

## RESOLUTION NO. R-95-2024

### A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JWO ENGINEERING FOR CONSULTING WORK RELATED TO THE CREATION OF A WASTEWATER UTILITY MASTER PLAN AND UPDATED IMPACT FEE FACILITIES PLAN

#### PREAMBLE

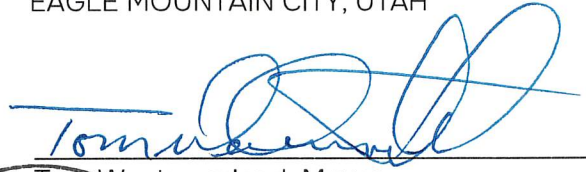
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with JWO Engineering for consulting work related to the creation of a Wastewater Utility Master Plan and updated Impact Fee Facilities Plan, as set forth in Exhibit A.

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 professional services agreement with JWO 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 3<sup>rd</sup> day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

  
Fionnuala B. Kofoed, MMC  
City Recorder



## CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3<sup>rd</sup> day of December, 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright

  
Fionnuala B. Kofoed, MMC  
City Recorder



# Exhibit A

# EAGLE MOUNTAIN CITY CONTRACT FOR ENGINEERING SERVICES

*This contract and all attachments are public record.*

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

JWO Engineering PLLC

Name

1307 N Locust Lane

Address

Provo, Utah 84604

City, State ZIP

## LEGAL STATUS OF CONTRACTOR

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

Contact Name: Jared Oldroyd

Phone Number: 801-828-7805

Email: jared@jwoengineering.com

Vendor Number: 100153

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

Wastewater Master Plan and IFFP

3. **CONTRACT PERIOD:**

**Effective Date:** December 3, 2024 **Project Completion Deadline:** April 3, 2025

**Termination Date** (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): December 3, 2025

**Renewal Options** (if applicable): N/A

**Eagle Mountain City Project Manager Signature:** Vince Hogge

Digitally signed by Vince Hogge  
Date: 2024.12.02 14:33:26 -07'00'

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

a. Total Contract Cost: \$72,435 GL Account No: 52-45-52000-4531

b. Is this project a budgeted project: ☒ Yes ☐ No Is this a fixed-price contract: ☒ Yes ☐ No

c. Does the contract need City Council approval: ☒ Yes ☐ No Date of CC approval: 12/3/2024

**Eagle Mountain City Purchasing Agent Signature:** Melissa Yates

Digitally signed by Melissa Yates  
Date: 2024.12.02 15:02:09 -07'00'

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 18 day of December, 2024.



**EAGLE MOUNTAIN CITY**

[Signature]  
Signature

Print Name: Tom Westmoeland

Title: Mayor

ATTEST:

APPROVED AS TO FORM

[Signature]  
Fionnuala B. Kofoed, MMC  
City Recorder

[Signature]  
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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

EAGLE MOUNTAIN CITY

Signature \_\_\_\_\_

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

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

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Fionnuala B. Kofoed, MMC  
City Recorder

\_\_\_\_\_  
Marcus Draper  
City Attorney

Dated this 18th day of December, 20 24.

CONTRACTOR

Signature \_\_\_\_\_

Print Name: JARED OLOFSON

Title: PRESIDENT

**ATTACHMENT A:**  
**STANDARD TERMS AND CONDITIONS FOR 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 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**



## Wastewater Master Plan Scope of Service

The scope of the project will include the following:

1. The consultant will review the City's current IFFP and note existing system design parameters.
2. The consultant will review the provided GIS mapping of the city's wastewater system and identify any additional GIS data needed.
3. Compare winter water usage billing records to estimate water volume due to indoor water demand. Use data to estimate infiltration values.
4. Evaluate wastewater treatment plant meter data. This master plan will only cover the wastewater collection system and is not intended to cover wastewater treatment.
5. The consultant will review all other data provided by the city and will determine what other data is needed for the creation of the model and master plan.
6. Using the information provided by the city, the consultant will generate a wastewater model for the city. The model will incorporate planned developments within the city and will estimate future wastewater system needs based on a full buildout scenario. This model will become the basis from which all future required system improvements will be planned.
7. Based on the results of the wastewater model, the consultant will generate a prioritized list of projects for the city's system in three categories. The first category will be improvements needed to the wastewater system within previously developed areas and roadways. The second category will be improvements to the wastewater system in undeveloped areas, if any. The third category is parts of the system that will need to be upgraded, upsized, or changed as the city grows.
8. The consultant will provide planning level cost estimates for all projects on the prioritized lists.
9. The consultant should be prepared to work closely with city staff throughout this project including but not limited to the engineering department and the public works department.
10. City staff anticipates a minimum of two internal reviews of the master plan prior to publication to ensure the document is legible, concise, and addresses issues brought up in the planning process.
11. The master plan will include an executive summary and will include all recommendations for updates and changes to any existing master plan, and other city policies as appropriate, including street cross sections, and traffic impact study requirements.
12. The master plan will also make recommendations for the implementation of all projects outlined in the master plan, as well as recommendations of alternate funding sources.
13. In addition to the master plan, the consultant will create an updated IFFP based on the first 6 years of projects as outlined in the master plan.
14. The IFFP will be provided to a separate consultant to generate an Impact Fee Analysis. Time should be included in the proposal to provide information as requested to the selected consultant as they generate the IFA.
15. The city estimates a 4-month timeframe for completion of the master plan and updated IFFP from the time of contract.



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Provo, Utah 84604  
801-828-7805

**Eagle Mountain City**

1650 East Stage Coach Run  
Eagle Mountain, Utah 84005

November 25, 2024

Subject: Proposal for the Wastewater Master Plan and Impact Fee Facilities Plan

**STATEMENT OF INTEREST AND AVAILABILITY**

JWO Engineering, PLLC is very interested in providing Eagle Mountain City with outstanding value on the Wastewater Master Plan and Impact Fee Facilities Plan project. We have teamed with AE2S on several projects for the City and plan to team with them for portions of the Wastewater Master Plan.

We demonstrated the outstanding value on several recent projects with EMC including the Filtration Project. We are available to begin work immediately on the Wastewater IFFP project. We understand the time critical nature of the schedule and commit to completing the scope of work within the City's timeframe.

Because we have assisted the City with various projects including Wastewater, Stormwater and Water System modeling assistance we feel that we have a working relationship with the city and key understanding of development issues the City is currently facing. We have completed Impact Fee Facility Plans and Impact Fee Analysis reports for Sandy Suburban Improvement District and understand the requirements set forth in the Utah code. We have also recently completed the West Service Area Storm Water and Wastewater Impact Fee Facilities Plan for Eagle Mountain.

In addition to our background with impact fee studies, we have experience with wastewater modeling software including pipe system modeling and flow routing that will be needed in analyzing the facilities and recommending improvements that should be covered by impact fees. We will prepare the IFFP to include the wastewater collection lines, lift station recommendations, and treatment plant expansion.

Thank you for the opportunity to provide this simple proposal. We would be happy to meet and present additional information on how we can provide the city with outstanding engineering value.

Sincerely,

A handwritten signature in black ink that reads 'Jared Oldroyd'. The signature is written in a cursive, flowing style.

Jared Oldroyd, P.E.  
JWO Engineering, PLLC



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## PROJECT TEAM

Jared Oldroyd, PE (President) will be the project manager and the key contact for the project. He will be directly involved in all aspects of the project as the professional engineer responsible for overseeing the work completed on the project. He is committed to being available to the project 20% with the ability to allocate additional time as overtime to meet project objectives.

Jared has decades of relevant experience including waste water master plans for large development areas, wastewater treatment plant design, impact fees facilities plans, and impact fee analysis.

Jacqelyn Lewis, PE will be coordinating with AE2S and preparing much of the masterplan report and the impact fee facilities plan. Jacqelyn is committed to being available 33% to the project.

Jacqelyn is familiar with field techniques required to collect wastewater system data safely, wastewater pipe system analysis, sizing and design, wastewater collection system modeling, use of GIS in wastewater applications, and wastewater pipe design.

Jacqelyn Lewis, PE (Planning and Fee Analysis) will also be generating the impact fee facilities plan. She will also be assisting with verification of the existing system geometry and features. JWO Engineering, PLLC uses a team approach to collect field data for safety and to provide the best results. Jacqelyn is committed to being available 40% to the project.

AE2S will compile the information provided by the city on existing and full buildout to generate the wastewater model of the collection system. The model the AE2S proposes to use to generate the model will ICM by Autodesk. Due to the cost of this software, AE2S will export the model in an EPASWWM format for the city to use without extra costs.

The model will include the setup and analysis of the existing conditions of the model to identify deficiencies in the existing system. A full buildout scenario will be generated based upon approved and in review developments and identified growth areas. As part of the full buildout analysis lidar will be used to identify areas of growth where lift stations or deep trunk lines might be necessary.

## SCOPE OF WORK

JWO Engineering, PLLC will perform the following key tasks for this project:

**1 - Existing Conditions** - JWO Engineering, PLLC will obtain information from the city on the existing condition of the wastewater collection system including but not limited to current IFFP, GIS mapping, winter water usage, and treatment plant data. We will review the city's current IFFP, noting existing system design parameters. We will determine a Level of Service for the City's existing system.

**2 - Wastewater Model** - Modeling of the wastewater collection system including flow routing and pipe capacity will be completed for the City. The modeling will include the existing system and facilities that are proposed to meet the needs of the City for the existing conditions and for projected future conditions. JWO Engineering, PLLC has previously assisted the City and modeled the city center area as well as the north area and the west area. We can culminate all of this into one single model to capture the entire city system.

**3 - Future Planning for Wastewater System** - Using the wastewater model, JWO Engineering, PLLC will generate a future facilities plan for the City's system, including upgrades within 6-year, 10-year, and 10 plus year periods. The anticipated costs for these facilities will be included along with identification of which features would be the City's responsibility to upgrade due to system deficiencies. Projects will be identified into 3 categories: improvements to existing developed areas, undeveloped areas, and upgrades to the system due to continued growth.

**4 - Wastewater Master Plan** - Using the wastewater model, JWO Engineering, PLLC will formulate a master plan for buildout conditions. The final report will include an executive summary and any updates to existing City plans or policies. The report will include recommendations for implementing projects as well as funding sources. This task will also include two internal reviews to ensure it is all inclusive and addresses issues of concern for the City.

**5 - Impact Fee Facilities Plan** - Using the future facilities plan, JWO Engineering will generate an Impact Fee Facilities Plan, identifying the needed system improvements within the next 6 years. Costs will be estimated for the system improvements and included in the final report. We will analyze capacity to determine an equivalent residential unit cost for the recommended improvements.

**6 - Final Plan Reports** - The final plan reports will be peer reviewed and presented to the City. The reports will identify the facilities needed, including current deficiencies, facilities needed for short-term growth and build-out facilities according to the current build-out estimates. The Final Report will also make recommendations for the components outlined in the project, as well as funding sources. The task will include two iterations of draft reports for city review.

\*The scope of work does not include design of the wastewater features identified or recommended in the IFFP. This scope also does not include an IFA, however, JWO Engineering, PLLC will assist a separate consultant to generate the IFA as outlined in the RFP.

## ANTICIPATED SCHEDULE

JWO Engineering, PLLC has recently completed projects for South Valley Water Reclamation Facility, Eagle Mountain City and Lehi City. As a result of these recent project completions, we



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can focus on the Impact Fee Facilities Plan project and complete it in a timely manner. We support and accept the Project Schedule as outlined in the Request for Proposal. We anticipate the following schedule and would be happy to adjust the schedule to meet the City's needs.

December 17, 2024 JWO Engineering will begin background information collection  
January 7, 2025 Project Kickoff meeting with the City  
February 4, 2025 City review of preliminary reports  
February 25, 2025 Master Plan Draft  
March 11, 2025 IFFP Draft  
March 25, 2025 Final Master Plan and IFFP

## FEE PROPOSAL

JWO Engineering, PLLC provides outstanding engineering value for our clients. Our fee proposal is attached below for your review. We feel that we have conservatively estimated the hours necessary to complete the project. The proposed fee includes our use of various modeling software packages. Model output files will be provided to the city in several formats including formats compatible with the city's existing software and freeware options.

Eagle Mountain City							
Wastewater Master Plan & IFFP Fee Proposal							
11/25/2024							
	Office / Intern	EIT / Inspection	CAD/GIS	Project Engineer	Principal	Subconsultants (CPA and Peer Review)	Totals
Hourly Bill Rate	\$ 60.00	\$ 85.00	\$ 92.00	\$ 130.00	\$ 250.00		
Task							
Task 1 Existing Conditions	8 hrs	24 hrs	16 hrs	20 hrs	8 hrs		76 hrs
	\$ 480.00	\$ 2,040.00	\$ 1,472.00	\$ 2,600.00	\$ 2,000.00		\$ 8,592.00
Task 2 Wastewater Model	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs		0 hrs
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,517.00	\$ 39,517.00
Task 3 Future Planning for Wastewater System	8 hrs	24 hrs	12 hrs	8 hrs	4 hrs		56 hrs
	\$ 480.00	\$ 2,040.00	\$ 1,104.00	\$ 1,040.00	\$ 1,000.00	\$ 150.00	\$ 5,814.00
Task 4 Wastewater Master Plan	8 hrs	8 hrs	8 hrs	16 hrs	8 hrs		48 hrs
	\$ 480.00	\$ 680.00	\$ 736.00	\$ 2,080.00	\$ 2,000.00	\$ 300.00	\$ 6,276.00
Task 5 Impact Fee Facilities Plan	8 hrs	8 hrs	4 hrs	16 hrs	8 hrs		44 hrs
	\$ 480.00	\$ 680.00	\$ 368.00	\$ 2,080.00	\$ 2,000.00	\$ 1,380.00	\$ 6,988.00
Task 6 Final Plan Reports	4 hrs	4 hrs	4 hrs	10 hrs	10 hrs		32 hrs
	\$ 240.00	\$ 340.00	\$ 368.00	\$ 1,300.00	\$ 2,500.00	\$ 500.00	\$ 5,248.00
<b>TOTAL HOURS</b>	<b>36 hrs</b>	<b>68 hrs</b>	<b>44 hrs</b>	<b>70 hrs</b>	<b>38 hrs</b>		<b>256 hrs</b>
<b>TOTAL FEE</b>							<b>\$ 72,435.00</b>

The work hours and fee for the AE2S subconsulting portion of the project (system modelling) is detailed below.





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Team Members:		Rex Carpenter	Russel Sprague	Donovan Voeller	Jacob Calhoon	Trevor Datwyler	Total Labor	Subcontractor	Subcontractor	Expenses (Mileage, Equipment, Etc.)
		Project Manager	Client Manager	Lead Modeler	Modeler	QA/QC				
Task #	2025 Hourly Billing Rate:	\$ 213.00	\$ 197.00	\$ 234.84	\$ 168.00	\$ 228.00		Lump Sum	Lump Sum	
<b>500 Model Preparation</b>										
	\$ 9,095.04									
501 Wastewater Model Data Preparation	\$ 3,031.68	2	0	2	10	2	16	0	0	0
502 LOS Criteria	\$ 3,031.68	2	0	2	10	2	16			
503 Existing Sewershed Delineation	\$ 3,031.68	2	0	2	10	2	16	0	0	0
<b>Task 500 Total Hours</b>		6	0	6	30	6	48			
<b>Task 500 Total Fee</b>		\$ 1,278.00	\$ -	\$ 1,409.04	\$ 5,040.00	\$ 1,368.00	\$ 9,095.04	\$ -	\$ -	\$ -
<b>600 Model Execution and Results Verification</b>										
	\$ 13,508.04									
601 Wastewater Flow Characterization	\$ 4,084.68	3	0	2	15	2	22	0	0	0
602 Hydraulic Model Validation	\$ 5,551.68	2	0	2	25	2	31			
603 Existing Performance Review	\$ 3,871.68	2	0	2	15	2	21	0	0	0
<b>Task 600 Total Hours</b>		7	0	6	55	6	74			
<b>Task 600 Total Fee</b>		\$ 1,491.00	\$ -	\$ 1,409.04	\$ 9,240.00	\$ 1,368.00	\$ 13,508.04	\$ -	\$ -	\$ -
<b>700 Future Growth Modeling Scenarios</b>										
	\$ 16,752.72									
701 Future Wastewater Flow Characterization	\$ 4,084.68	3	0	2	15	2	22	0	0	0
702 Future System Model Scenarios	\$ 5,551.68	2	0	2	25	2	31	0	0	0
703 Future System Performance Review	\$ 3,871.68	2	0	2	15	2	21			
704 Future System growth area Topography review	\$ 3,244.68	3	0	2	10	2	17	0	0	0
<b>Task 700 Total Hours</b>		10	0	8	65	8	91			
<b>Task 700 Total Fee</b>		\$ 2,130.00	\$ -	\$ 1,878.72	\$ 10,920.00	\$ 1,824.00	\$ 16,752.72	\$ -	\$ -	\$ -
<b>Total Project Hours per Team Member</b>		23	0	20	150	20	213	-	-	-
<b>Total Project Fees per Team Member</b>		\$ 4,899	\$ -	\$ 4,697	\$ 25,200	\$ 4,560	\$ 39,356	\$ -	\$ -	\$ 161
<b>Total Project Fee</b>		\$ 39,517								