

RESOLUTION NO. R- 43 -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING  
A PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS ENGINEERING FOR  
CONSULTING WORK RELATED TO THE GENERAL PLAN UPDATE

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Psomas Engineering for consulting work, as set forth in Exhibit A.

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

1. The Agreement with Psomas Engineering is approved as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2<sup>nd</sup> day of July, 2024.

EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

  
Fionnuala B. Kofoed, MMC  
City Recorder



The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 2<sup>nd</sup> day of July, 2024.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☒ Rich Wood

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

  
Fionnuala B. Kofoed, MMC  
City Recorder



# *Exhibit A*

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

*This contract and all attachments are public record.*

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

Psomas

Name  
11456 Temple Dr Suite 200

Address  
South Jordan, UT 84095  
City, State ZIP

**LEGAL STATUS OF CONTRACTOR**

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

Contact Name: Chris Hupp

Phone Number: 801.597.6490

Email: chris.hupp@psomas.com

Vendor Number: 016905

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

Future Land Use Map and Water Use and Preservation Element Consulting Help

3. **CONTRACT PERIOD:**

Effective Date: 7.2.2024

**Project Completion Deadline** (Contractor will complete the Scope of Work on or before): 8.29.25

**Termination Date** (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 8.29.25

**Renewal Options** (if applicable):

**Eagle Mountain City Project Manager Signature:** Brandon Larsen, Planning Director Date: 2024.06.26 12:35:44-06'00'

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

a. Total Contract Cost: \$58,600 base cost, with time and materials  
costs not to exceed \$12,800, for a potential total of \$71,400 GL Account No: 10-32-41800-4531

b. Is this project a budgeted project: ☒ Yes ☐ No

c. Is this a fixed-price contract: ☐ Yes ☒ No

5. ATTACHMENT A: Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

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

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

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

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

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

Dated this 11 day of July, 2024.

EAGLE MOUNTAIN CITY

  
Signature

Print Name: Tom Westmoreland


Title: Mayor

ATTEST:

APPROVED AS TO FORM

  
Fionnuala B. Kofoed, MMC  
City Recorder



  
Marcus Draper  
City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR

  
Signature

Print Name: Travis Pers

Title: Vice President

## ATTACHMENT A:

### STANDARD TERMS AND CONDITIONS FOR ENGINEERING SERVICES

This is for a contract for engineering 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 Salt Lake City, 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. **INDEMNITY:** Consultant shall be fully liable for the actions of its agents, employees, officers, partners, and sub-consultants, and shall fully indemnify, defend and save harmless Eagle Mountain from all third party claims, losses, suits, actions, damages, and costs of every name and description arising out of Consultant's performance of this Contract caused by any intentionally wrongful act or negligence of Consultant, its agents, employees, officers, partners, or sub-consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of Eagle Mountain. The parties agree that if there are any limitations of the Consultant's liability, including a limitation of liability clause for anyone for whom the Consultant is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **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.

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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 for payment 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.
22. **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.
23. **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.

24. **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.
25. **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 sufficient 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.
26. **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.
27. **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 he needs him. If the work required from Consultant is due to errors in its 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.
28. **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) (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.
29. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, war, or any other event which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract for its convenience after determining such delay will prevent successful performance of this Contract.
30. **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. Notwithstanding the foregoing, Consultant may retain automatically created back-up copies of Confidential Information provided that Consultant not access or make further use of such copies. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
31. **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.
32. **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 as a result of this

Agreement. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.

33. **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.
34. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to final plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
35. **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.
36. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
37. **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.
38. **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.
39. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The parties may appoint an expert or panel of experts to assist in the resolution of a dispute. If the parties appoint such an expert or panel, the parties agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
40. **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.
41. **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.
42. **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.
43. **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.

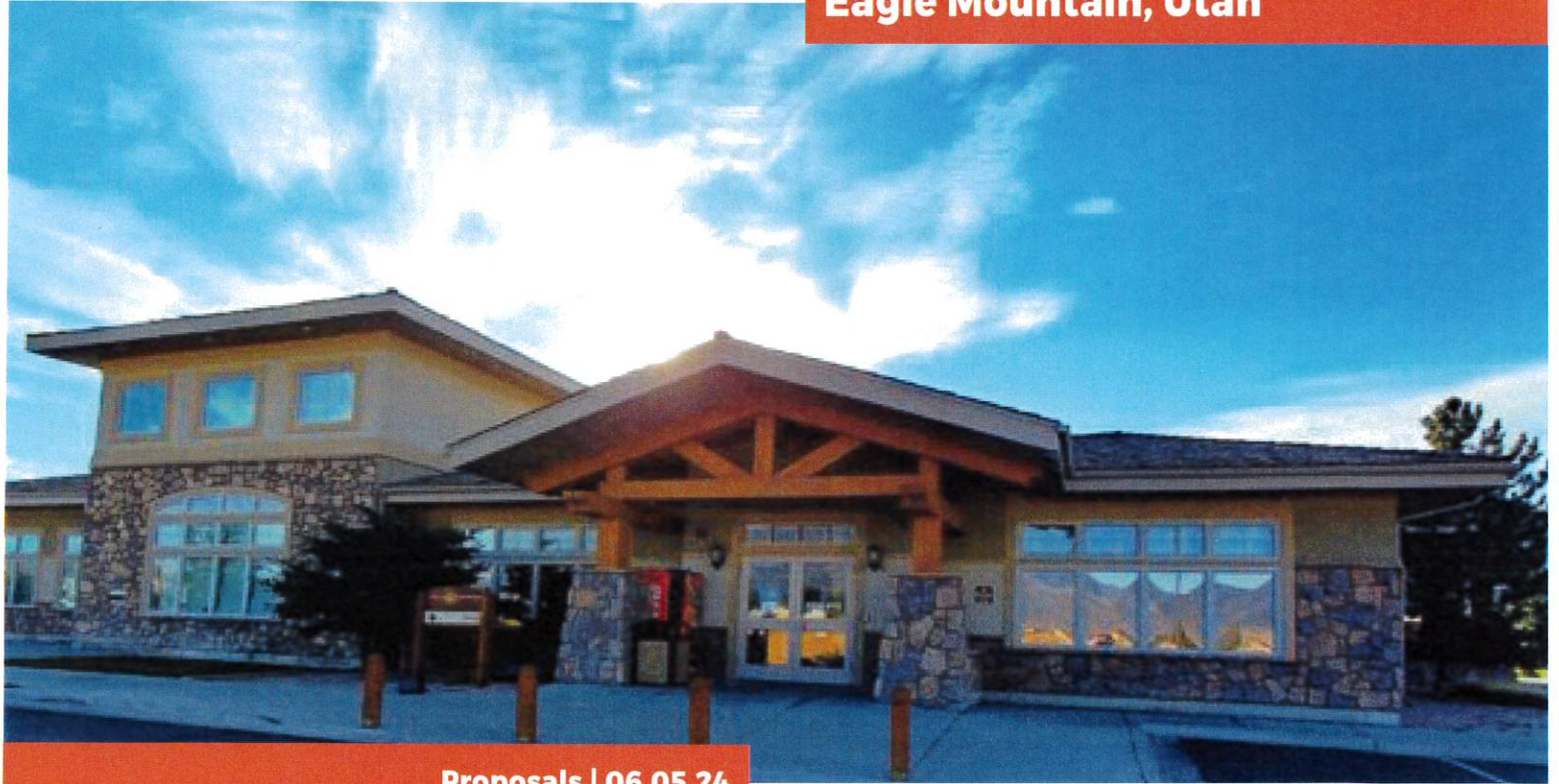
**ATTACHMENT B:**

**SCOPE OF WORK/COST SCHEDULE**



# EAGLE MOUNTAIN FUTURE LAND USE SERVICES

Eagle Mountain, Utah



Proposals | 06.05.24

**Submitted to:**  
Brandon Larsen  
Eagle Mountain Planning  
1650 Stagecoach Run  
Eagle Mountain, UT 84005

PSOMAS



# SCOPE OF WORK

We have thoughtfully reviewed the provided information for the Eagle Mountain Future Land Use Map, and crafted the following Scope of Work. This Scope of Work includes a range of services that are customized to meet the developmental and budgetary needs for the project. Our proposed Scope of Work is as follows:

## 1.0 Future Land Use Map Services

### 1.1 Kick-Off & Coordination Meetings —

- **Kick-Off** — During this meeting we will establish key issues and opportunities that affect the City, set biweekly coordination meetings, outline the public engagement plan, and tour the City to review identified potential constraints and opportunities. We will also establish the schedule, vision, and land use map adjustment needs for the city.
- **Ongoing Coordination Meetings** — Meetings will take place regularly and before major milestones to coordinate efforts and sync outcomes.

### 1.2 Existing Conditions & Stakeholder Interviews

- **Existing Conditions** — Our team will assemble and review relevant files and incorporate existing and future plans for the city including municipal plans and codes, zoning, existing and proposed land uses; transportation master plan, open space and migration corridors, sensitive land data, existing development and approved projects, and civic uses.

These files will be compiled to produce the future land use map in GIS.

- **Stakeholder Interviews** — During this task we will organize a list of critical stakeholders, including those with an interest in future development. Our engagement plan will include a broad cross-section of stakeholders from elected officials, City staff, property owners, major employers, business owners, residents, community groups, and developers. During these interviews, areas of mutual benefit, limitations to development, opportunities for growth, and future vision for the city will be identified. We will also hold zoom meetings with additional stakeholders who were not able to attend the in-person interviews.

- 1.3 **Public Engagement** — Our team will facilitate two community events which will be targeted at receiving input from a wide-reaching and inclusive demographic of the city. Each event will be facilitated by our team with heavy involvement from city staff and community leaders.







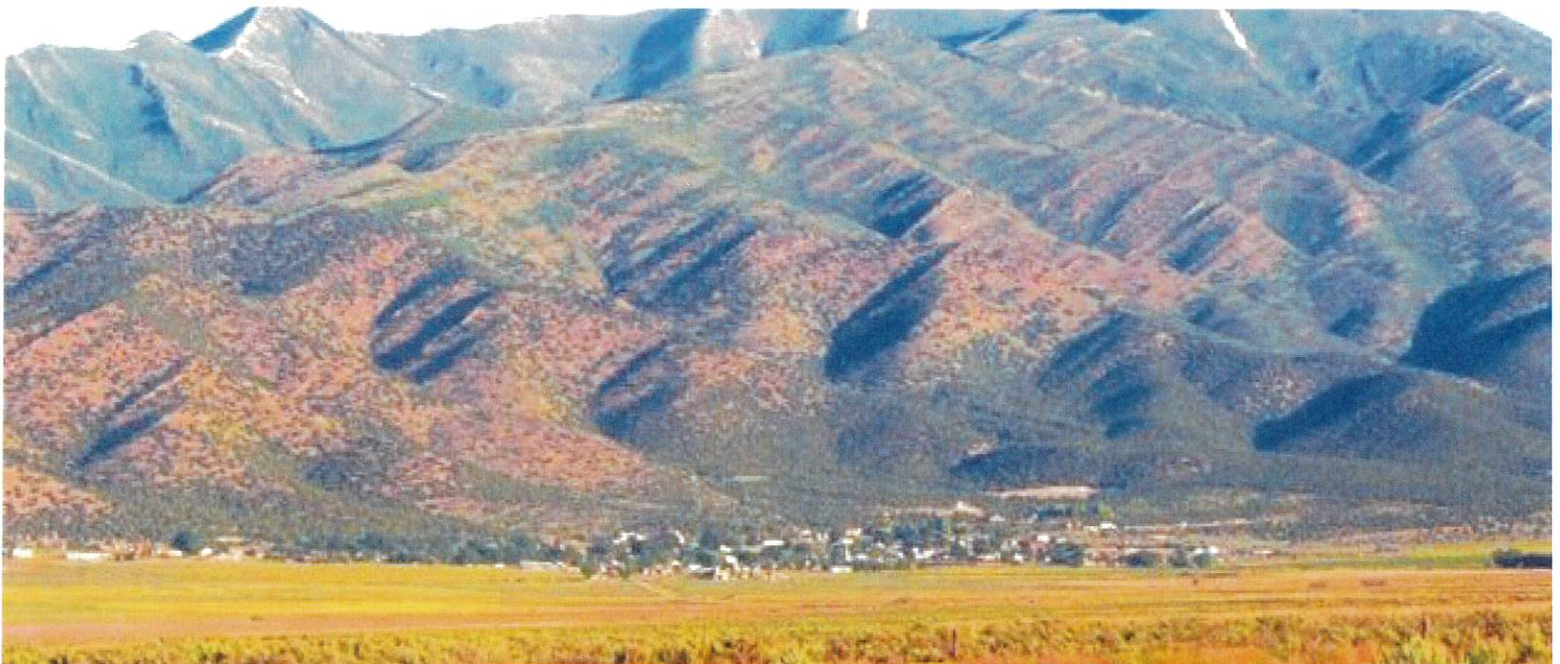
*Social Mapping Software*

These events will give residents the opportunity to share their opinions on the assets, needs, and problems of the city on maps, and through print and digital surveys. We will coordinate with the City Communications Director to market these events and will create marketing material to encourage attendance at these events. In addition to in-person public engagement, our team will facilitate digital feedback through a project website, and a social interactive mapping software that allows residents to geo-locate comments, feedback, ideas, vision, and desired improvements. We will also create online surveys, a social media campaign, messaging on the city website, and utility bills, to promote the events, mapping software, and surveys.

**1.3 Concept Design** — Based on the public engagement and stakeholder feedback received, our team will create a schematic Future Land Use Map for the city to review and comment on. This future land use map will be delivered to the city with a land use legend that corresponds with the city's existing zoning. This concept will cover the entire city, with detail in projected growth areas. It will also correspond with the town center and city center small area plans.

**1.4 Future Land Use Map** — Following the previous subtasks, our team will create a future land use map in GIS for the city to utilize as part of the general plan update. In creating the future land use map our team will look at existing and proposed approved development to establish land uses that integrate with the city's existing zoning. The land uses for this future land use map will be uniform across the city without utilizing the intricacies in development agreements, specifically unique zoning and land use designations. We will also establish land use classifications for areas not currently planned or developed within the city boundary.

■ **Deliverables** — The final deliverables will be a GIS map package with land use distinctions that conform and correlate with the city's zones, and a public engagement synopsis of the raw data.





# PSOMAS

11456 South Temple Drive  
Suite 200  
South Jordan, UT 84095  
801.270.5777

[www.Psomas.com](http://www.Psomas.com)



March 4, 2024

Re: Eagle Mountain Water Element

Attached is the scope of work for the Eagle Mountain Water Element. We are excited to help the city with a state compliant water element.

### **PROPOSED SCOPE OF WORK**

#### **Task 1: General Plan Water Element –**

- **Kick-Off** – During this meeting we will establish key issues and strengths that will need to be outlined for a state compliant water element. We will also set up a request for outstanding data that would be needed to complete the water element of the general plan. We will also establish the schedule, vision, and set bi-weekly coordination meetings.
- **Existing Conditions** – Our team will assemble and review relevant files and incorporate existing and future plans and codes for the city including municipal plans and codes, zoning, existing and proposed land uses; open space and migration corridors, sensitive land data, existing development and approved projects, and civic uses. These files will be compiled to produce the water element.
- **General Plan Water Element** – Our team will create a draft water element and send it to the city for review. Upon the city's review we will work with the state water resources department to achieve compliance of the water general plan element. This water element will contain, background, best practices, principles and effects of permitted development on water demand, existing city measures, rebate information, and implementation sub-elements.
- **Deliverable:** Water Element for the general plan in word, InDesign, and PDF format.

#### **Task 2: Supplemental Water Modeling & Data Creation –**

- Our team will evaluate current and proposed water conservation plans/strategies the City has recently implemented, and provide recommendations on water conservation practices the city could implement to reduce per capita water use in the city. These recommendations will be incorporated into the water element of the general plan
- Psomas will calculate new water use demands based on the new landscape limitations the City has adopted.

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Eagle Mountain, UT  
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Proposal for Eagle Mountain General Plan Water Element

**FEE**

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| <b>Task 1: General Plan Water Element</b>                      | <b>\$ 13,600</b> |
| <b>Task 2: Supplemental Water Modeling &amp; Data Creation</b> | <b>T &amp; M</b> |

This proposal represents a preliminary scope of work and fee based on information provided to us to date. As plans and additional information become available, our scope and fee may require revision to accommodate changes. The fee quoted is a lump sum fee.

**EXCLUSIONS**

Other services we can provide for an additional fee, but are not included in this scope of work are:

1. Entitlement support, civil engineering, and survey work
2. General Plan document creation outside of the water element
3. Public Engagement other than the kickoff meeting
4. Exhibits other than those outlined in the Scope of Work

In addition to services not specifically identified in the Scope of Work above, the following services are excluded from our scope:

1. Payment of permit, plan check, or assessment fees
2. Items not specifically identified above
3. Costs due to project delays outside the control of Psomas
4. Environmental and Geotechnical studies



Eagle Mountain, UT  
Page 3 of 3  
March 4, 2024  
Proposal for Eagle Mountain General Plan Water Element

**SCHEDULE**

Psomas will begin the work as outlined immediately upon receipt of our signed Authorization to Proceed.

I hope you find this proposal meets your needs and provides you with the necessary information to make your decision. If you have any questions or would like additional information, please feel free to call me at (801) 597-6490.

Sincerely,

**P S O M A S**



Chris Hupp  
Project Manager

CH:

**BILLING POLICY AND PROCEDURE**

The fee quoted is a lump sum fee. Invoicing will be done every four weeks based on the percent of work completed during the period. Invoices are due and payable within 30 days of receipt. Psomas reserves the right to stop work if payment is not received within 60 days of invoice receipt. Psomas will require a signed Agreement for the project and for all additional services. All project authorizations are subject to the limitations of the quoted fee for services and the published Psomas contract standards unless modified by project specific contact documents. Payment is not conditional upon execution of a full Agreement. Payment for additional requested services is not contingent upon execution of an additional services Change Order.

**AUTHORIZATION TO PROCEED**

Acceptance of this Proposed Scope and Fee, as stated above, and Authorization to Proceed with the scope of work as outlined herein is granted by:

By \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company: \_\_\_\_\_

Date: \_\_\_\_\_

Note: This Authorization to Proceed is subject to the Standards, Terms, and Conditions of an Agreement yet to be determined.

**ATTACHMENT C:**

**INSURANCE**



## EXCLUSIONS

Items not specifically identified in the above Scope of Work are excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:

- Area Plan Detailed Design
- Code and Development Standards
- Visualization Services
- Exhibits and Services, other than those outlined in the Scope of Work

In addition to services not specifically identified in the Scope of Work above, the following services are excluded from our scope:

- Payment of permit, plan check, or assessment fees
- Items not specifically identified above
- Costs due to project delays outside the control of Psomas



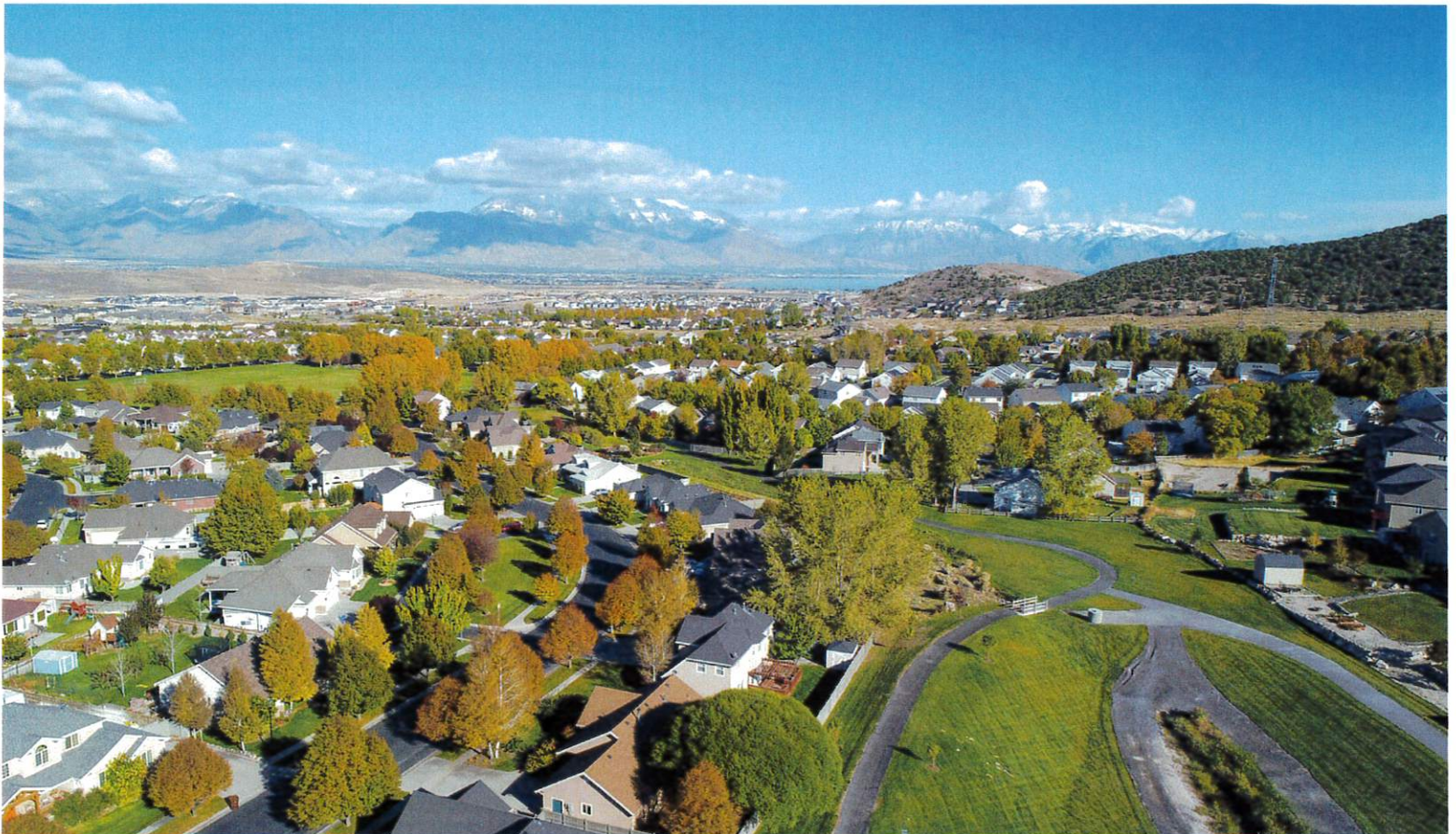


## Section B

# PROPOSED FEE

Client agrees to pay Consultant as compensation for the professional services described above. The fees outlined below delineate the cost for each task and sub-task and are developed to help the city maintain its need to be fiscally responsible to its residents.

| Task | Line Item                                    | Cost            |
|------|----------------------------------------------|-----------------|
| 1.0  | <b>Future Land Use Map Services Total</b>    | <b>\$45,000</b> |
| 1.1  | Kick-Off & Coordination Meetings             | (\$4,400)       |
| 1.2  | Existing Conditions & Stakeholder Interviews | (\$7,650)       |
| 1.3  | Public Engagement                            | (\$17,945)      |
| 1.4  | Concept Design                               | (\$4,255)       |
| 1.5  | Future Land Use Map                          | (\$10,750)      |





## PROJECT SCHEDULE

This proposal represents a preliminary scope of work and fee based on information provided to us to date. As updated site plans and additional information become available, our scope and fee may require revision to accommodate changes. If revisions, coordination, and meetings go above and beyond those outlined in this scope of work, we will bill for those items on a time and materials basis with an updated scope and not-to-exceed amount.

Psomas will begin work on the scope of work as directed by the client upon receipt of our signed Authorization to Proceed.

I hope you find this proposal meets your needs and provides you with the necessary information to make your decision. If you have any questions or would like additional information, please feel free to call me at:  
(801) 284-1362

**P S O M A S**



Chris Hupp, ENV SP, STP  
Project Manager

---

## AUTHORIZATION TO PROCEED

Acceptance of this Proposed Scope and Fee, as stated above, and Authorization to Proceed with the scope of work as outlined herein is granted by:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** This Authorization to Proceed is subject to the desired services selected on the proposed fee table, as well as the standards, terms, and conditions of a Professional Services Agreement issued by the client or by Psomas as directed by the client. This document will be prepared for client or Psomas review and approval upon receipt of Authorization to Proceed according to the scope and fee set forth in this proposal.



# 2024 FEE SCHEDULE

## Utah Region Hourly Rates - Planning, Engineering, and Surveying

|                 |                                                      |               |
|-----------------|------------------------------------------------------|---------------|
| Office Services | Administrative, Project Assistants, Interns          | \$70 - \$90   |
|                 | CAD Drafters                                         | \$65 - \$110  |
|                 | Designers and Assistant Planners                     | \$100 - \$130 |
|                 | Planners, Engineers, Landscape Architect & Surveyors | \$130 - \$150 |
|                 | Project Management, Directors, Senior Planners       | \$155 - \$210 |
|                 | Regional Managers, Principals                        | \$210 - \$220 |
| Field Services  | One-Person GPS Survey Crew                           | \$115         |
|                 | Two-Person Survey Crew                               | \$180         |
|                 | Three-Person Survey Crew                             | \$220         |
|                 | Field Engineer                                       | \$95 - \$130  |

Hourly rates for field survey crews include normal usage of electronic distance measuring equipment and survey travel vehicle expenses.

Utility Terrain Vehicle will be assessed at \$150 per day for site usage.

Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

### Reimbursable Expenses

Mileage at \$0.67 per mile (or current IRS allowable rate) and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants may be charged at cost plus fifteen percent.

### Billing Policy and Procedures

The fee quoted is a lump sum fee. Invoicing will be done every four weeks based on the percent of work completed during the period. Invoices are due and payable within 30 days of receipt. Psomas reserves the right to stop work if payment is not received within 60 days of invoice receipt. Payment for services is not conditional upon execution of full Agreement. Psomas will require a signed contract for each phase of the project and for all additional services. All project authorizations are subject to the limitations of the quoted fee for services and the published Psomas contract standards unless modified by project specific contact documents.