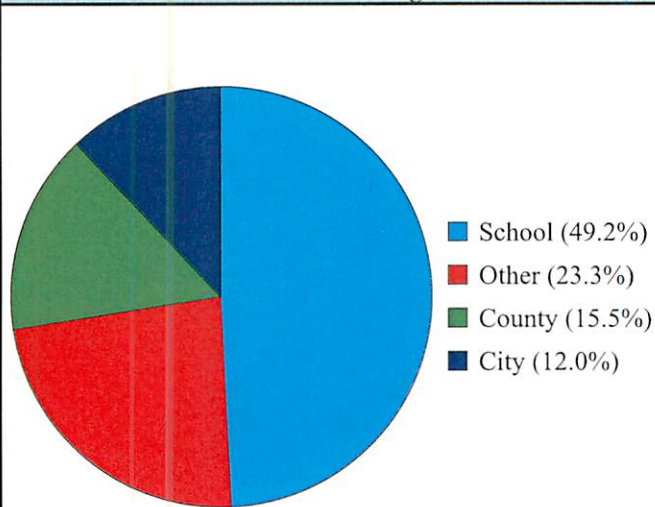
Taxes are due
December 01, 2025

Parcel Number: **09-066-0429**

Your property tax summary for parcel 09-066-0429 at 2558 N 2450 EAST LAYTON
Legal Description (may be partial): ALL OF LOT 429, OAK FOREST NO 6. CONT. 0.35 ACRES.

Market Value:	665,000	Total 2025 Taxes:	3,484.50
Taxable Value:	365,750	Other Charges/Credits (see reverse):	267.54
		Payments:	3,752.04
		Please Pay This Amount:	0.00

Where Your Tax Dollars Are Going:



How You Can Pay Your Taxes:

On-Line: Go to www.daviscountyutah.gov/treasurer

You must enter your parcel number

Electronic check: NO FEE

Credit or Debit Card: 2.50% OR minimum of \$1.55

Mail: Use the enclosed return envelope. **MUST BE POSTMARKED ON OR BEFORE December 01, 2025**

Phone/IVR: Call (877) 690-3729 Enter Jurisdiction Code 5450

You must enter your parcel number

Electronic check: NO FEE

Credit or Debit Card: 2.50% OR minimum of \$1.55

Our office: Davis County Treasurer

61 South Main St, Room 105

Farmington, Utah 84025

P/s abate taxes 40% = \$1,987⁷⁹
Qualifies 2025 VA Exemptions

Late 2025 payments and delinquencies. Payments made after December 01, 2025 must include a penalty of either 2.5% or \$10.00 for each parcel, whichever is larger. If you pay your full 2025 tax bill by February 01, 2026, the penalty is reduced to the greater of 1% or \$10.00. If 2025 taxes are not paid on or before February 01, 2026, interest is charged from January 01, 2026 at the rate defined by Utah State code 59-2-1331.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2026, as required by Utah State code 59-2-303.

Your payment is being mailed to Seattle, WA because our processor closed the Salt Lake City facility and now processes in Seattle, WA.

Parcel number: 09-066-0429 Tax Area: 39 Address: 2558 N 2450 EAST LAYTON

Legal Description (may be partial): ALL OF LOT 429, OAK FOREST NO 6. CONT. 0.35 ACRES.

Primary Property: Full time residence taxed at 55% of Market Value for first acre of land. Non-Primary property: taxed at 100% of Market Value.

Property tax relief programs. If you are age 67 or older or a widow/widower of any age and your 2024 total household income was less than \$42,623, you may qualify for the Circuit Breaker program. For questions about Veteran with a Disability exemption, Deployed Military Personnel, Blind exemption or Hardship abatement, please call the Davis County Tax Administration at (801) 451-3367.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317, to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Residential Primary	665,000	365,750
Total Property Values	665,000	365,750

TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity	2025 Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	0.003233	1,182.48
STATE BASIC SCHOOL LEVY	0.001379	504.37
STATE CHARTER SCHOOL LEVY	0.000079	28.89
DAVIS COUNTY	0.000774	283.09
COUNTY LIBRARY	0.000222	81.20
DAVIS COUNTY HEALTH & SERVICES	0.000143	52.30
COUNTY ASSESS & COLLECT LEVY	0.000124	45.35
DAVIS COUNTY FLOOD	0.000099	36.21
ANIMAL WELFARE SERVICES	0.000098	35.84
MULTICNTY ASSESS & COLLECT LEVY	0.000014	5.12
LAYTON CITY	0.001143	418.05
SCHOOL DIST GO BOND	0.001615	590.69
NORTH DAVIS SEWER	0.000320	117.04
WEBER BASIN WATER	0.000191	69.86
MOSQUITO ABATEMENT	0.000093	34.01
WEBER BASIN WTR CHRG		267.54
PAYMENTS		-3,752.04
TOTAL RATE	0.009527	
TOTAL DUE (\$)		0.00

* Balances are calculated with a payoff date of 07/27/2026



MATT BRADY
DAVIS COUNTY TREASURER
61 SOUTH MAIN ST, ROOM 105
P.O. BOX 618
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HOLIDAY CLOSURES:

Tue. Nov. 11 - Veteran's Day
Thurs. & Fri. Nov. 27, 28
Thanksgiving

2025

Tax Notice

16772

CRUM, TERRY AND KNIGHT-CRUM, ELIZABETH R
2031 EAST SUNSET DR
LAYTON UT 84040

Taxes are due
December 01, 2025

Parcel Number: 09-135-0757

Your property tax summary for parcel 09-135-0757 at 2031 E 2400 NORTH LAYTON Legal Description (may be partial): ALL OF LOT 757, OAK FOREST SUB NO 15 PLAT B. CONT. 0.19 ACRES.			
Market Value:	469,000	Total 2025 Taxes:	2,457.49
Taxable Value:	257,950	Other Charges/Credits (see reverse):	183.02
		Payments:	2,640.51
		Please Pay This Amount:	0.00

Where Your Tax Dollars Are Going:	How You Can Pay Your Taxes:
■ School (49.2%) ■ Other (23.3%) ■ County (15.5%) ■ City (12.0%)	RE: MORTGAGE COMPANY PAYMENTS DAVIS COUNTY RECORDS INDICATE PHH MORTGAGE INTENDS TO PAY YOUR PROPERTY TAXES ON YOUR BEHALF. THIS NOTICE IS SENT TO YOU AS THE OWNER OF THE PROPERTY FOR INFORMATION PURPOSES TO DISCLOSE THE TAXING ENTITIES THAT RECEIVE TAXES FROM THE PROPERTY TAXES PAID.

P/S abate taxes 60% = \$ 2,457.49
Qualifies 2025 VA Exemptions

Late 2025 payments and delinquencies. Payments made after December 01, 2025 must include a penalty of either 2.5% or \$10.00 for each parcel, whichever is larger. If you pay your full 2025 tax bill by February 01, 2026, the penalty is reduced to the greater of 1% or \$10.00. If 2025 taxes are not paid on or before February 01, 2026, interest is charged from January 01, 2026 at the rate defined by Utah State code 59-2-1331.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2026, as required by Utah State code 59-2-303.

Your payment is being mailed to Seattle, WA because our processor closed the Salt Lake City facility and now processes in Seattle, WA.

Parcel number: 09-135-0757 Tax Area: 39 Address: 2031 E 2400 NORTH LAYTON

Legal Description (may be partial): ALL OF LOT 757, OAK FOREST SUB NO 15 PLAT B, CONT. 0.19 ACRES.

Primary Property: Full time residence taxed at 55% of Market Value for first acre of land. Non-Primary property: taxed at 100% of Market Value.

Property tax relief programs. If you are age 67 or older or a widow/widower of any age and your 2024 total household income was less than \$42,623, you may qualify for the Circuit Breaker program. For questions about Veteran with a Disability exemption, Deployed Military Personnel, Blind exemption or Hardship abatement, please call the Davis County Tax Administration at (801) 451-3367.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317, to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Residential Primary	469,000	257,950
Total Property Values	469,000	257,950
TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity	2025 Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	0.003233	833.95
STATE BASIC SCHOOL LEVY	0.001379	355.71
STATE CHARTER SCHOOL LEVY	0.000079	20.38
DAVIS COUNTY	0.000774	199.65
COUNTY LIBRARY	0.000222	57.26
DAVIS COUNTY HEALTH & SERVICES	0.000143	36.89
COUNTY ASSESS & COLLECT LEVY	0.000124	31.99
DAVIS COUNTY FLOOD	0.000099	25.54
ANIMAL WELFARE SERVICES	0.000098	25.28
MULTICNTY ASSESS & COLLECT LEVY	0.000014	3.61
LAYTON CITY	0.001143	294.84
SCHOOL DIST GO BOND	0.001615	416.59
NORTH DAVIS SEWER	0.000320	82.54
WEBER BASIN WATER	0.000191	49.27
MOSQUITO ABATEMENT	0.000093	23.99
WEBER BASIN WTR CHRГ		183.02
PAYMENTS		-2,640.51
TOTAL RATE	0.009527	
TOTAL DUE (\$)		0.00

* Balances are calculated with a payoff date of 07/29/2026



MATT BRADY
DAVIS COUNTY TREASURER
61 SOUTH MAIN ST, ROOM 105
P.O. BOX 618
FARMINGTON, UTAH 84025
(801) 451-3243

OFFICE HOURS:

8 a.m. - 5 p.m.
Monday - Friday

HOLIDAY CLOSURES:

Tue. Nov. 11 - Veteran's Day
Thurs. & Fri. Nov. 27, 28
Thanksgiving

2025

Tax Notice

#16765

COOKE, JEREMY J
988 EAST MOUNTAIN SHADOW DR
LAYTON UT 84040

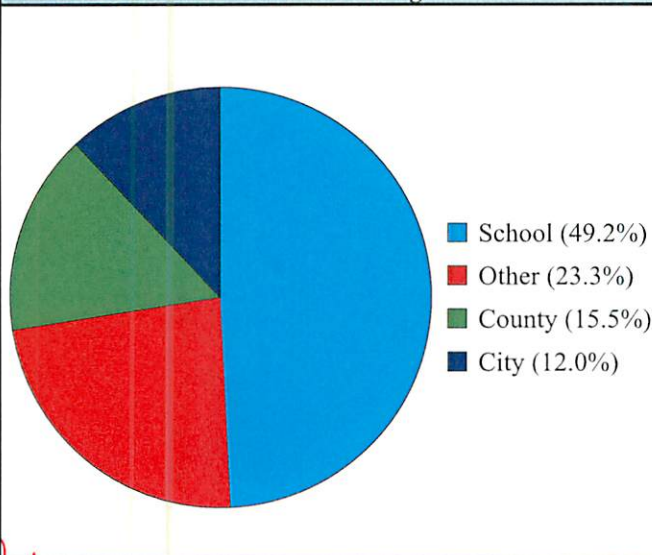
Taxes are due
December 01, 2025

Parcel Number: **09-362-0016**

Your property tax summary for parcel 09-362-0016 at 988 E MOUNTAIN SHADOW DR LAYTON
Legal Description (may be partial): ALL OF LOT 16, LOVE ESTATES SUBDIVISION, CONT. 0.18000 ACRES.

Market Value:	540,000	Total 2025 Taxes:	2,829.52
Taxable Value:	297,000	Other Charges/Credits (see reverse):	157.66
		Payments:	2,987.18
		Please Pay This Amount:	0.00

Where Your Tax Dollars Are Going:



How You Can Pay Your Taxes:

RE: MORTGAGE COMPANY PAYMENTS
DAVIS COUNTY RECORDS INDICATE
FREEDOM MORTGAGE
INTENDS TO PAY YOUR PROPERTY TAXES ON
YOUR BEHALF. THIS NOTICE IS SENT TO YOU AS
THE OWNER OF THE PROPERTY FOR INFORMATION
PURPOSES TO DISCLOSE THE TAXING ENTITIES
THAT RECEIVE TAXES FROM THE PROPERTY
TAXES PAID.

P/s abate taxes of = \$ 2,829.52
100%
Qualifies 2025 via Exemptions

Late 2025 payments and delinquencies. Payments made after December 01, 2025 must include a penalty of either 2.5% or \$10.00 for each parcel, whichever is larger. If you pay your full 2025 tax bill by February 01, 2026, the penalty is reduced to the greater of 1% or \$10.00. If 2025 taxes are not paid on or before February 01, 2026, interest is charged from January 01, 2026 at the rate defined by Utah State code 59-2-1331.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2026, as required by Utah State code 59-2-303.

Your payment is being mailed to Seattle, WA because our processor closed the Salt Lake City facility and now processes in Seattle, WA.

Parcel number: 09-362-0016 Tax Area: 39 Address: 988 E MOUNTAIN SHADOW DR LAYTON

Legal Description (may be partial): ALL OF LOT 16, LOVE ESTATES SUBDIVISION. CONT. 0.18000 ACRES.

Primary Property: Full time residence taxed at 55% of Market Value for first acre of land. Non-Primary property: taxed at 100% of Market Value.

Property tax relief programs. If you are age 67 or older or a widow/widower of any age and your 2024 total household income was less than \$42,623, you may qualify for the Circuit Breaker program. For questions about Veteran with a Disability exemption, Deployed Military Personnel, Blind exemption or Hardship abatement, please call the Davis County Tax Administration at (801) 451-3367.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317, to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Residential Primary	540,000	297,000
Total Property Values	540,000	297,000
TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity	2025 Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	0.003233	960.20
STATE BASIC SCHOOL LEVY	0.001379	409.56
STATE CHARTER SCHOOL LEVY	0.000079	23.46
DAVIS COUNTY	0.000774	229.88
COUNTY LIBRARY	0.000222	65.93
DAVIS COUNTY HEALTH & SERVICES	0.000143	42.47
COUNTY ASSESS & COLLECT LEVY	0.000124	36.83
DAVIS COUNTY FLOOD	0.000099	29.40
ANIMAL WELFARE SERVICES	0.000098	29.11
MULTICNTY ASSESS & COLLECT LEVY	0.000014	4.16
LAYTON CITY	0.001143	339.47
SCHOOL DIST GO BOND	0.001615	479.66
NORTH DAVIS SEWER	0.000320	95.04
WEBER BASIN WATER	0.000191	56.73
MOSQUITO ABATEMENT	0.000093	27.62
WEBER BASIN WTR CHRG		157.66
PAYMENTS		-2,987.18
TOTAL RATE	0.009527	
TOTAL DUE (\$)		0.00

* Balances are calculated with a payoff date of 07/27/2026



MATT BRADY
DAVIS COUNTY TREASURER
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Thanksgiving

2025

Tax Notice

16775

JOHNSON, LINDA C & FERRON E - TRUSTEES
1437 SOUTH 1025 WEST
SYRACUSE UT 84075

Taxes are due
December 01, 2025

Parcel Number: 12-064-0002

Your property tax summary for parcel 12-064-0002 at 1437 S 1025 WEST SYRACUSE Legal Description (may be partial): ALL OF LOT 2, RHOADES LANE SUB AMD. CONT. 0.23 ACRES			
Market Value:	505,000	Total 2025 Taxes:	2,878.88
Taxable Value:	277,750	Other Charges/Credits (see reverse):	0.00
		Payments:	2,878.88
		Please Pay This Amount:	0.00

Where Your Tax Dollars Are Going:	How You Can Pay Your Taxes:				
<table><tr><td>School (45.3%)</td></tr><tr><td>Other (21.4%)</td></tr><tr><td>City (19.1%)</td></tr><tr><td>County (14.2%)</td></tr></table>	School (45.3%)	Other (21.4%)	City (19.1%)	County (14.2%)	<u>On-Line:</u> Go to www.daviscountyutah.gov/treasurer You must enter your parcel number Electronic check: NO FEE Credit or Debit Card: 2.50% OR minimum of \$1.55 <u>Mail:</u> Use the enclosed return envelope. MUST BE POSTMARKED ON OR BEFORE December 01, 2025 <u>Phone/IVR:</u> Call (877) 690-3729 Enter Jurisdiction Code 5450 You must enter your parcel number Electronic check: NO FEE Credit or Debit Card: 2.50% OR minimum of \$1.55 <u>Our office:</u> Davis County Treasurer 61 South Main St, Room 105 Farmington, Utah 84025
School (45.3%)					
Other (21.4%)					
City (19.1%)					
County (14.2%)					

P/s abate taxes of = \$ 540 ⁶⁶
10%
Qualifies 2025 VA Exemptions

Late 2025 payments and delinquencies. Payments made after December 01, 2025 must include a penalty of either 2.5% or \$10.00 for each parcel, whichever is larger. If you pay your full 2025 tax bill by February 01, 2026, the penalty is reduced to the greater of 1% or \$10.00. If 2025 taxes are not paid on or before February 01, 2026, interest is charged from January 01, 2026 at the rate defined by Utah State code 59-2-1331.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2026, as required by Utah State code 59-2-303.

Your payment is being mailed to Seattle, WA because our processor closed the Salt Lake City facility and now processes in Seattle, WA.

Parcel number: 12-064-0002 Tax Area: 54 Address: 1437 S 1025 WEST SYRACUSE

Legal Description (may be partial): ALL OF LOT 2, RHOADES LANE SUB AMD. CONT. 0.23 ACRES

Primary Property: Full time residence taxed at 55% of Market Value for first acre of land. Non-Primary property: taxed at 100% of Market Value.

Property tax relief programs. If you are age 67 or older or a widow/widower of any age and your 2024 total household income was less than \$42,623, you may qualify for the Circuit Breaker program. For questions about Veteran with a Disability exemption, Deployed Military Personnel, Blind exemption or Hardship abatement, please call the Davis County Tax Administration at (801) 451-3367.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317, to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Residential Primary	505,000	277,750
Total Property Values	505,000	277,750

TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity	2025 Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	0.003233	897.96
STATE BASIC SCHOOL LEVY	0.001379	383.02
STATE CHARTER SCHOOL LEVY	0.000079	21.94
DAVIS COUNTY	0.000774	214.98
COUNTY LIBRARY	0.000222	61.66
DAVIS COUNTY HEALTH & SERVICES	0.000143	39.72
COUNTY ASSESS & COLLECT LEVY	0.000124	34.44
DAVIS COUNTY FLOOD	0.000099	27.50
ANIMAL WELFARE SERVICES	0.000098	27.22
MULTICNTY ASSESS & COLLECT LEVY	0.000014	3.89
SYRACUSE CITY	0.001981	550.22
SCHOOL DIST GO BOND	0.001615	448.57
NORTH DAVIS SEWER	0.000320	88.88
WEBER BASIN WATER	0.000191	53.05
MOSQUITO ABATEMENT	0.000093	25.83
PAYMENTS		-2,878.88
TOTAL RATE	0.010365	
TOTAL DUE (\$)		0.00

* Balances are calculated with a payoff date of 07/29/2026



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2025

Tax Notice

16706

SMITH, ADRIENNE L AND GURR, DAVID J
1337 SOUTH BANBURY DR
SYRACUSE UT 84075

Taxes are due
December 01, 2025

Parcel Number: **12-385-0046**

Your property tax summary for parcel 12-385-0046 at 1337 S BANBURY DR SYRACUSE Legal Description (may be partial): ALL OF LOT 46, COTTAGES PHASE 2, THE. CONTAINS 0.19 ACRES			
Market Value:	429,000	Total 2025 Taxes:	2,445.62
Taxable Value:	235,950	Other Charges/Credits (see reverse):	-1,621.98
		Payments:	823.64
		Please Pay This Amount:	0.00

Where Your Tax Dollars Are Going:	How You Can Pay Your Taxes:
■ School (45.3%) ■ Other (21.4%) ■ City (19.1%) ■ County (14.2%)	RE: MORTGAGE COMPANY PAYMENTS DAVIS COUNTY RECORDS INDICATE SERVBANK INTENDS TO PAY YOUR PROPERTY TAXES ON YOUR BEHALF. THIS NOTICE IS SENT TO YOU AS THE OWNER OF THE PROPERTY FOR INFORMATION PURPOSES TO DISCLOSE THE TAXING ENTITIES THAT RECEIVE TAXES FROM THE PROPERTY TAXES PAID.

P/s abate taxes $\$823.64$
30-70%
Qualifies 2025 VA Exemptions

Late 2025 payments and delinquencies. Payments made after December 01, 2025 must include a penalty of either 2.5% or \$10.00 for each parcel, whichever is larger. If you pay your full 2025 tax bill by February 01, 2026, the penalty is reduced to the greater of 1% or \$10.00. If 2025 taxes are not paid on or before February 01, 2026, interest is charged from January 01, 2026 at the rate defined by Utah State code 59-2-1331.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2026, as required by Utah State code 59-2-303.

Your payment is being mailed to Seattle, WA because our processor closed the Salt Lake City facility and now processes in Seattle, WA.

Parcel number: 12-385-0046 Tax Area: 54 Address: 1337 S BANBURY DR SYRACUSE
 Legal Description (may be partial): ALL OF LOT 46, COTTAGES PHASE 2, THE. CONTAINS 0.19 ACRES
 Primary Property: Full time residence taxed at 55% of Market Value for first acre of land. Non-Primary property: taxed at 100% of Market Value.

Property tax relief programs. If you are age 67 or older or a widow/widower of any age and your 2024 total household income was less than \$42,623, you may qualify for the Circuit Breaker program. For questions about Veteran with a Disability exemption, Deployed Military Personnel, Blind exemption or Hardship abatement, please call the Davis County Tax Administration at (801) 451-3367.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317, to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Residential Primary	429,000	235,950
Total Property Values	429,000	235,950

TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity	2025 Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	0.003233	762.83
STATE BASIC SCHOOL LEVY	0.001379	325.37
STATE CHARTER SCHOOL LEVY	0.000079	18.64
DAVIS COUNTY	0.000774	182.63
COUNTY LIBRARY	0.000222	52.38
DAVIS COUNTY HEALTH & SERVICES	0.000143	33.74
COUNTY ASSESS & COLLECT LEVY	0.000124	29.26
DAVIS COUNTY FLOOD	0.000099	23.36
ANIMAL WELFARE SERVICES	0.000098	23.12
MULTICNTY ASSESS & COLLECT LEVY	0.000014	3.30
SYRACUSE CITY	0.001981	467.42
SCHOOL DIST GO BOND	0.001615	381.06
NORTH DAVIS SEWER	0.000320	75.50
WEBER BASIN WATER	0.000191	45.07
MOSQUITO ABATEMENT	0.000093	21.94
VETERAN		-1,621.98
PAYMENTS		-823.64
TOTAL RATE	0.010365	
TOTAL DUE (\$)		0.00

* Balances are calculated with a payoff date of 07/28/2026



MATT BRADY
DAVIS COUNTY TREASURER
61 SOUTH MAIN ST, ROOM 105
P.O. BOX 618
FARMINGTON, UTAH 84025
(801) 451-3243

OFFICE HOURS:
8 a.m. - 5 p.m.
Monday - Friday
HOLIDAY CLOSURES:
Tue. Nov. 11 - Veteran's Day
Thurs. & Fri. Nov. 27, 28
Thanksgiving

2025

Tax Notice

16755

MARTINEZ-PAGAN, ANGEL F AND MARTINEZ, BE
282 EAST 2025 SOUTH
CLEARFIELD UT 84015

Taxes are due
December 01, 2025

Parcel Number: **12-540-0111**

Your property tax summary for parcel 12-540-0111 at 282 E 2025 SOUTH CLEARFIELD Legal Description (may be partial): ALL OF LOT 111, CHRISSAM MEADOWS NO 5. CONT 0.21 ACRES			
Market Value:	525,000	Total 2025 Taxes:	3,222.16
Taxable Value:	288,750	Other Charges/Credits (see reverse):	0.00
		Payments:	3,222.16
		Please Pay This Amount:	0.00

Where Your Tax Dollars Are Going:	How You Can Pay Your Taxes:
■ School (42.0%) ■ Other (33.8%) ■ County (13.2%) ■ City (10.9%)	RE: MORTGAGE COMPANY PAYMENTS DAVIS COUNTY RECORDS INDICATE SHELLPOINT MORTGAGE SERVICES INTENDS TO PAY YOUR PROPERTY TAXES ON YOUR BEHALF. THIS NOTICE IS SENT TO YOU AS THE OWNER OF THE PROPERTY FOR INFORMATION PURPOSES TO DISCLOSE THE TAXING ENTITIES THAT RECEIVE TAXES FROM THE PROPERTY TAXES PAID.

P/s abate taxes of = \$ 2,328.31
40%
Qualifies 2025 VA Exemptions

Late 2025 payments and delinquencies. Payments made after December 01, 2025 must include a penalty of either 2.5% or \$10.00 for each parcel, whichever is larger. If you pay your full 2025 tax bill by February 01, 2026, the penalty is reduced to the greater of 1% or \$10.00. If 2025 taxes are not paid on or before February 01, 2026, interest is charged from January 01, 2026 at the rate defined by Utah State code 59-2-1331.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2026, as required by Utah State code 59-2-303.

Your payment is being mailed to Seattle, WA because our processor closed the Salt Lake City facility and now processes in Seattle, WA.

Parcel number: 12-540-0111 Tax Area: 13 Address: 282 E 2025 SOUTH CLEARFIELD

Legal Description (may be partial): ALL OF LOT 111, CHRISSAM MEADOWS NO 5. CONT 0.21 ACRES

Primary Property: Full time residence taxed at 55% of Market Value for first acre of land. Non-Primary property: taxed at 100% of Market Value.

Property tax relief programs. If you are age 67 or older or a widow/widower of any age and your 2024 total household income was less than \$42,623, you may qualify for the Circuit Breaker program. For questions about Veteran with a Disability exemption, Deployed Military Personnel, Blind exemption or Hardship abatement, please call the Davis County Tax Administration at (801) 451-3367.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317, to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Residential Primary	525,000	288,750
Total Property Values	525,000	288,750

TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity	2025 Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	0.003233	933.54
STATE BASIC SCHOOL LEVY	0.001379	398.19
STATE CHARTER SCHOOL LEVY	0.000079	22.81
DAVIS COUNTY	0.000774	223.49
COUNTY LIBRARY	0.000222	64.10
DAVIS COUNTY HEALTH & SERVICES	0.000143	41.29
COUNTY ASSESS & COLLECT LEVY	0.000124	35.80
DAVIS COUNTY FLOOD	0.000099	28.59
ANIMAL WELFARE SERVICES	0.000098	28.30
MULTICNTY ASSESS & COLLECT LEVY	0.000014	4.04
CLEARFIELD CITY	0.001218	351.70
SCHOOL DIST GO BOND	0.001615	466.33
NORTH DAVIS FIRE DISTRICT	0.001557	449.58
NORTH DAVIS SEWER	0.000320	92.40
WEBER BASIN WATER	0.000191	55.15
MOSQUITO ABATEMENT	0.000093	26.85
PAYMENTS		-3,222.16
TOTAL RATE	0.011159	
TOTAL DUE (\$)		0.00

* Balances are calculated with a payoff date of 07/23/2026



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DAVIS COUNTY TREASURER
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FARMINGTON, UTAH 84025
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Thurs. & Fri. Nov. 27, 28

Thanksgiving

2025

Tax Notice

Handwritten red mark

16771

PAICE, ROSELLA H & LAMAR B--TRUSTEES
2325 NORTH 5500 WEST
HOOPER UT 84315

Taxes are due
December 01, 2025

Parcel Number: **14-100-0012**

Your property tax summary for parcel 14-100-0012 at Legal Description (may be partial): BEG S 981.75 FT & W 231 FT FR NE COR SE1/4 OF SW1/4 SEC 24, T5N-R3W, SLM: TH			
Market Value:	782,000	Total 2025 Taxes:	4,812.78
Taxable Value:	542,285	Other Charges/Credits (see reverse):	0.00
		Payments:	4,812.78
		Please Pay This Amount:	0.00

Where Your Tax Dollars Are Going:	How You Can Pay Your Taxes:
■ School (52.9%) ■ Other (30.5%) ■ County (16.6%)	OUR RECORDS SHOW THAT YOU ARE PARTICIPATING IN THE AUTOMATIC PAYMENT PROGRAM. IN ACCORDANCE WITH THIS PROGRAM, DAVIS COUNTY WILL PROCESS THE FOLLOWING: On December 01, 2025 process <u>\$0.00</u> for balance due. Monthly prepayments for next year taxes, January through September, in the amount of \$481.00

Handwritten red notes:
1/3 abate taxes of = \$2,600²⁴
100%
Qualifies 2025 VA Exemptions

Late 2025 payments and delinquencies. Payments made after December 01, 2025 must include a penalty of either 2.5% or \$10.00 for each parcel, whichever is larger. If you pay your full 2025 tax bill by February 01, 2026, the penalty is reduced to the greater of 1% or \$10.00. If 2025 taxes are not paid on or before February 01, 2026, interest is charged from January 01, 2026 at the rate defined by Utah State code 59-2-1331.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2026, as required by Utah State code 59-2-303.

Your payment is being mailed to Seattle, WA because our processor closed the Salt Lake City facility and now processes in Seattle, WA.

Parcel number: 14-100-0012 Tax Area: 80 Address:

Legal Description (may be partial): BEG S 981.75 FT & W 231 FT FR NE COR SE1/4 OF SW1/4 SEC 24, T5N-R3W, SLM: TH

Primary Property: Full time residence taxed at 55% of Market Value for first acre of land. Non-Primary property: taxed at 100% of Market Value.

Property tax relief programs. If you are age 67 or older or a widow/widower of any age and your 2024 total household income was less than \$42,623, you may qualify for the Circuit Breaker program. For questions about Veteran with a Disability exemption, Deployed Military Personnel, Blind exemption or Hardship abatement, please call the Davis County Tax Administration at (801) 451-3367.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317, to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Agricultural Primary, Land Agricultural Secondary	782,000	542,285
Total Property Values	782,000	542,285

TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity	2025 Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	0.003233	1,753.21
STATE BASIC SCHOOL LEVY	0.001379	747.81
STATE CHARTER SCHOOL LEVY	0.000079	42.84
DAVIS COUNTY	0.000774	419.73
COUNTY LIBRARY	0.000222	120.39
DAVIS COUNTY HEALTH & SERVICES	0.000143	77.55
COUNTY ASSESS & COLLECT LEVY	0.000124	67.24
DAVIS COUNTY FLOOD	0.000099	53.69
ANIMAL WELFARE SERVICES	0.000098	53.14
MULTICNTY ASSESS & COLLECT LEVY	0.000014	7.59
SCHOOL DIST GO BOND	0.001615	875.79
SPECIAL SERVICE AREA	0.000617	334.59
HOOPER WATER DIST	0.000194	105.20
WEBER BASIN WATER	0.000191	103.58
MOSQUITO ABATEMENT	0.000093	50.43
PAYMENTS		-4,812.78
TOTAL RATE	0.008875	
TOTAL DUE (\$)		0.00

* Balances are calculated with a payoff date of 07/29/2026

Davis County

Equalization Report

Equalizations Entered Between 7/23/2026 & 7/29/2026

Commission Meeting 08-04-2026

Parcel Number		Original Market	Original Taxable	Current Market	Current Taxable	Equalization Reason
(35)	08-292-0623	\$713,000	\$392,150	\$713,000	\$713,000	Remove Residential Exemption
(39)	09-055-0010	\$414,000	\$227,700	\$414,000	\$414,000	Remove Residential Exemption
(39)	09-063-0037	\$1,263	\$1,263	\$0	\$0	Recorders Deleted this remainder parcel 07-29-2026
(33)	11-571-0004	\$471,000	\$471,000	\$471,000	\$259,050	Add Residential Exemption
(64)	14-042-0061	\$106,271	\$106,271	\$38,000	\$38,000	should be valued with an Over-Acre calc method, but was changed to a 1st Acre Calc Method.
Totals of Each Column		\$1,705,534	\$1,198,384	\$1,636,000	\$1,424,050	
5		Different Between Market Values	(\$69,534)	Different - Between Taxable Values	\$225,666	Note: Highlighted gray lines are Corrected Values on Appeals