



TREMONTON CITY, UT

Request for Qualifications & Bids for the Creation of a Historic District - October 2019

Tremonton, UT- Geographic Background. Tremonton City is located in Box Elder County, 75 miles north of Salt Lake City and approximately 20 miles south of the Idaho border in the Bear River Valley and is just east of the northern tip of the Great Salt Lake. Tremonton City is located at the crossroads of the northwest, where Interstates 15 and 84 converge. Tremonton City's current population is approximately 8,800 and is the commercial and employment center for the northern region of Box Elder County.

Tremonton, UT- Historical Background. The following italicized text is a summary of Tremonton City, Utah historical background is from Wikipedia.

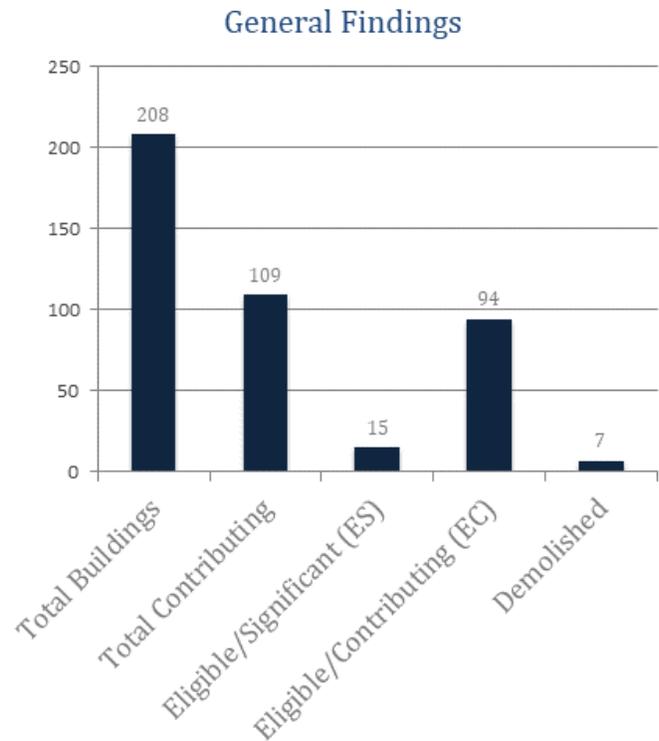
Although the first settlers came to the Tremonton area in 1888, it remained largely uninhabited until just before 1900, when land agents started promoting the Bear River Valley as a place for Midwestern farmers to relocate. Small groups from Nebraska and Illinois began to arrive in 1898. These settlers were a diverse blend of Protestant faiths, in contrast to their mostly Mormon neighbors. Then an Apostolic Christian Church group came in 1901–1904. The main body was from Tremont, Illinois, joined by a few families from Ohio and Kansas. Mostly of German descent, this group was referred to as the "German colony".

When a townsite was laid out in 1903, the new town was named "Tremont" at the request of the German colony. Within four years, the post office had it renamed "Tremonton" due to confusion with the central Utah town of Fremont. Around 1907 the congregation was caught up in a larger schism of the Apostolic Church. Some moved back to the Midwest, and the German colony came to an end. But the church left a permanent mark in the name of Tremonton, and a nearby cemetery filled with German names.

Project Background. In 2014 Tremonton City employed Hannah Turpin, a student from the University of Utah, College of Architecture + Planning who was completing a Master of Science in Architectural Studies with a historic preservation focus to perform a reconnaissance level survey of an area of the City (see Exhibit B- Map of 2014 RLS Boundary). Under the direction of Professor Bob Young, Ms. Turpin completed the 2014 reconnaissance level survey in accordance with the U.S. Department of the Interior, National Park Service standards. The purpose of the 2014 reconnaissance level survey was to identify the historic context of the downtown commercial district and adjoining residential blocks and make recommendations for further preservation efforts for Tremonton City. The general findings of the 2014 reconnaissance level survey were that Tremonton City's downtown commercial district and adjoining residential blocks contribute to the overall historical integrity of the City. Although the 2014 reconnaissance level survey area is historic, it lacks the consistency of eligibility. Below is a slide from Ms. Turpin's powerpoint presentation to the Tremonton City Council that summarizes the determination of buildings within the 2014 survey area. A historic district for the entire 2014 reconnaissance level survey area is unlikely, but Ms. Turpin concluded that pockets of the survey area may be eligible after further analysis. A copy of the 2014 reconnaissance level survey prepared by Hannah Turpin is available on Tremonton City's official website.

GENERAL FINDINGS

- >> 208 total buildings
- >> 109 (52.4%) are contributing
- >> 15 are Eligible/Significant (ES)
- >> 94 are Eligible/Contributing (EC)
- >> 58 are Non-Contributing (NC)
- >> 41 are Out-of-Period (OP)



During the 2014 reconnaissance level survey fieldwork, Ms. Turpin identified areas outside of the survey area as potential areas for additional survey work. Based upon Ms. Turpin’s recommendation and in consultation with the Utah Division of State History, Tremontion City identified an area adjoining the 2014 reconnaissance level survey area that appears to have the potential to increase the number of buildings that would be either eligible significant or eligible contributing (see Exhibit C- Map of Proposed RLS Area 2019). A basic windshield survey of the neighborhood shown in Exhibit C suggests that there is a dense concentration of historic houses that retain historical integrity. As such the Tremontion City Historic Commission submitted a Certified Local Government grant application that proposes the engagement of a consultant to perform the work necessary, including but not limited to a reconnaissance level survey and a National Register of Historic Places nomination form for a historic district to be determined, to be submitted to the Utah Division of State History. The anticipated boundaries of the proposed historic district are approximately 300 South to 600 North and from 400 West to 300 East, as shown on a map in Exhibit A- Map of Proposed RLS Area.

Project Scope. Below is a matrix of the scope of work with this request for qualifications and bids for the creation of a national historic district. The first two columns provide descriptions of the scope of work including the type of work along with the standards for work and deliverable products to be completed by the Consultant. The last two columns are to be completed by the Consultant and returned as part of their bid for completing the scope of work.

Matrix for the Scope of Work and the Consultant's Bid. - (Consultant to return this Matrix as part of their bid).

These two columns are descriptions of the type of work along with the standards for work and deliverable products to be completed by the Consultant.		These two columns are to be completed by Consultant and returned as part of their bid	
Project Type and Description	Standards for Work and Consultant's Deliverable Product	Consultant's Completion Schedule	Consultant's Bid Schedule (Fee Amount) ¹
<p>Reconnaissance Level Surveys. Expanding the study area of the Reconnaissance Level Survey completed in 2014 to include approximately three additional blocks of residential neighborhoods (see Exhibit C- Map of Proposed RLS Area 2019).</p> <p>The Consultant is to conduct a standard reconnaissance level survey of the following area: residential areas within Tremonton.</p> <p>Prior to starting the project, the grant recipient must contact SHPO to see if any information already exists.</p> <p>There were 208 structures surveyed in the 2014 Reconnaissance Level Survey (see Exhibit B- Map of 2014 RLS Boundary) and it is estimated that there are 210 structures to be surveyed in the 2019 Reconnaissance Level Survey (see Exhibit C- Map of Proposed RLS Area 2019).</p>	<p>Prior to starting the project, the Consultant shall check the State Historic Preservation Office (SHPO) files to see if any information exists.</p> <p>Consultant shall conduct surveys in accordance with UTAH DIVISION OF STATE HISTORY'S "Standard Operating Procedures for Reconnaissance Level Surveys" (February 2015 version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 29, 1983). Completed work that does not meet these standards is ineligible for the City's payment to the Consultant. Originals of all survey materials shall be submitted to UTAH DIVISION OF STATE HISTORY.</p> <p>Consultant's deliverables shall include updating the 2014 Reconnaissance Level Survey by re-documenting each property including new photographs, verifying architectural descriptions, reformatting data into more conventional RLS document. Prepare the 2019 Reconnaissance Level Survey, which includes survey maps, photographs, and survey forms.</p> <p>Reconnaissance Level Survey products include both surveys in one bound final report document, photographs of buildings in the survey area, a survey map, computerized survey data (entered into Preservation Pro), and a survey report with recommendations for future research. The Consultant shall submit two copies of all survey products, one for Tremonton City and one for UTAH DIVISION OF STATE HISTORY.</p> <p>The Consultant shall complete all work before June 30, 2020.</p>	<p>Start Date: _____</p> <p>Completion Date: _____</p>	<p>Update 2014 Reconnaissance Level Survey:</p> <p>208 structures @ \$____ per property = \$_____ (see Note ¹ below)</p> <p>Creation 2019 Reconnaissance Level Survey:</p> <p>210 structures @ \$____ per property = \$_____ (see Note ¹ below)</p>
<p>National Register Nominations. The completion and submission of all of the forms and documentation necessary for a National Register historic district nomination, if feasible, for the boundaries shown on Exhibit A- Map of Proposed RLS Area.</p> <p>Based on the Consultant's findings by</p>	<p>Prior to starting the project, the Consultant shall check the State Historic Preservation Office (SHPO) files to see if any information exists.</p> <p>The Consultant shall submit to UTAH DIVISION OF STATE HISTORY completed National Register form(s) and documentation for the individual historic district or MPS/individual building nominations. The documentation shall comply with the Division's "Procedures and Checklist for National Register Nominations" (Jan. 2015 version) and must meet the requirements set forth in "National Register Bulletin #16A" (1997 version) and the Secretary of the Interior's Standards and Guidelines for</p>	<p>Start Date: _____</p>	<p>\$_____</p>

<p>contextual period and the statistical analysis of the contributing buildings, the Consultant shall recommend to the City and SHPO a historic district boundary that is most likely to be approved by the National Park Service.</p> <p>If a historic district does not seem possible, the Consultant shall prepare and submit recommend a multiple property submission (MPS) which is a thematic group listing of the National Register of Historic Places that consists of a historic context, descriptions and registration requirements related properties that share a common theme and can be submitted as a group. The Consultant shall submit a Multiple Property Documentation Form (MPDF) and at least one, but possibly several individual building nominations to be determined by the project budget.</p>	<p>Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 29, 1983). Completed work that does not meet these standards is ineligible for the City's payment to the Consultant.</p> <p>The Consultant's deliverables for this portion of the project include completed registration forms and all supporting documentation (maps, prints, image files on CD, copies of research, etc.) required for National Register designation. The Consultant shall submit two copies of all materials: one for Tremonton City to keep in its permanent files and one for UTAH DIVISION OF STATE HISTORY.</p> <p>The Consultant shall complete all work before June 30, 2020.</p>	<p>Completion Date:</p> <p>_____</p>	
<p>Presentations and Open Houses. The Consultant shall make at least one presentation to the Tremonton City Council or another public body. The Consultant shall also facilitate a public open house associated with the findings of the reconnaissance level survey along with the proposed national historic district.</p>	<p>The Consultant shall prepare and provide a PowerPoint Presentation and other materials necessary to facilitate successful open houses and presentations to Tremonton City Council and open house for the public.</p> <p>The Consultant shall complete all work before June 30, 2020.</p>	<p>Start Date:</p> <p>_____</p> <p>Completion Date:</p> <p>_____</p>	<p>\$_____</p>
		<p>Total Bid Amount:</p>	<p>\$_____</p>

Note ¹ Please provide a per-unit cost per building to perform the survey so that if the estimated buildings within the Survey Area are inaccurate the compensation amount paid to the Consultant can be adjusted.

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Statement of Qualifications and Bid Requirements. Tremonton City is seeking a concise Statement of Qualifications and Bid clearly addressing all of the requirements herein. Statement and Bid are not to exceed ten single-sided pages, and must include, at a minimum, the following sections in the order indicated:

1. Information Page. Provide the following information:
 - a. Name of Consultant
 - b. Complete address
 - c. Contact person
 - d. Telephone number
 - e. Internet address
 - f. E-mail address
2. Consultant's Completion Schedule and Bid Schedule. Complete and submit *Matrix for the Scope of Work and the Consultant's Bid* that contains the Consultant's completion schedule and Consultant's bid schedule for the scope of work.
3. Personnel.
 - a. List the professional and support positions that would be primarily responsible for completing the scope of work.
 - b. Provide an organizational chart (if necessary), including resumes of all personnel who would be committed to this project. Provide specific information as to their experience on projects similar to this one.
 - c. If applicable, list professional consultants outside your firm whom you propose would provide services not available in your firm. Provide specific information documenting their work on similar projects.
4. Project Approach. A concise description of how your team will work with Tremonton City to achieve its objectives of completing and submitting all of the forms and documentation necessary for a Reconnaissance Level Survey (RLS) and a National Register of Historic Places nomination form for a historic district, or if a historic district does not seem feasible the submission of a multiple property submission (MPS) and associated individual building nomination forms. It is Tremonton City's desire to nominate the RLS study area for a national historic district designation over nominating a MPS. The Consultant shall include specific strategies or approaches to give the City the best chance of receiving the designation of a national historic district for the RLS study area or portion thereof.
5. Qualifications. Provide information on the qualifications of the Consultant, including the elements below.
 - a. Statement of Qualifications and Experience. A statement of the Consultant's experience and qualifications to meet the requirements of the City as outlined herein.
 - b. Example Projects. Describe recent projects that are similar in nature to this one, and provide details on size, cost, and client.

- c. References. Provide phone numbers and email addresses of professional references (clients) for whom you have provided similar services who can speak to the abilities and strengths of your team. By providing such references, you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for statement of qualifications and bid.
- d. Statement of Meeting 36 CFR 61. A statement of whether or not the Consultant meet all standards and requirements set forth in the Code of Federal Regulations Procedures for State, Tribal and Local Government Preservation Programs (36 CFR 61).
- e. Subcontract. Identify any of the work that the Consultant intends to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.
- f. Additional Information. In addition to the information and qualifications specified above, identify any specialized knowledge or skills provided by Consultant firm that may be related or helpful to the services requested herein.

The entire submission must be a single PDF (consultant name_historic district_pdf). Submissions must be submitted electronically as an email attachment and received Monday, October 28, 2019, 5:00 p.m. Mountain Standard Time. Late statement of qualifications and bid will not be accepted and incomplete applications, including those not formatted correctly, as solely determined by Tremonton City, may not be reviewed. Email the submission to lnessen@tremontoncity.com

All questions regarding *Request for Qualifications & Bids for the Creation of a Historic District - October 2019* are to be directed only to the person, email address, and phone number listed below. Questions and responses may be posted on tremontoncity.org for all potential the Consultant to review. Please review Tremonton City's official website before emailing any questions as the website may be updated on a regular basis. Questions will be answered in the order in which they are received.

Contact: Shawn Warnke, Tremonton City Manager
swarnke@tremontoncity.com
435-257-9504

Eligibility Requirements of Consultant. Consultant shall have experience in performing the work necessary including but not limited reconnaissance level surveys and National Register of Historic Places nominations forms to submit to the Utah Division of State History and National Park Service for review. The Consultant shall meet all standards and requirements set forth in the Code of Federal Regulations Procedures for State, Tribal and Local Government Preservation Programs (36 CFR 61).

Review and Selection Process. The selection of the Consultant will not be based solely on cost, although the cost of the bid may be a significant evaluating factor. Tremonton City shall review and select the Consultant based upon the following evaluation factors:

- Professional qualifications;
- Consultant meeting the eligibility requirements stated above;
- Proposed completion schedule for the scope of work and deliverables;
- Proven merit of prior relevant work;
- Information from obtained from professional references;
- The project approach to achieve the objective of completing and submitting all of the forms necessary to nominate the Reconnaissance Level Survey (RLS) study areas or portion thereof, as a national historic district or if a historic district does not seem feasible the submission of a multiple property submission (MPS). It is Tremonton City's desire to nominate the RLS study area for a national historic district designation over nominating a MPS. Consultant shall include specific strategies or approaches to give the City the best chance of receiving the designation of a national historic district for the RLS study area or portion thereof;
- Amount of the bid to complete the scope of work;
- Other factors deemed important or advantageous by the City.

Tremonton City shall open submitted Consultant's Statement of Qualifications and Bid to avoid disclosure of contents to competing Consultants during the evaluation and negotiation process. In reviewing the Consultant's Statement of Qualifications and Bid, Tremonton City may have phone calls or oral interviews with some of the preliminary selected Consultants to aid in the reviewing and selection process. The ultimate selection of the Consultant will include successful contract negotiations to complete the scope of work contained herein. A draft agreement, which includes contractual terms regarding compensation and timelines for completing the scope of work, is contained in Exhibit D-Template Consultant Agreement.

Tremonton City reserves the right, without qualification, to:

1. Select any Consultant's Statement of Qualification and Bid as a basis for written or oral communication with any or all of the Consultants when such action is considered to be in the best interest of the City.
2. Select any, Consultant's Statement of Qualifications and Bids based on initial submission received and after detailed discussions or contract negotiations.
3. Select any Consultant's Statement of Qualifications and Bid that is determined to be the most advantageous to Tremonton City, taking into consideration price and the evaluation factors.
4. Reject any and all Statement of Qualifications and Bids submitted by Consultants in whole or in part, when it is in the best interests of Tremonton City.
5. Waive minor defects as it deems appropriate and when it is in the best interests of Tremonton City. .

Attachments:

- **Exhibit A- Map of Proposed RLS Area**
- **Exhibit B- Map of 2014 RLS Boundary**
- **Exhibit C- Map of Proposed RLS Area 2019**
- **Exhibit D- Template Consultant Agreement**
- **Exhibit E- Tremonton Architectural Walking Tour Brochure**

Exhibit A- Map of Proposed RLS Area

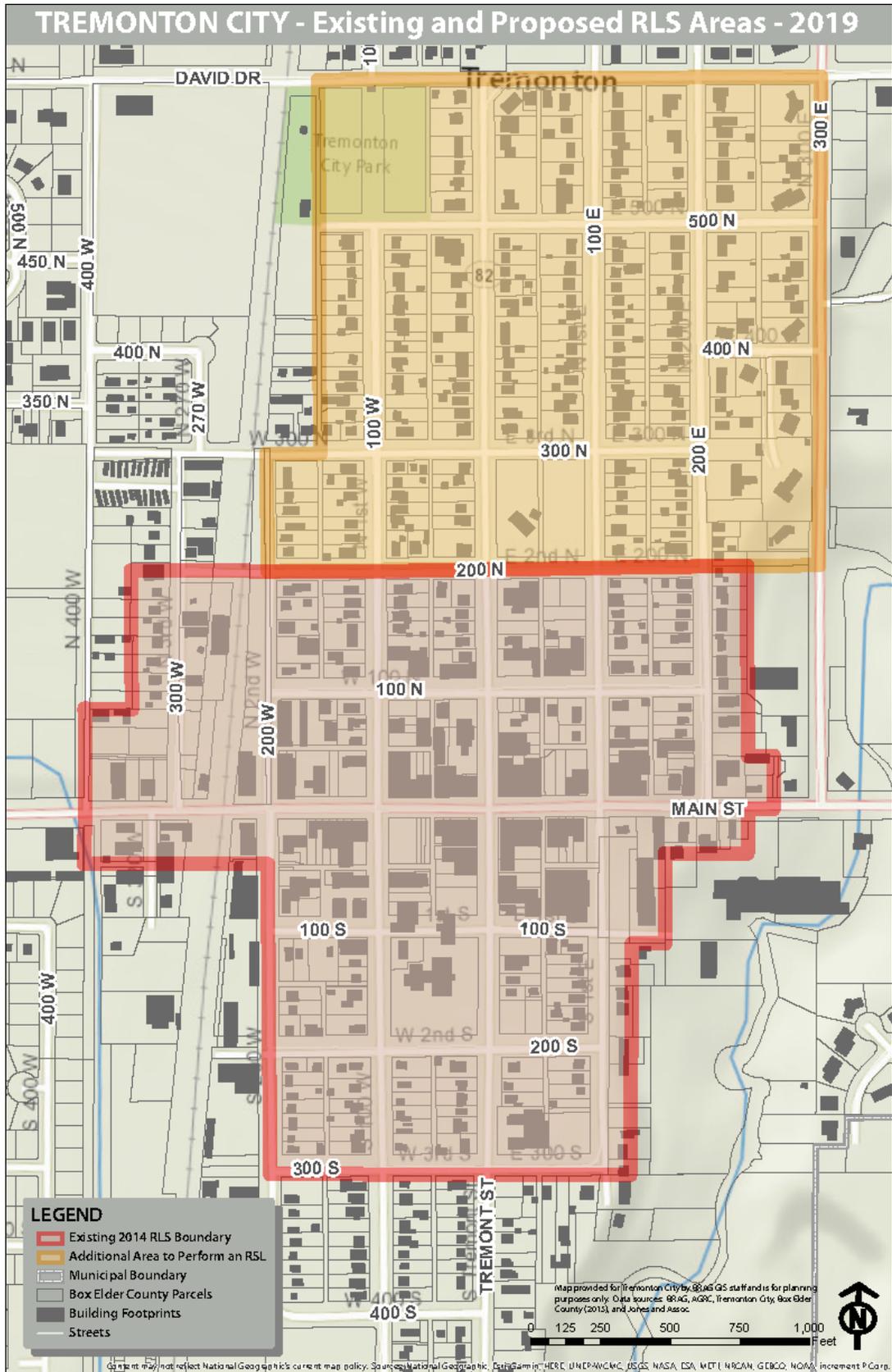


Exhibit B- Map of 2014 RLS Boundary

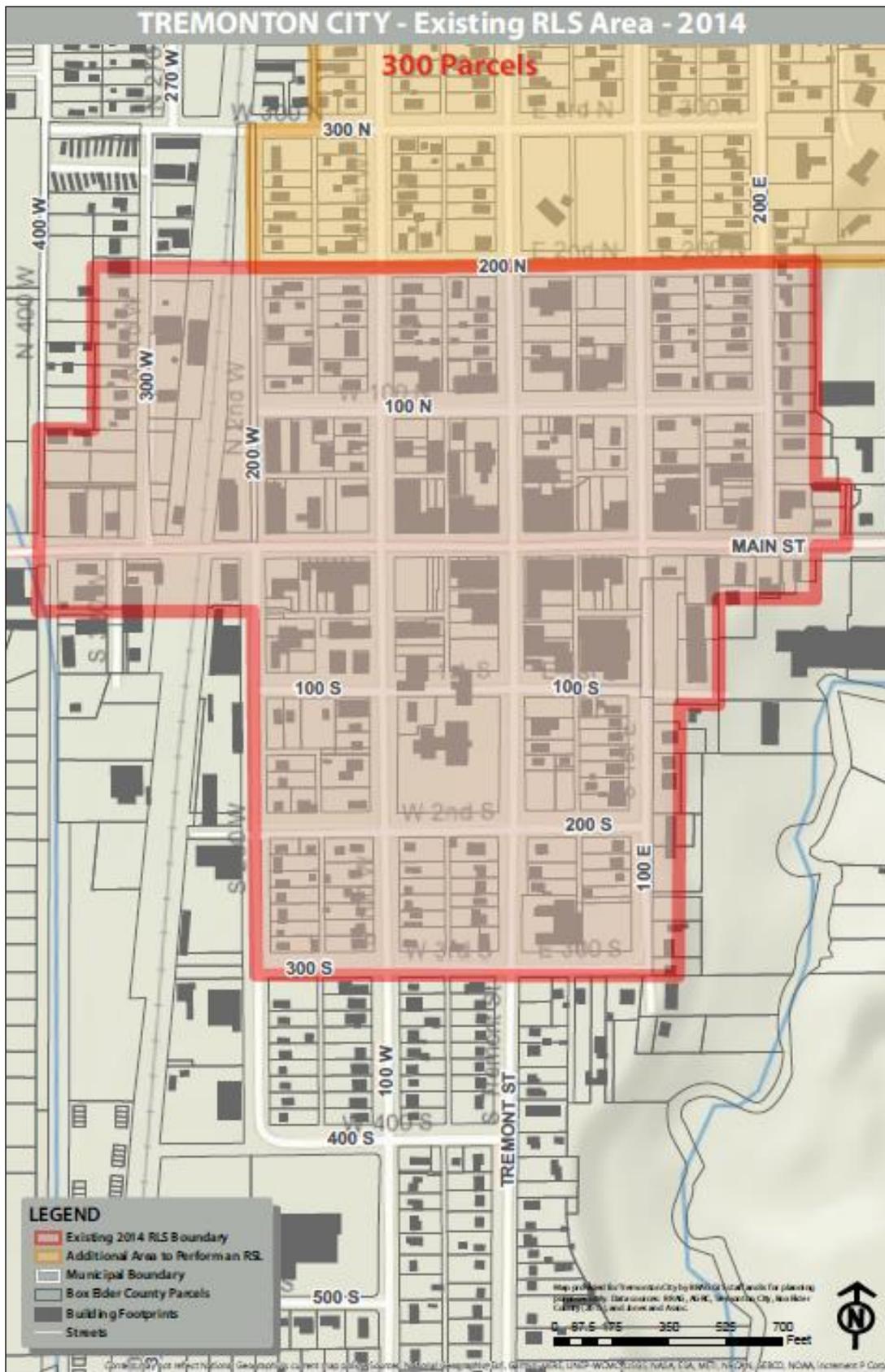


Exhibit D- Template Consultant Agreement

HISTORIC CONSULTANT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement” or “Contract”) for professional historic Consultant services is made by and between Tremonton City, a body corporate and politic of the State of Utah (hereinafter referred to as “Tremonton City” or “Tremonton”), and **Consultant Name** (hereinafter referred to as “Contractor” or “Consultant”), individually or jointly Tremonton City and Contractor shall be referred to as “Party” or “Parties”.

RECITALS

WHEREAS, Tremonton City believes that historic preservation protects the heritage and sense of place of a community; and

WHEREAS, Tremonton City would like to advance its historic preservation efforts by participating in the Utah Division of State History’s Certified Local Government (CLG) program; and

WHEREAS, a CLG affords a local governmental entity many benefits associated with historic preservation with one of the primary benefits being eligible for grants through the Utah Division of State History; and

WHEREAS, CLG grants can be used to document and promote the preservation of historical and archaeological sites by doing such projects as reconnaissance level surveys and nominating to the National Register of Historic Places historic districts; and

WHEREAS, the Tremonton City Historic Preservation Commission, after consultation with the Utah Division of State History, recommended to the City Council, the submission of a Certified Local Government grant application that proposed the engagement of consultants to perform the work necessary to submit to the Utah Division of State History and National Park Service a historic district nomination; and

WHEREAS, the boundaries of the proposed historic district being approximately 300 South to 600 North and from 400 West to 300 East; and

WHEREAS, establishing a historic district involves nominating the district for listing on the National Register of Historic Places which gives official recognition of the district’s significance, and is a prerequisite for receiving various kinds of financial benefits for properties within the district; and

WHEREAS, the City Council authorized the Tremonton City Historic Preservation Commission to submit a CLG grant to establish a historic district; and

WHEREAS, in response to the City’s CLG grant application, the Utah Division of State History awarded Tremonton City a grant to establish a historic district; and

WHEREAS, the City has published a *Request for Qualifications & Bids for the Creation of a Historic District - October 2019*; and

WHEREAS, in responses to this *Request for Qualifications & Bids for the Creation of a Historic District - October 2019*, the Contractor submitted their qualifications and bid for performing the work; and

WHEREAS, Contractor possesses highly specialized skills and talents associated with historic preservation; and

WHEREAS, Tremonton is desirous to enter into a professional services agreement with Contractor, wherein Contractor will provide to the Tremonton City professional Consultant services, specific to performing a reconnaissance level survey and perform the work necessary to submit to the Utah Division of State History and National Park Service a historic district nomination; and

WHEREAS, Contractor is desirous to provide Tremonton with professional Consultant services, specific to historic preservation.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Services Rendered. The Contractor agrees to provide Consultant services. Specifically, Contractor agrees to perform the work necessary including but not limited reconnaissance level surveys, applications, and forms to submit to the Utah Division of State History and National Park Service a national historic district nomination as further detailed in Exhibit “A” (hereafter “Services Rendered” or “work”). If a historic district does not seem feasible, the Contractor shall submit to the Utah Division of State History and National Park Service a multiple property submission (MPS) as further detailed in Exhibit “A”.

2. Term of Agreement. This Agreement shall commence on the latter of the date that this Agreement is signed by the Parties and shall terminate upon completion and acceptance of the scope of work and receipt of all the deliverables contained in the scope of work as further detailed in Exhibit “A”. Additionally, Tremonton may suspend or terminate this Agreement at any time, with or without cause, by providing written notice to the Contractor of the suspension or termination of this Agreement. If this Agreement is suspended or terminated, the Contractor shall provide an invoice to the Tremonton City itemizing and describing reasonable expenses incurred by the Contractor prior to the Tremonton City’s suspension or termination of the Agreement. Tremonton City shall pay only reasonable expenses, as determined solely by the Tremonton City Manager, documented in the Contractor’s submitted invoice. The Contractor may appeal the Tremonton City Manager’s decision of amount paid to the Tremonton City Council whose decision shall be final.

3. Notices. Any notice sent by either Party shall be sent, to the appropriate address contained herein, certified mail, return receipt requested:

Consultant Name and Address

Tremonton City Manager
102 South Tremont Street
Tremonton, Utah 84337

4. Compensation. The Contractor shall be compensated for Services Rendered as described in Section 1 of this Agreement and further described in detail in Exhibit “A”, an estimated amount of \$**To Be Determined (TBD)** as detailed in the table below. The actual compensation to the Contractor for the Reconnaissance Level Survey is to be adjusted and determined based upon the actual number of buildings for which a reconnaissance level survey is completed multiplied by the agreed upon unit price. The Contractor shall submit an initial invoice for ten percent (10%) of the total estimated contract amount; thereafter submit invoices for the approximate percentage of work completed to date billed monthly. A final amount of ten percent (10%) of the estimated contract amount shall be retained by the City until all the Services Rendered are complete and all deliverables have been submitted and accepted by Tremonton City and Utah Division of State History.

Task Name	Estimated Completion Timeline	Compensation Amount
National Register Nominations	XX weeks	\$XXXXX
Reconnaissance Level Surveys (RLS)	XX weeks	\$XXXXX (estimated compensation amount based upon the probable number of buildings contained within the RLS)
		<ul style="list-style-type: none"> • Agreed upon unit price per of \$XX building within the update 2014 RLS study area • Agreed upon unit price per of \$XX building within the 2019 RLS study area
Open Houses and Presentations	XX weeks	\$XXXXX

The Contractor agrees to negotiate compensation that they shall pay to any Subcontractors and Associates that work on this Project. The City shall pay the aforementioned compensation amount to Contractor, who shall in return pay their Subcontractors and Associates their negotiated compensation.

In sending any invoice for payment, the Contractor shall guarantee that their Services Rendered meet the Secretary of the Interior's Standards and Guidelines for Historic Preservation or any other professional standard. Contractor shall return any paid fees to them or their Subcontractors and Associates to the City for Services Rendered previously completed by the Contractor or their Subcontractors and Associates if the completed work or Services Rendered is determined to fail to meet the appropriate standard by Tremonton City, State Historic Preservation Office (SHPO), or National Park Service.

4. Time of the Essence and Penalties. The Contractor and their Subcontractors, and/or Associates agree that time of the essences associated with this Agreement. The Contractor acknowledges that the City has received a CLG Grant to complete Services Rendered that will pay up to fifty (50%) percent of the costs associated with Services Rendered if this work is completed August 31, 2020. If for any reason the Contractor is not able to complete the Services Rendered contained in Section 1 and Exhibit A by June 30, 2020, the Contractor agrees to accept as a penalty a fifty percent (50%) reduction in their compensation. If this penalty is applied because the Contractor fails to complete the scope of work contained in Section 1 and Exhibit A, by June 30, 2020, the Contractor agrees to return to Tremonton City fifty percent (50%) of any previously paid amounts to Tremonton City upon the Tremonton's written noticing of missing the June 30, 2020 deadline.

5. Independent Contractor. The Contractor shall not be eligible for employee benefits from Tremonton City such as, but not limited to, health insurance, dental insurance, life insurance, 401(k) participation, or retirement plans. Furthermore, the Contractor shall be compensated as an independent contractor receiving Internal Revenue Service Form 1099 from the Tremonton City at the completion of the Tax year in which work is performed.

6. Indemnity. Contractor agrees to indemnify, defend, and hold harmless Tremonton City from all liability arising from any and all services provided by Contractor and/or its agents, criminal wrongdoing on the part of Contractor and/or its agents, negligent acts by Contractor and/or its agents, intentional acts by Contractor and/or its agents.

7. Entire Agreement. This Agreement sets forth the entire understanding agreement of the Parties with respect to the subject matters stated herein and supersedes any prior or contemporaneous oral and/or written agreements or representations, if any, between the Parties; that the terms of this Agreement are contractual and not mere recitals. The Parties acknowledge that no promise or agreement not included in this Agreement has been made, but that they are relying solely upon their own judgment after consultation with their respective attorney or attorneys.

8. Counterparts, Duplicate Copies, and Facsimile Copies. This Agreement may be executed in counterparts such that an Agreement with a complete set of signatures, whether or not on different copies of the page on which the signatures appear, shall constitute a fully-executed agreement. All executed copies of this

Agreement shall constitute duplicate originals; and a copy or facsimile signature shall be treated for all purposes as an original signature.

9. *Applicable Law, Jurisdiction, and Venue.* The Agreement shall be interpreted in accordance with Tremonton City ordinance and with the laws of the state of Utah, and the First District Court of the State of Utah, in and for Box Elder County shall have jurisdiction and be the proper venue for any suit arising herefrom.

10. *Modification.* The Agreement may not be modified in any manner except in writing signed by each of the Parties.

11. *Authority.* The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

12. *Incorporation of Recitals and Exhibits.* All recitals and exhibits contained herein and/or attached hereto are hereby incorporated into the Agreement.

13. *Severability.* In the event that any portion of this Agreement is nullified or voided by a Court of competent jurisdiction, that portion shall be severed from the remainder of the Agreement, and all other portions of the Agreement shall remain in full force.

14. *Attorney's Fees and Costs.* In the event of any litigation arising herefrom, the prevailing Party shall be entitled to collect from the non-prevailing Party, all costs of litigation and collection including, but not limited to, attorney's fees and costs of suit and collection.

15. *Laws and Regulations.* At all times during this Contract, Contractor and all Services Rendered and 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.

16. *Employment Practices.* Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. The Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

17. *Workers Compensation Insurances and other Insurances.* The Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. 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. The Contractor shall submit proof of certificate of insurance that meets the above requirements prior to this Contract being signed.

The Contractor shall also provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance prior to the signing of this Contract. Tremonton City and its officials, employees, and agents shall be named as "additional insured" on the liability insurance policy.

18. *Public Information.* The Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). The Contractor gives the City, State Entities and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA, except for any section identified in

writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services. The Contractor also agrees that the Contractor's submitted statement of qualifications and bid in response to the *Request for Qualifications & Bids for the Creation of a Historic District - October 2019* will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. Standard of Care. Services Rendered by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services Rendered that are the subject of this Contract. Contractor shall be liable to Tremonton City, State Entities and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

20. Confidentiality. If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. The Contractor will promptly notify Tremonton City and any State Entity of any potential or actual misuse or misappropriation of Confidential Information.

The Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Tremonton City, State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, the Contractor will return all copies of Confidential Information to Tremonton City, State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

21. Ownership in Intellectual Property. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to Tremonton City and State Entity.

{REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates herein shown below.

**TREMONTON CITY,
A Utah Municipal Corporation**

Roger Fridal, Mayor (Date)

Attest:

Linsey Nessen, City Recorder (Date)

CONTRACTOR

Consultant (Date)

Exhibit “A” *Request for Qualifications & Bids for the Creation of a Historic District - October 2019*

&

Contractor’s Statement of Qualifications & Bid

Exhibit E- Tremonton Architectural Walking Tour Brochure

7 Jay's Service Station

327 W Main St

Jay's Service Station was built in 1951-1952 by Jay Dee Harris during the boom of the automobile. It most closely resembles a modern architectural style. As seen in the photo, it was originally built without the canopy above the pumps. Still visible today are the words above the garage doors and the original "Jay's" neon sign which was lit until the 1970s.



Modern, 1951-1952

8 Daryl Building

70 W Main St

Daryl Building, now Check Tech, was built in 1930 in an Early 20th Century style and included mixed commercial spaces at street level with residential rooms on the second floor. It was named after Daryl Holmgren, son of David Holmgren and owner of the Midland Hotel. Additionally, it was the original location for the local newspaper, the Leader. Today the original balcony can still be seen.



Early 20th Century, 1930

9 Methodist Church

205 N Tremont St

The Methodist Church building embodies the Victorian Gothic style, which is characterized with clapboard siding, pointed gables, pointed arched windows, stained glass windows, and a large tower. The unique story of how this structure came to be in Tremonton is best said in the words of Reba Hard,

"Although the Methodists had purchased a site in 1903, they did not build a church until 1905. This building was made possible by the offer of an abandoned church building in the Upper Cache



Victorian Gothic, 1892

Valley and by a money grant from the Utah Mission. [The structure was built in 1892 by the Methodist church in Cannon, Utah.] A member of the church at that time wrote that the building was in very good shape. They arranged with some Cache Valley settlers to take the building down carefully so that they could haul the lumber to Tremonton and rebuild it. The transportation project took three days, but was fully successful."

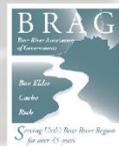
Following its successful move and reassembly, it was remodeled in 1938 to include a basement. This was accomplished by hoisting the building high enough and then using horses to dig out the basement. Today it is used as a childcare and preschool center.

Sources & Photo Credits:

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Additional Photos Courtesy of:

Bear River Valley Museum
Bear River Association of Governments



Phone: 435-257-9500
www.tremontonciv.org

TREMONTON ARCHITECTURAL WALKING TOUR



Spanish Colonial Revival, 1930, Tremonton Library

Enjoy a walk through Tremonton while learning about the history and architectural styles of many beloved buildings with this self-guided walking tour.



Early 20th Century, 1910s, FM. Christensen Drug Store & Odd Fellows Fellowship Hall



1 Tremont Library
210 N Tremont St



Spanish Colonial Revival, 1930

Tremont Library opened to the public in 1930, after 16 years of dedication and hard work. During these 16 years, the Economic Club put up a library shelf in various places including a hat shop, in the back of the bank, and later in the Waldron Building. The Club contributed \$3,000 to the construction of the library after holding many fund-raising projects including book showers, bake sales, and the May Festival. Since its first opening it has undergone two remodels while maintaining a Spanish Colonial Revival architectural style. The first remodel in 1984, added the west wing, and in 2005 the ceiling was raised and braced.

3 The Valley Hospital
18 N 200 E



Colonial Revival, 1928

The Valley Hospital, now Legacy Square, was built in 1928 and served residents for 48 years. It was built in the Colonial Revival style with gable roofs and symmetrical facades. Land was purchased for the hospital in 1926 by Edgar Hartley White, who was the only practicing physician at the time. It was difficult to fund the hospital during the Depression but it worked out, in part by having the White family live in the basement and helping patients with cooking, cleaning, and doing laundry. In 1976, the hospital moved leaving Legacy Square to become office spaces and apartments.

4 Odd Fellows Fellowship Hall
11 E Main St



Early 20th Century, Early 1900s

Built in early 1910s with an Early 20th Century style, the Museum was originally an Odd Fellows Fellowship Hall. Since then it has been a furniture store (Stohl Furniture Store), a clothing shop (J.C. Penney), a furniture store again (Northern Furniture), and most recently the Bear River Valley Museum. With just a few steps inside, one can enjoy the original wood flooring.

2 Tremont 1st Ward LDS Church
166 N Tremont St



Spanish Colonial Revival, 1928

Built in 1928, the Tremont 1st Ward of The Church of Jesus Christ of Latter-day Saints was built in a Spanish Colonial Revival style. This is characterized by its rounded arch openings, and low-relief ornamentation. Since its dedication, the red tile roof has been replaced.

5 F.M. Christensen Drug Store
1 E Main St



Early 20th Century, Early 1910s

Northern Furniture was built in early 1910s and was used as the City drug store, owned by F.M. Christensen. It was built during the building boom in Tremont (summer of 1912 to end of 1914) with the entry originally on the corner of Main Street and Tremont Street. The entry now faces Main Street.

6 The Midland Hotel
75 W Main St



Early 20th Century, 1912-1914

During the building boom, the Midland Hotel along with Coles Bank, the Shield Hotel block, and the Waldron & Harris Mercantile Building were built for \$175,000. These structures were built under the direction of David Holmgren, chairman of the hotel commission. The Midland Hotel included multiple businesses and advertised saying, "Well Furnished Rooms & Meals à la Carte and of the Best." It was destroyed in an early morning fire on January 31, 1995. Today the Midland Mural, done by Jason Nessen in 2003, depicts this once lively and bustling iconic hotel.



Building Key
 ■ Tour Locations
 ■ Additional Interest
 ■ Commercial
 ■ Residential

