

RESOLUTION NO. R-35-2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
AWARDING THE BID FOR THE OFF-HIGHWAY TRAILS PLAN TO
BIKE UTAH IN PARTNERSHIP WITH SHAPESHIFT TERRAIN PARKS
AND APPROVING THE CONTRACT**

PREAMBLE

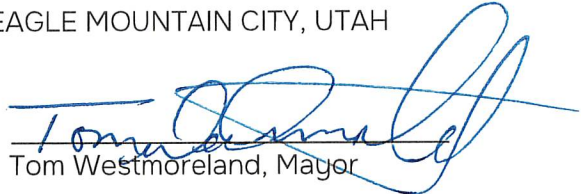
WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to award the bid for the Off-Highway Trails Plan to Bike Utah in Partnership with Shapeshift Terrain Parks, as set forth herein;

BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider the contract and approve the bid award as set forth in Exhibit A.
2. The bid award and contract are hereby approved as set forth more specifically in Exhibit A.
3. The Mayor is authorized to execute the contract as set forth more specifically in Exhibit A.
4. This Resolution shall take effect upon passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6th day of May, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder



The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 6th day of May, 2025.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☐ Rich Wood

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☒ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright





Gina L. Olsen, CMC
City Recorder

Exhibit A

This contract and all attachments are public record.

Bike Utah & Shapeshift Terrain Parks

Name

Address

City, State Zip

- Updated 02.2025

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

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

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

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

Dated this 6 day of May, 2025.



EAGLE MOUNTAIN CITY

Tom Westmoreland
Signature

Print Name: Tom Westmoreland

Title: Mayor

ATTEST:

APPROVED AS TO FORM

Gina L. Olsen
Gina L Olsen, CMC
City Recorder

Marcus Draper
Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

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

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

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

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

Dated this 6 day of May, 2025.



EAGLE MOUNTAIN CITY

Tom Westmoreland
Signature

Print Name: Tom Westmoreland

Title: Mayor

ATTEST:

APPROVED AS TO FORM

Gina L. Olsen
Gina L Olsen, CMC
City Recorder

Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Chris Wiltsie
Signature

Print Name: Chris Wiltsie

Title: Co-Executive Director

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

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

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

herein shall be the total compensation payable hereunder by Eagle Mountain.

8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:
- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
 - (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
 - (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
 - (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
 - (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
 - (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

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

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

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

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:**

Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.

12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.

14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.

16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle

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

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

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

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

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

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

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

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

PROJECT APPROACH

Task 1: Trail Network Analysis and Planning

Bike Utah will leverage its expertise in active transportation planning to develop a cohesive and accessible trail system that meets the needs of all users—mountain bikers, hikers, equestrians, and OHV riders.

1.1 Trail Network Assessment

- **Connectivity Analysis:** Utilize city-provided GIS data to assess existing off-street trails, identifying gaps and accessibility issues.
- **User Demand Analysis:** Apply user data and existing recreation patterns to optimize trail locations and ensure connectivity between neighborhoods, parks, and public lands.
- **Environmental & Safety Analysis:** Integrate topographic, ecological, and safety data to propose sustainable and low-impact trail alignments.

1.2 Route Optimization and Expansion

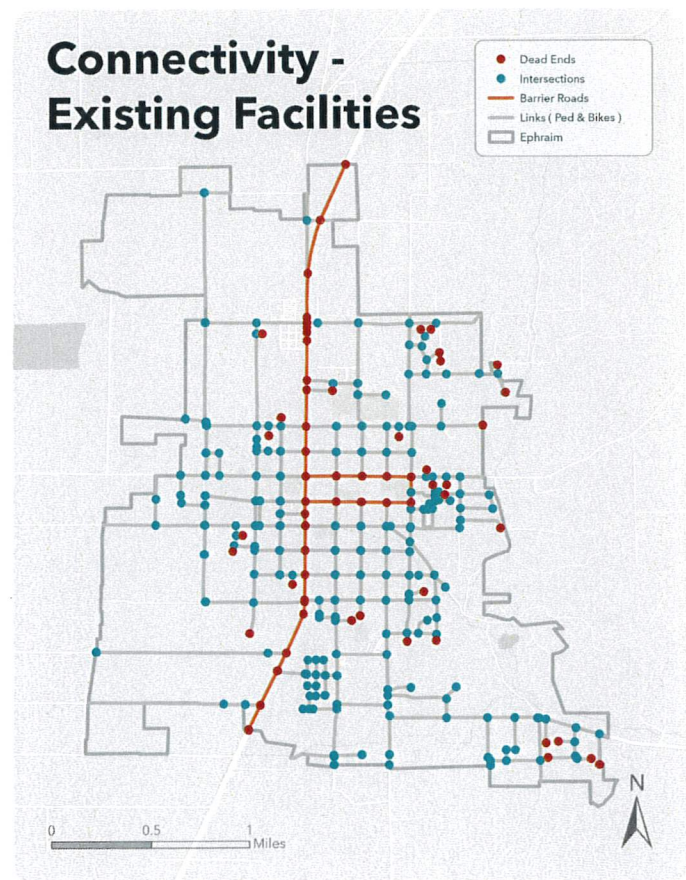
- **Trail Design by User Type:** Develop recommendations tailored to different recreation modes—mountain biking, hiking, equestrian, and OHVs—ensuring designated spaces and minimized conflicts.
- **BLM Property Expansion:** Identify trail expansion opportunities onto adjacent BLM land and develop a roadmap for securing approvals, including regulatory guidance and partnerships with land management agencies.
- **Integration with City-Owned Properties:** Evaluate opportunities to enhance trailheads, wayfinding, and amenities on city-owned parcels.
- **Private Property Engagement Strategy:** Create a structured outreach approach to engage property owners, securing easements and advocating for trail-friendly development agreements in coordination with local stakeholders.



1.3 NICA Course Infrastructure

- **NICA/Utah High School Cycling League:** Develop a long-term strategy for the Hidden Valley mountain bike course, including:
 - Assessing relocation options for sections impacted by development.
 - Designing an expanded parking and staging area to accommodate events.
 - Enhancing spectator areas to support competitive cycling events and local recreation.

Bike Utah connectivity analysis highlighting dead ends and barrier roads in Ephraim City



Bike Utah's Midweek Mountain Bike Race series (left/top)

PROJECT APPROACH

Task 2: Trailhead Signage and Marker Placement

Bike Utah will develop a comprehensive signage and marker placement plan that supports Eagle Mountain's growing trail network.

2.1 Trailhead Assessment

- **City-Owned Properties Evaluation:** Identify and assess city-owned land to determine existing and proposed locations for trailheads, signage, and wayfinding infrastructure.
- **Connectivity Considerations:** Ensure easy access to trailheads by prioritizing locations near residential areas, parks, and key destinations.

2.2 Comprehensive Signage Plan

- **Wayfinding Signs:** Develop a standardized wayfinding system to improve user orientation, including trail names, mileage markers, difficulty ratings, and directional signage.
- **Regulatory Signs:** Ensure compliance with land use regulations and trail-specific guidelines by incorporating clear rules for OHV, equestrian, mountain bike, and pedestrian users.
- **Interpretive & Educational Signs:** Highlight local ecology, history, and responsible trail use, encouraging stewardship and sustainability.
- **User Experience & Safety:** Incorporate sign elements that reduce conflicts between user groups and improve overall trail safety.
- **Placement Prioritization:** Develop a phased installation plan based on trail usage, accessibility, and funding availability.

Task 3: Prioritization and Implementation Plan

This task will ensure trail development is prioritized based on connectivity, feasibility, and community needs.

3.1 Identifying High-Priority Segments

- **Strategic Connections:** Focus on segments adjacent to existing city-owned and maintained trails.
- **Filling Gaps:** Identify missing links that will improve connectivity between neighborhoods, recreation areas, and key destinations.



Bike Utah prioritization plan for wayfinding improvements in Vineyard City.

3.2 Action Plan

- **Stakeholder Coordination:** Ensure alignment with city priorities, regional plans, and land management agencies to facilitate smooth implementation.
- **Short-Term Priorities:** Identify trail segments that can be developed or enhanced within the next 1-3 years, considering land availability and funding readiness.
- **Long-Term Projects:** Outline a phased approach for larger projects requiring land acquisition, permitting, or additional funding.
- **Implementation Timeline:** Provide a detailed project timeline with milestones and estimated completion dates.
- **Cost & Funding Considerations:** Provide estimated costs and potential funding sources for each proposed trail segment.

PROJECT APPROACH

Task 4: Bike Park Assessment and Improvement Plan

We will develop a comprehensive assessment and phased improvement plan for the Eagle Mountain Bike Park.

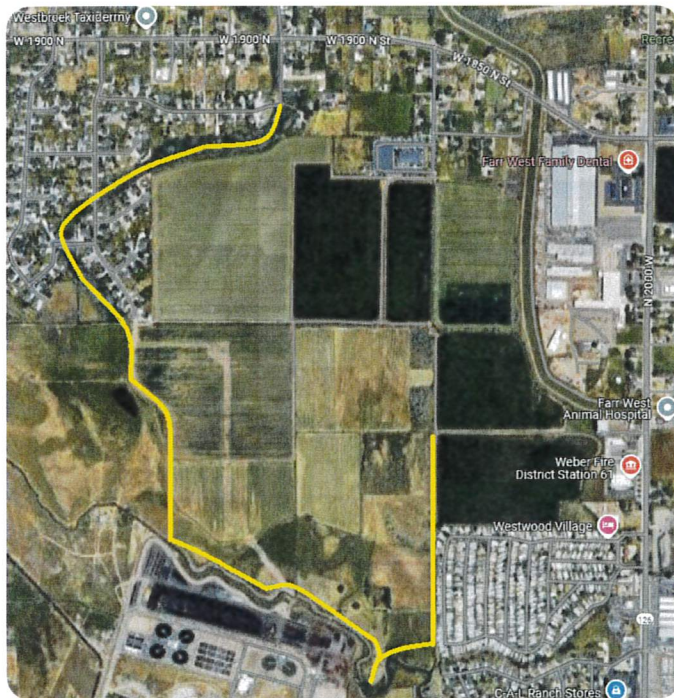
4.1 Current Facility Evaluation

- **Infrastructure Assessment:** Conduct a detailed site review to evaluate existing jumps, berms, pump tracks, technical features, and overall park layout.
- **User Experience & Safety Analysis:** Identify areas of wear, erosion, or structural concerns that may impact rider experience or safety.
- **Community Input:** Gather insights from local riders and stakeholders, where possible, to assess how well the park meets community needs.

4.2 Five-Year Improvement Plan

- **Proposed Enhancements:** Develop plans for short-term (1-2 years) and mid-term (3-5 years) improvements including surface repairs, sign upgrades, skill-building areas, expanded trail features, and other infrastructure upgrades.
- **Estimated Costs & Funding Strategy:** Provide detailed cost estimates for each phase and identify potential funding sources.

Wetland trail delineation in the Farr West City AT Plan.



Task 5: Conceptual Design for Trail Parking and Bike Park Expansion

Expanding trail access and improving bike park facilities requires thoughtful design, strategic placement, and user-centered planning.

5.1 Trail Parking Area Conceptual Design

- **Site Selection:** Identify optimal locations for a new trail parking area, ensuring access to key trailheads while minimizing environmental and land use conflicts.
- **User Needs Assessment:** Ensure proposed parking area can accommodate various user groups, including mountain bikers, hikers, equestrians, and OHV users. Consider trailer parking and ADA accessibility.
- **Circulation & Safety Considerations:** Ensure efficient traffic flow, designated loading zones, and clear wayfinding signage to enhance safety and usability.
- **Development Approach:** Outline an implementation strategy, considering costs, funding, permitting, and construction timelines.

5.2 Bike Park Expansion Conceptual Design

- **Expansion into Power Line Corridor:** Develop a site plan for northward expansion.
- **Feature Enhancements:** Identify new jump lines, flow trails, pump track extensions, and technical challenges to diversify rider experiences and support all skill levels.
- **Infrastructure & User Amenities:** Consider including seating, shade structures, and rest areas to improve comfort and usability.
- **Anticipated Challenges & Solutions:** Address potential constraints such as land availability, terrain modifications, and permitting requirements, providing actionable solutions for implementation.
- **Development Approach:** Outline an implementation strategy, considering costs, funding, permitting, and construction timelines.



PROJECT SCHEDULE

Eagle Mountain Off-Street Trails Master Plan

We will complete this project within **9 months**. Our team will work with Eagle Mountain staff to customize this schedule to ensure it fits project expectations.

2025

TASKS	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1. Trail Network Analysis and Planning									
1.1 Trail Network Assessment									
1.2 Route Optimization and Expansions									
1.3 NICA Course Infrastructure									
2. Trailhead Signage and Marker Placement									
2.1 Trailhead Assessment									
2.2 Comprehensive Signage Plan									
3. Prioritization and Implementation Plan									
3.1 Identifying High-Priority Segments									
3.2 Action Plan									
4. Bike Park Assessment and Improvement Plan									
4.1 Current Facility Evaluation									
4.2 Five-Year Improvement Plan									
5. Conceptual Design for Trail Parking and Bike Parking Expansion									
5.1 Trail Parking Area Conceptual Design									
5.2 Bike Park Expansion Conceptual Design									



TAB 4:

COST PROPOSAL

Eagle Mountain Off-Street Trails Master Plan

As a nonprofit, Bike Utah can maximize the services we provide within a budget. The budget below includes all hours and expenses for the project.

TASKS	TOTAL HOURS	TOTAL COST
1. Trail Network Analysis and Planning	284	\$13,495
1.1 Trail Network Assessment	137	\$6,535
1.2 Route Optimization and Expansions	87	\$4,160
1.3 NICA Course Infrastructure	60	\$2,800
2. Trailhead Signage and Marker Placement	195	\$9,775
2.1 Trailhead Assessment	85	\$4,175
2.2 Comprehensive Signage Plan	110	\$5,600
3. Prioritization and Implementation Plan	132	\$6,560
3.1 Identifying High-Priority Segments	40	\$1,900
3.2 Action Plan	92	\$4,660
4. Bike Park Assessment and Improvement Plan	108	\$7,580
4.1 Current Facility Evaluation	48	\$3,480
4.2 Five-Year Improvement Plan	60	\$4,100
5. Conceptual Design for Trail Parking and Bike Parking Expansion	156	\$11,700
5.1 Trail Parking Area Conceptual Design	80	\$4,200
5.2 Bike Park Expansion Conceptual Design	76	\$7,500
Totals:	875	\$49,110
Travel expenses		\$375
Grand Total:		\$49,485



Utah Department of Commerce
Division of Corporations & Commercial Code

160 East 300 South, 2nd Floor, PO Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

09/01/2022
5884421-014009012022-77102

CERTIFICATE OF EXISTENCE

Registration Number: 5884421-0140
Business Name: BIKE UTAH
Registered Date: April 14, 2005
Entity Type: Corporation - Domestic - Non-Profit
Status: Current

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division (**unless Delinquent**); and, that Articles of Dissolution have not been filed.



Leigh Veillette
Director
Division of Corporations and Commercial Code

ATTACHMENT C:

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2025

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

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

PRODUCER Progressive Insurance PO Box 94739, Cleveland, OH 44101	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Financial Casualty Company	11770
INSURED BIKE UTAH COALITION DBA: Bike Utah 960 S Main Street SALT LAKE CITY, UT 84101	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 356165669395293585D031925T223852**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	03893005	08/18/2024	08/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	N	03893005	08/18/2024	08/18/2025	\$

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

CERTIFICATE HOLDER**CANCELLATION**Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84005

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED BIKE UTAH COALITION DBA: Bike Utah 960 S Main Street SALT LAKE CITY, UT 84101	
POLICY NUMBER 03893005			
CARRIER United Financial Casualty Company	NAIC CODE 11770	EFFECTIVE DATE: 08/18/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$3,000 Basic PIP w/Workers Comp
Uninsured Motorist Bodily Injury	\$2,000,000 Combined Single Limit
Underinsured Motorist Bodily Injury	\$2,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only	
2020 CHEVROLET TAHOE 1GNSKAKC5LR175545	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Roadside Assistance	Selected w/\$0 Ded

Additional Information

Certificate holder is listed as an Additional Insured.

15-0397-00
PRINCIPLE INSURANCE SERVICES LLC
1100 E HECTOR ST STE 470
CONSHOHOCKEN, PA 19428-2374

Agency phone: 704.321.3900

03-13-2025

UTAH BICYCLE COALITION
DBA BIKE UTAH
960 S MAIN ST
SALT LAKE CITY, UT 84101-2923

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

AUTO-OWNERS INSURANCE COMPANY

This is not a bill. The premium can be paid before a bill is sent using any of the following methods:

Pay Online
www.auto-owners.com
Pay My Bill

Pay by Phone
1.800.288.8740

Pay by Mail
AUTO-OWNERS INSURANCE
PO BOX 740312
CINCINNATI, OH 45274-0312

RE: Policy A106-544-534

Billing Account 102810389

Thank you for selecting Auto-Owners Insurance Group to service your insurance needs!

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages, and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent **704.321.3900**, and discuss which company and program might be appropriate for you. After talking with your agent, if there are any unanswered questions, please contact us at 517.323.1200.

Auto-Owners Insurance Company was formed in 1916. Our A+ (Superior) rating by AM Best signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

INSURANCE COMPANY 16144
6101 ANACAPRI BLVD, LANSING, MI 48917-3968
517-323-1321

AGENCY PRINCIPLE INSURANCE SERVICES LLC
15-0397-00 MKT TERR 048 (704) 321-3900

INSURED UTAH BICYCLE COALITION
DBA BIKE UTAH

ADDRESS 960 S MAIN ST
SALT LAKE CITY, UT 84101-2923

WORKERS COMPENSATION & EMPLOYERS LIABILITY INFORMATION PAGE

Endorsement Effective 02-14-2025

POLICY NUMBER A106-544-534

Company Use 35-17-UT-1124

Company
Bill

POLICY PERIOD

12:01 A.M. to 12:01 A.M.
11-24-2024 to 11-24-2025

ITEM 1. INSURED: UTAH BICYCLE COALITION
DBA BIKE UTAH
3500 S MAIN ST STE 106
SOUTH SALT LAKE, UT 84115-4496

INSURED IS: Nonprofit Organization

ITEM 2. POLICY PERIOD: 11-24-2024 (12:01 A.M.) to 11-24-2025 (12:01 A.M.)
(Based on the insured's address shown in Item 1.)

ITEM 3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to Workers Compensation Law of the states listed here: UT

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in ITEM 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease	\$1,000,000	Policy Limit

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states (Ohio, Washington, Wyoming & North Dakota), Puerto Rico, the U.S. Virgin Islands, and the states designated in ITEM 3.A. of the Information Page.

ITEM 4. The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.

CLASSIFICATION OF OPERATIONS		PREMIUM BASIS		RATES	
		CLASS CODE	ESTIMATED ANNUAL REMUNERATION	RATE PER \$100	ESTIMATED ANNUAL PREMIUM
STATE OF UTAH					
See LOC NUM 001	DESC 001				
SALESPERSONS OR COLLECTORS - OUTSIDE		8742	72,587	0.18	131
See LOC NUM 001	DESC 001				
CLERICAL OFFICE EMPLOYEES NOC		8810	251,520	0.06	151
UTAH PREMIUM SUMMARY					
TOTAL					282
Scheduled Waiver of Subrogation				50	332
Increased Limits 3 B				3	335
Increased Limits Min Premium Diff				117	452
Balance To Minimum				18	470
TOTAL STATE ESTIMATED ANNUAL PREMIUM					470

AUTO-OWNERS INS. CO.

27777 (10-88)

Issued 03-13-2025

 AGENCY PRINCIPLE INSURANCE SERVICES LLC
 15-0397-00 MKT TERR 048

 Company POLICY NUMBER A106-544-534
 Bill Company Use 35-17-UT-1124

INSURED UTAH BICYCLE COALITION

Term 11-24-2024 to 11-24-2025

POLICY PREMIUM SUMMARY

Expense Constant	200	670
Terrorism - See Form 27317	26	696
Catastrophe (other than Certified Acts of Terrorism)	55	751
See Form 27322		
Paid In Full Discount	39-	712
TOTAL ESTIMATED ANNUAL PREMIUM		MIN 712
ADDITIONAL PREMIUM		0

FEDERAL ID: 202804553

COUNTY: 035

MINIMUM PREMIUM: \$670 UTAH

UNEMPLOY. INS (UI) #: 7420890000

UT NUMBER OF EMPLOYEES: 2

AUDIT IS: ANNUAL

Paid in Full Discount applies.

The Paid in Full Discount does not apply to fixed expense fees, statutory charges or minimum premiums.

The Paid in Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premium in full directly to the company.

ENDORSEMENTS:

27411 (01-13)	59270 (02-97)	27320 (03-06)A
27392 (07-12)	27395 (10-14)A(WC000000C)	27539 (08-17)
27942 (01-19) (WC000414A)	27317 (01-21) (WC000422C)	14019 (09-20)
27529 (07-19) (WC000424)	27322 (08-22) (WC000421F)	27279 (08-22) (WC000419A)
27284 (06-02)A(WC430603)	27274 (11-00)A(WC430305)	

NAMED INSURED SCHEDULE

UTAH BICYCLE COALITION
DBA BIKE UTAH

FEIN: 202804553
UTAH BICYCLE COALITION
DBA BIKE UTAH

LOCATION SCHEDULE

LOC NUM 001
STATE UT
FEIN 202804553
ENTITY NONPROFIT ORGANIZATION
UNEMPLY.INS(UI)# 7420890000
NUMBER OF EMPLOYEES 2
NAME & ADDRESS UTAH BICYCLE COALITION
DBA BIKE UTAH
3500 S MAIN ST STE 106
SOUTH SALT LAKE UT 84115-4496