



CLINTON CITY COUNCIL AGENDA

2267 N 1500 W Clinton, UT 84015

February 10, 2026

Live stream can be found on YouTube at youtube.com/@ClintonCityUtah

This meeting may be attended electronically by one or more members.

**Mayor
Marie Dougherty**

**City Council
Spencer Arave
Jennifer Christensen
Chris Danson
Adam Larsen
Dane Searle**

7:00 PM REGULAR COUNCIL MEETING

1. Pledge of Allegiance
2. Invocation – Councilmember Chris Danson
3. Roll Call
4. Recognition of Retiring Police Canine - Zuko
5. Recognition of New Community Emergency Response Members for 2026 (CERT)

PUBLIC INPUT

Any public member who wishes to address the Council will be allowed up to three minutes to make their presentation. According to the Utah State Code, the Council cannot vote on items not advertised on the agenda.

BUSINESS

1. Presentation from the Clinton City Victim's Advocate
2. General Plan Update Presentation by Psomas
3. Resolution 07-26, City Council Rules of Order & Procedure
4. Training, Accounting Funds and Restricted Revenues

CONSENT ITEMS

1. Approval of Minutes: January 27, 2026 City Council Work Session and City Council Meeting
2. Approval of Accounts Payable: January 2026
3. Resolution 03 -26, Update to the FY 2026 Consolidated Fee Schedule
4. Resolution 04 -26, UDOT Betterment Agreement
5. Resolution 05-26, JUB Engineering Contracts for Specific Services
6. Resolution 06-26, Zions Public Finance Contract

OTHER BUSINESS

1. Council Reports
2. Mayor's Report
3. Action Item Review

ADJOURN

**Dated this 3rd day of February 2026 /
s/Lisa Titensor, Clinton City Recorder**

- **Supporting documentation for this agenda is posted on the Clinton City website at www.clintoncity.com and on the Utah Public Notice Website www.utah.gov/pmn**
- **In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Lisa Titensor, City Recorder, at (801) 614-0700 at least 24 hours prior to the meeting.**
- **This meeting may involve electronic communications for some members of this public body. The anchor location for the meeting shall be the Clinton City Council Chambers at 2267 N 1500 W Clinton UT 84015. Elected Officials at remote locations may be connected to the meeting electronically to participate.**
- **Notice is hereby given that by motion of the Clinton City Council, pursuant to Utah State Code Title 52, Chapter 4 sections 204 & 205, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.**
- **The order of agenda items may change to accommodate the needs of the city council, staff and/or public**

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	February 10, 2026				
CONSENT AGENDA		BUSINESS AGENDA		RECOGNITION	X
PETITIONER(S):	Police Chief Shawn Stoker				
TYPE OF VOTE:	ROLL CALL		VOICE	Shawn Stoker, Joshua Rodriguez	
SUBJECT:	K9 Zuko Retirement				

FISCAL IMPACT:

SUMMARY:

RECOMMENDATION:

Retirement of Police K9 Zuko and Transfer of Ownership

This staff report recognizes the retirement of Police K9 Zuko following years of loyal and distinguished service to the Clinton City Police Department and the community. Throughout his career, K9 Zuko has played an important role in enhancing public safety through patrol operations, detection, training, and enforcement efforts.

K-9 Zuko has served alongside his handler, Detective Joshua Rodriguez, forming a highly effective and trusted K9 team. Their partnership reflects countless hours of training, dedication, and commitment to the safety and well-being of Clinton City residents.

Upon retirement from active police service, ownership of K-9 Zuko will be transferred to Detective Rodriguez in accordance with department policy and standard practice. This transfer allows K-9 Zuko to remain with the handler he knows and trusts as he transitions into a well-earned retirement. The Police Department expresses its gratitude to both K9 Zuko and Detective Rodriguez for their service and contributions to the community.

ATTACHMENTS:

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	February 10, 2026				
CONSENT AGENDA		BUSINESS AGENDA		RECOGNITION	X
PETITIONER(S):	Fire Chief Jason Poulsen, Connie Valentine (CERT Coordinator)				
TYPE OF VOTE:	ROLL CALL	N/A	VOICE	N/A	
SUBJECT:	Recognition of new CERT members for 2026				

FISCAL IMPACT:

SUMMARY:

The following individuals have completed their Certified Emergency Response Team training and will be joining the CERT Team as volunteers. CERT Coordinator Connie Valentine will introduce them to the Council.

Carol Bennett

Cordel Johns

Maxwell Starks

Vickie Andersen

RECOMMENDATION: Listen to the presentation.

ATTACHMENTS: None

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	February 10, 2026				
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION	
PETITIONER(S):	Shawn Stoker				
TYPE OF VOTE:	ROLL CALL		VOICE	Celeste Hopkins	
SUBJECT:	Victim Advocate Update Presentation				

FISCAL IMPACT:

SUMMARY:

RECOMMENDATION:

Victim Advocate Update

Celeste Hopkins, Victim Advocate, will present an update on the Victim Advocate Services Program. Clinton City participates in a shared victim advocacy program with Syracuse and Sunset cities. This presentation will provide an overview of the program, highlight annual activities and outcomes, and fulfill the annual reporting requirements associated with the program's grant funding.

ATTACHMENTS:

CLINTON CITY COUNCIL STAFF REPORT

2267 North 1500 West, Clinton, Utah 84015

MEETING DATE:	February 10, 2026			
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION
PETITIONER(S):	Chris Hupp – Psomas Peter Matson – Community Development Director			
TYPE OF VOTE:	ROLL CALL		VOICE	
SUBJECT:	Presentation - General Plan Update. Chris Hupp with Psomas (General Plan consultant).			

SUMMARY: Chris Hupp with Psomas will present a summary of the feedback and findings from public outreach. He will also provide a summary of demographic information in relation to housing and economic development.

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	February 10, 2026				
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION	
PETITIONER(S):	Mayor Marie Dougherty				
TYPE OF VOTE:	ROLL CALL	X	VOICE		
SUBJECT:	Clinton City Council Rules of Order & Procedure				

FISCAL IMPACT:

SUMMARY:

The council has discussed this topic at two previous meetings, refining the document multiple times along the way. State law requires city councils to produce rules for themselves. The rules must include a parliamentary procedure and elements of proper conduct and ethical behavior. The City Council last updated its Rules of Order and Procedure in 2017. The 2017 document contained a framework generally consistent with Robert's Rules of Order, but without much detail.

This new document takes principles from the previous document and expounds upon them, clarifying the methods and expectations. This latest draft adds transparency provisions by requiring that all ordinances have a public hearing and that the council doesn't vote on the topic the same day as the associated public hearing.

RECOMMENDATION: Adopt Resolution 06-26, approving the 2026 Clinton City Council Rules of Order & Procedure.

ATTACHMENTS: Rules of Procedure

RULES OF ORDER AND PROCEDURE

CLINTON CITY COUNCIL

Adopted February 10, 2026

Purpose

The City Council has an obligation to be clear, careful, and consistent in its procedures. Council members have a right to full and fair discussion. Both the council and the public have a right to reasonable notice to prepare and participate in the process. The City Council adheres to the legal requirements in Utah Code Annotated § 10-3 and the Open and Public Meetings Act § 52-4.

Civil Discourse

Members of the council shall conduct themselves with decorum and follow the rules. Members study the agenda packet in advance and listen carefully to the meeting participants. They engage with honesty, integrity, and respect for others. They assume good intent.

The City Council values full, candid discussion prior to making decisions. Members are encouraged to raise questions, concerns, and alternative viewpoints during work sessions and deliberation, and to ensure those perspectives are meaningfully considered. When a decision reflects the will of the majority of the governing body, it becomes the formal action of the institution. Members who disagree with the outcome retain the right to respectfully express dissenting views.

Members commit to engaging in good faith and maintaining a professional tone that preserves public trust in the process. Members shall refrain from yelling, name calling, accusations of bad faith, and critiques of others' character traits, intelligence, or appearance. Personal attacks are unbecoming representatives of the people. The chair shall rule such behaviors out of order.

Ethical Behavior

Members shall adhere to the Municipal Officers' and Employees' Ethics Act in UCA § 10-3-13 regarding such matters as gifts, disclosures, and conflicts of interest. Members shall not use their positions to secure privileges or exemptions for themselves or others.

Standard of Dress

Council members and participating staff are encouraged to wear business attire in keeping with the high-minded nature of the proceedings.

Attendance

Physical attendance at meetings is the general expectation. Members shall notify the chair as soon as possible if they cannot attend so the chair can ensure a quorum. Members shall endeavor to attend virtually if they cannot attend physically.

Meetings

The City Council meets at City Hall, 2267 North 1500 West, every second and fourth Tuesday of the month for a work session at 6 p.m., followed by a regular council meeting at 7 p.m.

Infrequently, the chair may cancel a meeting, but only if necessary, and only if the council is ensured to meet at least once in the month, per UCA § 10-3-502(1)(b). The chair may schedule a meeting for a different day and time, referred to as a “special meeting.” Any two council members together may also call for a special meeting, in accordance with UCA § 10-3-502.

Mayor as Chair

The mayor is the chair of the meetings. The mayor may fully participate in discussion and debate, but may not make motions or vote, unless there is a tie. If a council member is acting as the chair, that member shall not be deprived of voting privileges. The chair shall have the authority to govern the meeting, extend speaking privileges, and prevent misuse of any rule or obstruction of business. The chair shall constrain discussion to the specific matter or action at hand. The council may appeal a decision by the chair with a motion and affirmative vote.

Agendas

The City shall publicize regular meeting and work session agendas, with accompanying documents, seven days prior to the meeting (not counting the meeting day). The chair may allow the agenda to be amended up to 24 hours prior to the meeting. Special meetings follow the noticing requirements set forth in UCA § 10-3-502.

Work Sessions

Work sessions prepare the council for future meetings and require much less formality than regular council meetings. Work sessions ensure all considerations are brought to the surface in advance of formal action so regular meetings can focus on informed decision making rather than first-time debate. Motions are unnecessary. The mayor governs the work session and moves the agenda along, loosely extending speaking privileges and facilitating free-flowing discussion among the council and staff. The meeting is open to the public. Members of the public may observe but may not comment during the work session, unless directly asked.

Order of Work Sessions

1. Work items
2. Department head reports
3. Adjournment

Regular Council Meetings

Council meetings promote formal, action-oriented deliberation. To maximize stability, professionalism, and decorum, the City Council generally employs Robert’s Rules of Order. No

person shall enter into any commentary without being recognized by the chair. Ordinances, resolutions, and agreements coming before the council shall be in written form. In-meeting edits are read aloud or typed for viewing before the council takes a vote.

Order of Regular Business Meetings

1. Pledge of Allegiance
2. Invocation
3. Roll call
4. Special ceremonies
5. Public comment
6. Business
7. Consent items
8. Training
9. City manager report
10. Council member reports
11. Mayor's report
12. Action items
13. Adjournment

Invocation

It is not the intent of the City Council to affiliate with or express preference toward any particular faith, belief, non-belief, or denomination. The City Council recognizes and respects the diversity of religious and non-religious viewpoints among Clinton residents.

The City Council employs the use of ceremonial presentations such as the invocation for civic purposes. The purposes include providing a moment for reflection on the importance of the council's proceedings, promoting an atmosphere of civility, and showing appreciation for those who contribute to the city's well being. Participation in the invocation is voluntary. No official, employee, resident, or attendee shall be compelled to take part, or singled out for non-participation.

An invocation shall be limited to two minutes. It may include a prayer, supplication, reflective moment of silence, short solemnizing message, praise, or thanksgiving. The person offering the invocation shall not solicit gestures, such as head bowing, standing, or hand raising from those in attendance. The City does not dictate the form or content of any invocation.

Individuals who wish to be included on a future agenda to offer an invocation may submit their request via writing, electronic or otherwise, to the city recorder. Members of the public are limited to one invocation per calendar year. Council members and staff may invite members of the public to participate. They connect these individuals to the city recorder so the individuals

can volunteer if desired. If the City receives no requests, or if a volunteer fails to appear, a member of the City Council may offer the invocation, with no limit on frequency.

Public Comment

Members of the public in attendance at the City Council's regular business meeting may speak when called forward by the chair. They are allowed up to three minutes to speak on any topic germane to Clinton City or to the authority of the City Council. The chair may allow an increase or require a decrease in speaking time according to circumstances, provided that the time is consistent across a given agenda item.

Speakers shall give their name and city of residency for the record. They are prohibited from yielding their time to other speakers. All remarks and questions shall be addressed to the chair and not to any individual council member, staff member, or other person. Individuals are afforded one speaking privilege per comment period or hearing, but the chair may grant additional privileges if time permits and if other individuals have had their first opportunity.

Public Hearings

The rules for public comment apply to public hearings. The following rules also apply: Speakers are confined to the topic for which the hearing was publicized. The council does not vote on the agenda item the same day the associated public hearing takes place. All ordinances require a public hearing.

Business Items

(1) **Obtaining the floor.** Before speaking, a person must first obtain the floor; that is, the person must be recognized by the chair as having the exclusive right to be heard at that time.

(2) **Presentations.** Each business item begins with a communication or presentation directed to the chair and council: e.g., "Madam Mayor, members of the City Council." The chair calls upon the appropriate staff members or petitioners to present. Council members may not enter discussion or debate without a motion but may seek the floor to ask clarifying questions: e.g., "Mayor, a point of information, please" or "Mr. Mayor, I have a question." The chair recognizes the questioner: "Council Member Smith," who then enters the line of questioning. After obtaining the floor, council members may address staff and petitioners directly.

(3) **Discussion and debate.** After the presentation and questions, business is opened for the council's discussion or debate by the motion of a member, such as a motion to adopt, reject, postpone, etc. The member first obtains the floor: "Mr. Mayor?" The chair then

recognizes the member, "Council Member Smith," after which the member makes the motion: e.g., "I move that the council adopt Ordinance 01-26." In the alternative, the chair may ask if there is a motion.

Another member seconds the motion. If there is no second, the motion fails. If there is a second, the chair restates the question arising from the motion. The motion is then open to debate. The chair does not compel members to speak. The chair allows the member who made the motion to speak first. That member may yield the floor if he or she does not wish to speak. To protect decorum, members are not allowed to carry on debate directly with one another. They obtain the floor and direct their speeches to the chair. No one is entitled to the floor for a second time in debate on the same motion until all other members have had a first opportunity, if desired.

Once a member has obtained the floor, the member shall not be interrupted unless the chair is calling the member to order, or another member is making a point of order or privilege. A member may make a request for information from a member who has the floor: e.g., "Madam Mayor, will the council member yield for a question?" or "Mayor, I have a question for Council Member Smith." If the speaking member agrees to this kind of interruption, the asking member directs the question to the chair.

Voting

A roll call shall be taken and recorded for all ordinances, resolutions, and any action that would create a liability against the municipality. Any member may request a roll call vote. Abstentions or recusals that leave two affirmative and two negative votes create a tie, and the mayor casts a tie-breaking vote.

Consent items

Agenda items that are routine and noncontroversial among the council may be added to the consent items and voted upon in bulk after a motion and a second from the council. The chair may recognize these items individually for the staff to present or for the council to ask questions, but the items may not be amended or debated unless removed from the bundle by a motion from the council. An item that is removed becomes its own agenda item, subject to motions, debate, and voting.

Adjournment

The chair uses a single rap of the gavel. The chair adjourns a meeting if the council has reached the natural end of an agenda. If the council has voted to fix a specific time for adjournment, then the chair adjourns the meeting when that time arrives. No motion is needed. Outside these circumstances, the council may adjourn a meeting with a motion, second, and majority vote.

Making a Motion

If you want to:	Say, for example:	Interrupt speaker?	Second?	Debatable?	Vote
Bring business before the council	I move that...	No	Yes	Yes	Maj
Delay until a future meeting	I move to postpone...	No	Yes	Yes	Maj
Change the motion	I move to amend...	No	Yes	Yes	Maj
Stop talking and vote	I call for the question OR I move to end debate	No	Yes	No	2/3
Temporarily set aside an item in the meeting	I move to table...	No	Yes	No	Maj
Request help with comfort, noise, etc.	Point of personal privilege	Yes	No	No	Chair
Take a break	I move to recess	No	Yes	No	Maj
Adjourn without finishing the agenda	I move to adjourn	No	Yes	No	Maj
Set a time in advance for adjourning	I move to fix the time to adjourn at...	No	Yes	No	Maj
Call attention to a violation of the rules	Point of order	Yes	No	No	Chair
Disagree with the chair	I appeal the decision of the chair	Yes	Yes	Yes	Maj
Alter the agenda	I move to suspend the rules to...	No	Yes	No	2/3
Act outside the rules for a compelling reason	I move to suspend the rules to...	No	Yes	No	2/3
Ask a question	Point of information	Yes	No	No	Chair

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	02/02/2026			
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION
PETITIONER(S):	Cory Christensen, Finance Director			
TYPE OF VOTE:	ROLL CALL		VOICE	
SUBJECT:	Training - Accounting Funds and Restricted Revenue			

FISCAL IMPACT: None

SUMMARY: Present and discuss information regarding the city's accounting funds and restricted revenue related to the funds.

RECOMMENDATION: None

ATTACHMENTS: None

CLINTON CITY COUNCIL WORK SESSION MINUTES

Date: January 27, 2026

Time: 6:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015



Staff present: City Manager Trevor Cahoon, Public Works Director David Williams, Fire Chief Jason Poulsen, Police Chief Shawn Stoker, Recreation Director Brooke Mitchell, Community Development Director Peter Matson, Deputy Recorder Amy Durrans, and Recorder Lisa Titensor

City Council: Mayor Marie Dougherty, Councilmember Spencer Arave, Councilmember Jennifer Christensen, Councilmember Chris Danson, Councilmember Adam Larsen

CALL TO ORDER

Mayor Dougherty called the work session to order at 6:00 PM.

DISCUSSION ON THE CLINTON CITY HERITAGE DAYS NAME

Parks and Recreation Director Brooke Mitchell presented a request to consider whether the City should formally change the name of the annual event from Clinton City Heritage Days to Clinton Days. Ms. Mitchell explained that many vendors and residents already refer to the event as Clinton Days and that the request was intended to improve clarity and simplicity in marketing and communication.

The Council discussed the historical significance and community sentiment associated with the name Clinton City Heritage Days. Councilmember Spencer Arave expressed strong support for retaining the existing name, emphasizing the importance of preserving Clinton's heritage and community identity. Several Councilmembers noted that residents often shorten the name informally for convenience, not due to lack of awareness of the official name.

Councilmembers discussed the opportunity to better reflect Clinton's heritage through future programming rather than changing the name. The consensus of the Council was to retain the official name Clinton City Heritage Days, while recognizing that informal references to Clinton Days may continue in marketing materials.

CONTINUED DISCUSSION ON THE CITY COUNCIL RULES OF ORDER AND PROCEDURES

The Mayor led the Council through a detailed review of proposed administrative updates to the Rules of Order and Procedure, focusing on procedures governing City Council meetings and legislative actions. The discussion was intended to clarify expectations, improve transparency, and align City practices with state law and best practices.

Standard of Dress:

The Council reviewed proposed language encouraging business attire for Council meetings. Members agreed that the phrase “business attire encouraged” provides appropriate guidance without being overly restrictive.

Agendas and Notice Requirements:

The Council discussed revisions requiring regular meeting and work session agendas to be posted seven days in advance. Staff requested flexibility regarding posting time, and the Council agreed to remove the 5:00 p.m. deadline while retaining the seven-day requirement. Special meetings were discussed separately, with the Council emphasizing that such meetings must continue to follow Utah State Code public notice requirements.

Work Session Procedures:

The Council confirmed that work sessions are discussion-based and do not require roll call votes. The presiding officer may note attendance without a formal roll call.

Ordinances and Public Hearings:

The Council discussed procedural safeguards for ordinances, including requiring a public hearing for all ordinances and generally refraining from voting on an ordinance on the same day the public hearing is held. The Council discussed that this approach improves public participation while allowing flexibility through suspension of procedural rules when necessary.

Transparency of In-Meeting Edits:

The Council discussed that substantive edits made during meetings should be read aloud or displayed prior to a vote, so Councilmembers and the public clearly understand what is being adopted.

Consent Items:

The Council discussed terminology for routine agenda matters and reached consensus to use the term “Consent Items.”

Parliamentary Procedure:

The Council reviewed a motion chart summarizing common motions and discussed the use of a motion to adopt as a procedural tool to clearly introduce items for discussion and amendment.

Bringing Items to the Floor and Use of Motions:

The Council discussed the procedure for formally bringing agenda items to the floor for consideration. Several Councilmembers expressed initial concern that making a motion to adopt an item could be perceived as signaling support for the item before discussion occurs.

Mayor Dougherty explained that, under standard parliamentary procedure, a motion to adopt is a procedural mechanism used to formally introduce an item for discussion, debate, and amendment, and does not represent a final decision. The motion allows the Chair to clearly state the question before the Council and ensures the public understands what action is under consideration.

Councilmembers discussed that this approach improves transparency, provides clarity in the public record, and allows for amendments, substitutions, or tabling as part of the deliberative process. Councilmember Danson shared experience from regulated environments where formal motions helped clearly document deliberations and actions.

The Council expressed general agreement that using a motion to adopt as the method of bringing business to the floor is appropriate, provided the procedural intent is clearly stated and understood.

A summary of the process and procedural flow for considering agenda items during City Council meetings is as follows:

After a presentation, items are formally considered by the Council through a motion which serves as a procedural step to introduce the item for discussion. If a council member makes a motion to adopt, it does not indicate final approval or Council support until the vote is taken. Once a motion and second are received, the presiding officer states the question, at which point the item is open for Council discussion, debate, and amendment. Amendments may be proposed and acted upon prior to a final vote on the main motion. The Council may also postpone, table, or refer an item back to staff as part of the deliberative process. This approach is intended to ensure clarity for Councilmembers, staff, and the public regarding what action is under consideration while maintaining transparency and flexibility in decision-making.

DEPARTMENT HEAD REPORTS

Public Works Director David Williams reported receipt of a \$2.75 million EPA grant for sewer improvements.

City Manager Trevor Cahoon reported City office hours would be changing to 9:00 a.m. to 5:00 p.m. beginning in mid-February.

ADJOURNMENT: The meeting adjourned at 6:55 pm.

CLINTON CITY COUNCIL MEETING MINUTES

Date: January 27, 2026

Time: 7:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015



Mayor: Marie Dougherty

City Council: Spencer Arave, Jennifer Christensen, Chris Danson, Adam Larsen, Dane Searle

Staff: Police Chief Shawn Stoker, Public Works Director David Williams, Fire Chief Jason Poulsen, Parks and Recreation Director Brooke Mitchell, Treasurer Steve Hubbard, Finance Director Corey Christensen, Deputy Recorder Amy Durrans, and Recorder Lisa Titensor

Attendees: Dereck Bauer, Jon Atkin, Davis County Sheriff Candidate, Kody McGregor, FPSC, Scott & Jill Nicholson, Jaylon Gulley, Carson Moyes, Avry Tucker, Kirby Crowley, Zachary Hansen, Katie Hansen, Joe Dougherty, Allison Dougherty

CALL TO ORDER

Mayor Dougherty called the meeting to order at 7:00 PM.

Councilmember Searle provided the invocation.

ROLL CALL

Mayor Dougherty, Councilmembers Arave, Christensen, Danson, Larsen, and Searle were all present.

SPECIAL RECOGNITION

FOURTH QUARTER EMPLOYEE SERVICE AWARDS

City Manager Trevor Cahoon recognized Jamie Pengelly for fifteen years of service to Clinton City, noting her dedication to residents and customer service.

Deputy Recorder Amy Durrans was recognized for ten years of service. Mr. Cahoon highlighted her role as Court Administrator and Deputy Recorder, noting her professionalism, adaptability, and contributions to City operations.

FIRE DEPARTMENT BADGE PINNING

Fire Chief Jason Poulsen conducted a badge pinning ceremony for firefighters Ian Nicholson, Isaac Lee, and Adam Hockstein. Chief Poulsen provided background on each firefighter's training and academy performance. Family members participated in pinning the badges, followed by administration of the oath of office.

POLICE DEPARTMENT OATHS OF OFFICE

Police Chief Shawn Stoker administered the oath of office to police officers Avry Tucker, Jaylen Gulley, and Carson Moyes. Chief Stoker noted that Officer Tucker had completed POST certification and that Officers Gulley and Moyes were nearing completion. Badge pinning by family members followed the oath.

PUBLIC INPUT

John Atkin, a resident of Davis County, addressed the Council as a candidate for Davis County Sheriff. Mr. Atkin discussed his law enforcement and military background, emphasized public safety priorities, and requested the Council's consideration and support.

Cory Christensen, a Clinton City resident, addressed the Council regarding the recitation of the Pledge of Allegiance, suggesting that the phrase "one nation under God" be spoken without a pause.

BUSINESS ITEMS

1. PRESENTATION OF FIRST PROFESSIONAL AMBULANCE BILLING REPORT

Dart McGreggor and Cody McGreggor, representatives from First Professional Ambulance Billing presented an overview of ambulance billing services and revenue performance for the Clinton City Fire Department. The presentation highlighted increased average weekly revenue and projected continued growth.

Councilmember Larsen asked clarifying questions regarding the scope of billing services and whether the firm's role involved working with insurance providers to ensure appropriate reimbursement.

Councilmember Searle asked about overall collection rates compared to national averages. The presenters responded that Clinton City's collection rate is currently in the high forty percent range, exceeding the national average of approximately thirty-five percent.

Mayor Dougherty sought clarification to ensure that the concept of "maximizing revenue" referred only to appropriate and legally collectable amounts. The presenters confirmed that all billing practices comply with contractual and regulatory requirements.

2. PRESENTATION OF CLINTON CITY AUDIT FOR FY 2025

Ryan Child, CPA, of Child Richards CPAs presented the audit for the fiscal year ending June 30, 2025, reporting an unmodified audit opinion. Mr. Child reviewed key financial

statements, fund balances, and budget-to-actual comparisons, noting one state compliance item related to the General Fund balance slightly exceeding recommended thresholds.

City Manager Trevor Cahoon provided additional explanation regarding conservative revenue projections, capital planning needs, and long-term fiscal strategy.

Councilmember Danson asked whether quarterly financial reviews could be provided to the Council to improve transparency and reduce year-end uncertainty. Mr. Cahoon responded that staff is working toward providing quarterly budget-to-actual reports and projections.

Councilmember Searle asked for clarification on how the audit results should be interpreted in relation to future financial obligations and upcoming capital needs. Mr. Cahoon explained that fund balance levels reflect timing differences, deferred expenditures, and conservative budgeting rather than surplus funds without purpose.

Councilmember Christensen requested further explanation regarding the State's recommended General Fund balance threshold and what steps may be taken to bring the City within that range. Mr. Cahoon explained that excess fund balance must be tied to a specific purpose, such as capital projects, or adjusted through future budget planning.

3. YOUTH COUNCIL REPORT 2026 LEGISLATIVE PROFESSIONAL'S DAY

Youth Mayor Zac Hansen reported on his participation in the Utah League of Cities and Towns Local Officials Day at the Utah Legislature. He described learning about legislative processes, the role of the Utah League of Cities and Towns in representing municipalities and participating in a mock legislative session. He emphasized the importance of asking detailed questions when evaluating proposed legislation and understanding the broader impacts of legislative decisions.

Youth Councilmember Logan Mortensen shared reflections from participating in a mock floor debate with youth from other cities. As a member of the Clearfield High School speech and debate team, the member noted that the experience highlighted how challenging legislative decision-making can be when participants are required to analyze complex issues without prior expertise. The member emphasized the importance of humility, preparation, and careful study before voting on policy matters. The member also expressed interest in conducting mock debates within the Clinton City Youth Council to mirror City Council processes and strengthen youth engagement.

Youth Councilmember Allison Dougherty discussed observations from the legislative visit, including exposure to differing viewpoints among youth participants and how debate helped illustrate the complexity of real-world policy decisions. Ms. Dougherty noted that participating in the mock legislative process fostered a greater appreciation for collaboration, listening skills, and respectful disagreement. Ms. Dougherty expressed appreciation for the opportunity to attend and encouraged continued involvement of Youth Council members in civic education activities.

The Council thanked the Youth Council members for their participation and insights. Discussion followed regarding the value of incorporating mock debates or issue discussions into future Youth Council meetings to strengthen connections between the Youth Council and City Council processes.

4. GOVERNMENT RECORDS AND MANAGEMENT ACT (GRAMA) TRAINING

City Recorder Lisa Titensor provided training to the City Council on the Utah Government Records Access and Management Act (GRAMA). The training focused on Councilmember responsibilities related to the creation, classification, retention, and disclosure of government records.

Ms. Titensor reviewed the definition of a government record and explained that records may exist in multiple formats, including emails, text messages, electronic documents, and handwritten notes, when created or received during City business. She emphasized that records created on personal devices may still be subject to GRAMA if they relate to official City matters.

The training included a discussion of record classifications, including public, private, protected, and controlled records, and the importance of consulting with the Recorder or City Attorney when questions arise regarding classification or disclosure. Councilmembers were reminded that GRAMA establishes specific timelines for responding to records requests and that compliance is a shared responsibility between elected officials and staff.

Ms. Titensor also reviewed best practices for records management, including avoiding the use of personal email or messaging platforms for City business when possible, preserving records in accordance with approved retention schedules, and maintaining transparency while protecting confidential information.

Councilmembers asked clarifying questions regarding electronic communications, records retention, and practical scenarios that may arise during their service.

The training was informational in nature, and no action was taken.

CONSENT AGENDA

- a. Approval of Minutes:** January 13, 2026 CC Work Session; January 13, 2026 CC Meeting
- b. Approval of Accounts Payable:** No accounts payable were presented for approval at this meeting.
- c. Approval to Sell Surplus Vehicles**

Approval was requested to declare certain City vehicles as surplus and authorize their sale in accordance with City policy and applicable state requirements. Staff explained that the vehicles were no longer needed for City operations and that disposal would allow for efficient asset management.

d. Resolution 02-26, Contract Renewal for JUB Engineers

Adoption of Resolution 02-26 approving the renewal of the City's professional services contract with JUB Engineers. The contract renewal allows JUB Engineers to continue providing engineering services to the City as needed for ongoing and future projects.

MOTION: Councilmember Larsen moved to approve the Consent Items. Councilmember Searle seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Christensen, aye; Councilmember Danson, aye; Councilmember Larsen, aye and Councilmember Searle, aye.

COUNCIL REPORTS

Councilmember Spencer Arave

Councilmember Arave addressed plans for Clinton Come Back Week to increase sales for our local businesses leading up to Valentines Day February 8 – 14.. More information is available on the City website.

Councilmember Jennifer Christensen

Councilmember Christensen reported she has reached out to Community Development Director Peter Matson on how best she can serve as the Planning Commission Liaison. She and Councilmember Danson have also reached out to the Youth Council to start coordinating with them.

Councilmember Chris Danson

Councilmember Danson reported on his participation in a recent North Davis Communities That Care (CTC) meeting. He noted that updated SHARP Survey data has been released and indicated that the data will be discussed with the City Council at an upcoming meeting. Councilmember Danson also shared that Communities That Care, Parents Empowered, and Clinton FatCats are collaborating on outreach and advertising efforts focused on educating youth and families about the negative effects of alcohol consumption among youth.

Councilmember Adam Larsen

Councilmember Larsen is looking forward to attending his first meeting of the Hill Air Force Base Restoration Committee Board meeting this week.

Councilmember Dane Searle

Councilmember Searle reported that the Sewer District Superintendent has officially retired. He is also a resident of Clinton City. He has done a fantastic job representing the needs of the community.

City Manager's Report

City Manager Cahoon announced updated City Hall office hours as of February 16th, will be Monday through Friday 9:00 a.m. to 5:00 p.m., noting the information will be posted and made available to the public. He acknowledged the great work our Communications person is doing on the newsletter and website. He also noted that a few employees have plans for retirement in the near future. More information will be forthcoming.

Mayor's Report

Mayor Dougherty explained several of our business' have struggled throughout the construction on 2000 W. The Comeback Week is her idea to help encourage shoppers to return to shopping in Cinton. She gave details of some opportunities for special deals and prizes throughout the week. A flag ceremony is scheduled for February 9th at 6pm to start off the event. Details are available on the website. She asked for additional support from the rest of the Council to contact businesses to participate.

Mayor Dougherty asked for the following items to be listed as action items and brought back the end of February for review:

#1 potential for a quarterly review of our budgets.

#2 a historical analysis, going back and doing some analytics on past accuracy.

#3 a method for making the public more aware of the hot points of the results of our audit.

Councilmember Searle moved to enter a closed session pursuant to Utah Code § 52-4-204(3) for a purpose authorized under Utah Code § 52-4-205, to discuss the character, professional competence, or physical or mental health of an individual. Councilmember Arave seconded the motion.

A roll call vote was taken with the following results:

Councilmember Arave, aye;

Councilmember Christensen, aye;

Councilmember Danson, aye;

Councilmember Larsen, aye;

Councilmember Searle, aye.

The motion passed unanimously. The meeting was adjourned at 9:08 pm and the Council entered the closed session at approximately 9:15 pm.

The Council did not reconvene in open session following the closed session. No action was taken following the closed session.

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	Feb 10, 2026			
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION
PETITIONER(S):	David Williams, Bryce Wilcox			
TYPE OF VOTE:	ROLL CALL		VOICE	
SUBJECT:	Water Rate Increase for 1800 North Water Bond			

FISCAL IMPACT: \$1.44 per month increase in water rates effective March 1, 2026

SUMMARY: As a summary from the open house held in January, UDOT currently has 3 large projects that are impacting Clinton City. 2000 West Phase 1 which is just wrapping up, 1800 North which is under construction with 2 years to go, and 2000 West Phase 2 which is anticipated to go to construction in the fall of 2026.

Clinton has watermains in these UDOT projects that are a critical part of supplying water to the city. These lines are 45 years old and need to be replaced. UDOT will construct a 9-inch concrete roadway on top of our waterline which will make it very difficult and expensive to maintain or to replace in the future.

The City will be replacing their watermains as part of the UDOT construction projects. This will save the city money as UDOT will pay for all the street work and the City will pay for the water line.

Clinton City has saved over \$4 million for these water line projects, but UDOT's timing has pushed all of them together. Construction costs have also skyrocketed since 2019. Clinton City needs to bond for \$4,588,000 to complete these projects.

A public hearing for the bond was held at the Council Meeting on January 13, 2026. The Bond will come from the Utah Board Of Water Resources and will be tied to the 1800 North Waterline and Well projects.

The bond breakdown is as follows.

Utah Board of Water Resources (BWR)	\$ 3,900,000	85%
Clinton City	\$ 688,000	15%
Total	\$ 4,588,000	100%

The terms for the Bond.

- \$3,900,000 at 3.09% interest for 15 years.
- Clinton city is required to deposit with BWR \$172,000 as BWR deposits their funding in March 2026, September 2026, March 2027, and September 2027
- Annual payments of \$356,000 will be due January 1 beginning in 2028.
- Interest only payment will need to be made January 1, 2027 for funding withdrawn in 2026. We have estimated this amount at \$46,000.

Bond Repayment

The annual \$356,000 payment beginning January 2028 will be covered by a water rate increase. For the 7,100 water connections in Clinton city, this will amount to a monthly water rate increase of \$4.18 per connection. The city council previously raised the water rate by \$2.74 per month in July 2025. An additional increase of \$1.44 per month is still needed.

Clinton City is required to deposit with the BWR \$344,000 annually until our repayment begins. We will be using the \$4.18 per month increase to make this deposit.

Just for your information, the Weber Basin Water Conservancy District increased their costs to Clinton for 2026. That increase required a \$1.00 per connection increase in water rates in July 2025. Weber Basin will increase rates again next year that will require an additional increase of approximately \$1.00 in July 2026.

RECOMMENDATION: That council modify the FY 2026 Fee Schedule and increase the water rates by an additional \$1.44 per month beginning March 1, 2026 to cover the cost of the Utah Board of Water Resource Bond

ATTACHMENTS: Map of waterlines impacted by UDOT and Consolidated Fee Schedule

UTILITY FEES ASSESSED BY THE CITY

Water Residential / Commercial

FEE	AMOUNT
Customer Initialization Fee est. 2012	\$ 20.00
Residential Deposit est. 2003	\$ 70.00 per connection
Commercial Deposit est. 2001	\$ 100.00 per connection
Service within Clinton Limits	
Up to 2,000 gallons per month est. 2025	\$24.74 \$26.18 per ERU per Month
3000 gallons per month	\$25.53 \$26.97 per ERU per Month
4,000 gallons per month	\$26.32 \$27.76 per Month
5,000 gallons per month	\$27.17 \$28.61 per Month
6,000 gallons per month	\$28.02 \$29.46 per Month
7,000 gallons per month	\$28.93 \$ 30.37per Month
8,000 gallons per month	\$29.84 \$31.28 per Month
9,000 gallons per month	\$30.82 \$32.26 per Month
10,000 gallons per month	\$31.80 \$33.24 per Month
11,000 gallons per month	\$33.90 \$35.34 per Month
12,000 gallons per month	\$36.16 \$37.60per Month
13,000gallons per month	\$38.59 \$40.03 per Month
14,000 gallons per month	\$41.20 \$42.64 per Month
15,000 gallons per month	\$44.01 \$45.45 per Month
16,000 gallons per month	\$47.03 \$48.47 per Month
17,000 gallons per month	\$50.28 \$51.72 per Month
18,000 gallons per month	\$53.77 \$55.21 per Month
19,000 gallons per month	\$57.52 \$58.96 per Month
<= 20,000 gallons per month	\$61.55 \$62.99 per Month plus \$5 per additional 1,000 gallons
Service outside of Clinton Limits	
Up to 2,000 gallons per month est. 2026	\$25.74 \$27.18 per ERU per Month
3000 gallons per month	\$26.53 \$27.97 per ERU per Month
4,000 gallons per month	\$27.32 \$28.76 per Month
5,000 gallons per month	\$28.17 \$29.61 per Month
6,000 gallons per month	\$29.02 \$30.45 per Month
7,000 gallons per month	\$29.93 \$31.37 per Month
8,000 gallons per month	\$30.84 \$32.28 per Month
9,000 gallons per month	\$31.82 \$33.26 per Month
10,000 gallons per month	\$32.80 \$34.24 per Month
11,000 gallons per month	\$34.90 \$36.34 per Month
12,000 gallons per month	\$37.16 \$38.60 per Month
13,000gallons per month	\$39.59 \$41.03 per Month
14,000 gallons per month	\$42.20 \$43.64 per Month
15,000 gallons per month	\$45.01 \$46.45 per Month
16,000 gallons per month	\$48.03 \$49.47 per Month
17,000 gallons per month	\$51.28 \$52.72 per Month
18,000 gallons per month	\$54.77 \$56.21 per Month
19,000 gallons per month	\$58.52 \$59.96 per Month
<= 20,000 gallons per month	\$62.55 \$63.99 per Month plus \$5 per additional 1,000 gallons
The \$4.18 total increase implemented in July 2025 and March 2026 will sunset at the time of full bond repayment.	
Water Special Service	
Shut-Off Fee est. 2010	\$ 35.00 (\$ 10.00 suspended if paid in full)
After Hours Turn On est. 2010	\$ 35.00

On/Off fee for inspections est. 2015	\$ 35.00
Lien Origination Cost est. 2010	\$ 175.00
Removal of Lien est. 2010	\$ 50.00
Removal of Non-Compliance est. 2010	\$ 50.00
Water Construction/Dust Control	
Residential Subdivision est. 2009	\$ 65.00 / acre or portion thereof / month
Commercial Development	
Hydrant Meter Deposit est. 2009	See Water Temporary Connections Below
Monthly Meter Reading	See Residential Rates

CLINTON CITY, UTAH



RESOLUTION NO. 03-26

A RESOLUTION AMENDING THE FY 2026 CONSOLIDATED FEE SCHEDULE TO INCREASE WATER RATES FOR THE 1800 NORTH WATERLINE AND WELL PROJECTS

WHEREAS, Clinton City owns and operates a municipal culinary water system; and

WHEREAS, UDOT roadway projects, including the 1800 North project, impact critical City water infrastructure that is approximately forty-five (45) years old and in need of replacement; and

WHEREAS, Clinton City is financing a portion of the waterline and well improvements through a Utah Board of Water Resources bond, and water rates must be adjusted to fund the City's repayment obligations; and

WHEREAS, the City Council finds that amending the Consolidated Fee Schedule is necessary to ensure the continued operation and financial stability of the City's water system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CLINTON CITY, UTAH:

1. Fee Schedule Amendment. The FY 2026 Consolidated Fee Schedule is hereby amended to increase water rates by \$1.44 per month per connection, as set forth in Attachment A, which is incorporated herein by reference.
2. Purpose of Increase. The water rate increase is adopted for the purpose of funding repayment obligations associated with the Utah Board of Water Resources bond for the 1800 North Waterline and Well Projects.
3. Effective Date. The amended water rates shall become effective March 1, 2026.
4. Administrative Authorization. The City Manager and Finance Director are authorized to take all necessary administrative actions to implement this resolution and update the City's fee schedules accordingly.

PASSED AND ADOPTED this 10th day of February, 2026.

CLINTON CITY COUNCIL

ATTEST

Mayor

City Recorder

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	Feb 10, 2026			
CONSENT AGENDA	x	BUSINESS AGENDA		RECOGNITION
PETITIONER(S):	David Williams, Bryce Wilcox			
TYPE OF VOTE:	ROLL CALL		VOICE	
SUBJECT:	SR-108 Betterment agreement for design of culinary waterline.			

FISCAL IMPACT: \$22,318.30 from the water fund

SUMMARY: We are working with UDOT on the design of the next phase of 2000 W from 2000 N to the Clinton/Roy border. This project is expected to go out to bid this fall for the construction to start next spring.

Clinton City is planning to replace our waterline throughout the entire project beginning this spring. A portion of this waterline conflicts with UDOT’s project so they will replace this portion as part of their project.

We have asked UDOT to include the southern portion of this waterline and the crossing at 2300 N into their project, giving us a clear starting point on the north end for our project. This lets us avoid potential costly utility conflicts and difficult areas to install the waterline on our own. There are high pressure gas lines in the area, utilities that need to be moved first and crossing of the entire width of 2000 W.

This betterment agreement is for the design work for the waterlines that UDOT will replace for Clinton City.

RECOMMENDATION: That council enter into this betterment agreement for SR-108 (2000 W phase 2 north) for design of the culinary waterline.

ATTACHMENTS: Agreement including map and cost breakdown.



Clinton City Cost Estimate Betterment Agreement	Betterment Description: 1. Design Culinary Water Betterment	Estimated Cost for Betterment \$22,318.30
PIN: 11479 FINET/CID: 71791	Project Number: S-0108(408) Project Name: SR-108; SR-39 to 4275 South	Agreement Number <hr/> Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, (“UDOT”), and Clinton City a political subdivision of the State of Utah, (“**Local Agency**”).

Subject to the attached provisions, UDOT will include the following betterment work items into the above referenced Project as shown in the preliminary design sheet marked “Exhibit A”, that is incorporated by reference. Upon signing this Agreement, the Local Agency agrees that the costs shown below are estimates only and the Local Agency is responsible for paying all actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

Detailed Description of Betterment Work:

Bid Item No.	Description	Estimated Cost
1	Design Culinary Water Betterment-cost detail is shown in “Exhibit B”, that is incorporated by reference.	\$22,318.30
Total Estimated Cost of Betterment Work		\$22,318.30

The total estimated cost of the betterment work shall be advanced / deposited with UDOT prior to advertising / procurement of the Project. The Local Agency shall make payments within 30 days of receiving an invoice from UDOT. The Local Agency shall deposit the amount with UDOT’s Comptroller’s Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

In the event the actual betterment costs are higher, the Local Agency shall pay the additional amount required within 30 days of receiving an invoice from UDOT. In the event the actual betterment costs are lower, UDOT will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.



Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

The Local Agency desires to include the betterment work items described herein in the project contract work.

UDOT will include the Local Agency's requested betterment work in the project contract provided that the Local Agency pay the actual additional costs and UDOT's project will not be delayed because of the betterments. No betterments will be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer or appropriate representative to correct or clarify issues during the betterment design and construction to perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and / or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's contractor unless authorized in writing to do so. UDOT's contractor will accomplish the work covered herein on the Local Agency's facilities in accordance with the plans and specifications provided by the Local Agency, including changes or additions to the plans and specifications which are approved by the parties.

The Local Agency, through its inspection of the work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of the facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency, access for maintenance and servicing of the Local Agency facilities located on UDOT's right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain the permit

and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing.
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.
- d. Upon satisfactory completion of the provisions of this Agreement.

III. Payment and Reimbursement to UDOT:

The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any



cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

IV. Change in Scope and Schedule:

The Local Agency recognizes that if its project scope or schedule changes from the terms of this Agreement, Local Agency will notify the UDOT Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a signed written modification to this Agreement is required prior to the start of work on the changes or additions.

V. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

All work of the Company that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Company shall at all times comply with the Telecommunications Laws. The Company hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Company and UDOT, the Company hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Company shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction

determines that the Company or its associates is not in compliance with the Telecommunications Laws, the Company agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

VI. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement may be executed in counter parts by the parties.

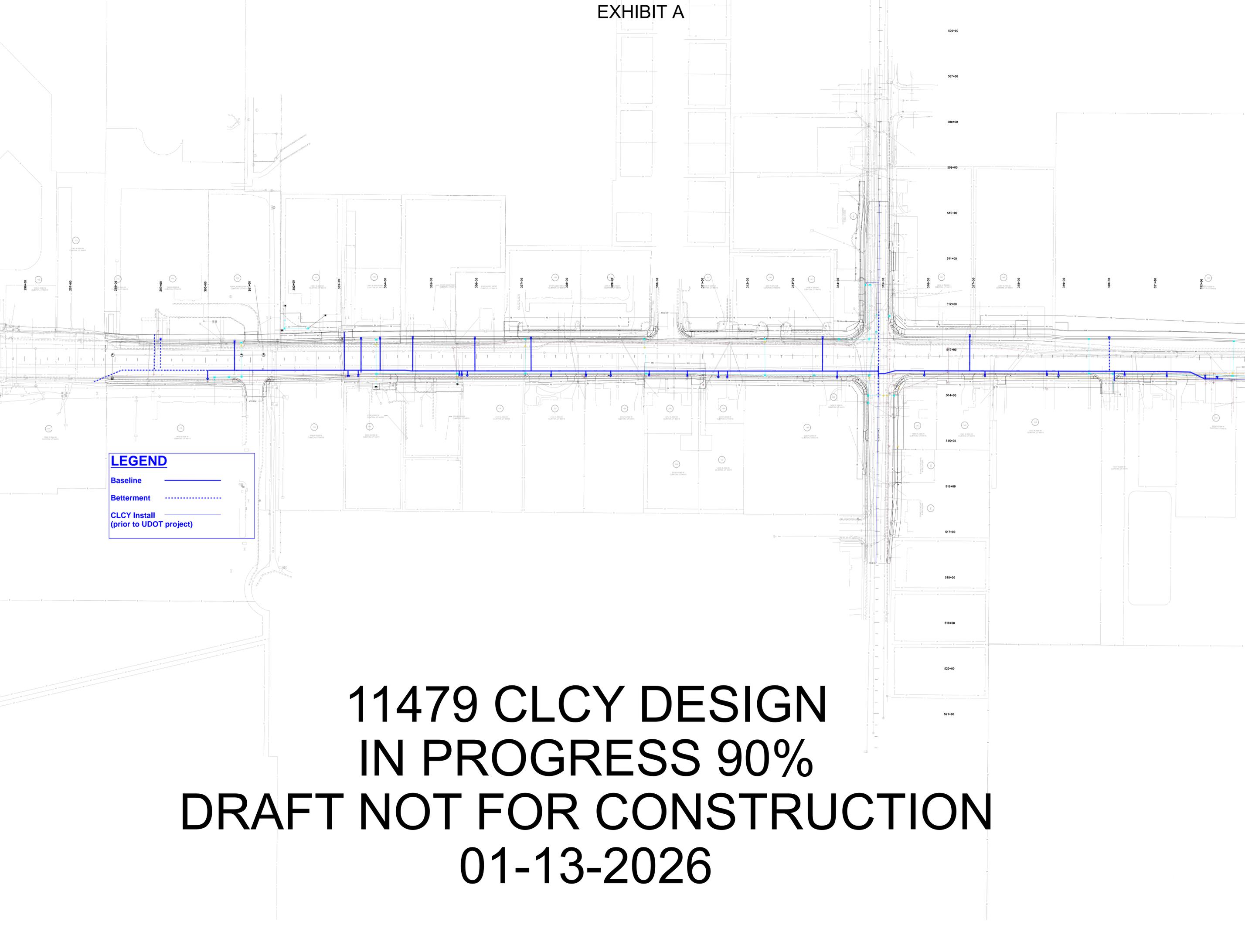
Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.



Project No. S-0108(408); Weber County
 Project Name: SR-108; SR-37 to 4275 South
 Clinton City
 CID No. 71791 PIN 11479

Local Agency			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of Official			Project Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By		Date	By		Date
Title/Signature of additional official, if required			Comptroller's Office		



LEGEND

- Baseline ———
- Betterment - - - - -
- CLCY Install (prior to UDOT project)

**11479 CLCY DESIGN
IN PROGRESS 90%
DRAFT NOT FOR CONSTRUCTION
01-13-2026**

EXHIBIT B



**DAVID EVANS
AND ASSOCIATES INC.**

**Utah Department of Transportation
SR-108; SR-39 to 4275 South
PIN 11479**

Utah Department of Transportation SR-108; SR-39 to 4275 South PIN 11479	Project Manager	Engineer IV	EIT	Project Coordinator	TOTAL	TOTAL LABOR
Rate	\$254.45	\$182.41	\$127.23	\$125.69	HOURS	DOLLARS
3U2 - Initial Design Utility Coordination						
Contract setup, invoicing, accounting				5	5	\$628.47
Manage the project scope, schedule and budget	4				4	\$1,017.81
Meet monthly with utility companies to review latest design	4	4	4		12	\$2,256.36
					0	\$0.00
Hours Subtotal	8	4	4	5	21	\$3,902.64
3U4 - Complete Utility and Railroad Design						
Design all horizontal and vertical ties		8	12		20	\$2,985.99
Develop preliminary utility plan sheets		8	12		20	\$2,985.99
Coordinate design with utility owner	4	4	4		12	\$2,256.36
Quality checking of documents	4				4	\$1,017.81
					0	\$0.00
					0	\$0.00
Hours Subtotal	8	20	28	0	56	\$9,246.15
4U3 - Complete Utility & Railroad Plans & Documents						
Complete utility relocation plan sheets	4	6	18		28	\$4,402.35
Complete utility relocations details		8	18		26	\$3,749.35
Quality checking of documents	4				4	\$1,017.81
Hours Subtotal	8	14	36	0	58	\$9,169.51
Subtotal						
Subtotal	0	0	0	0	0	\$0.00
TOTAL DEA LABOR	24	38	68	5	135	\$22,318.30
DEA EXPENSES						
Mileage @ \$0.700/mile						\$0.00
Supplies (field work, copies)						\$0.00
Subtotal-Expense	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
TOTAL DEA COST	\$6,106.87	\$6,931.55	\$8,651.41	\$628.47		\$22,318.30

CLINTON CITY, UTAH



RESOLUTION NO. 04-26

A RESOLUTION AUTHORIZING A BETTERMENT AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF A CULINARY WATERLINE ASSOCIATED WITH THE SR-108 (2000 WEST) PROJECT

WHEREAS, the Utah Department of Transportation (“UDOT”) is undertaking the SR-108; SR-37 to 4275 South roadway project, Project No. S-0108(408), PIN 11479; and

WHEREAS, Clinton City desires to coordinate culinary waterline improvements within the project area to avoid utility conflicts and improve project efficiency; and

WHEREAS, UDOT has agreed to include the design of a portion of the City’s culinary waterline as a betterment to the project, with the City responsible for all actual costs; and

WHEREAS, the estimated cost of the design betterment is \$22,318.30, to be paid from the City’s Water Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE CLINTON CITY COUNCIL:

1. The Clinton City Council approves the Betterment Agreement with UDOT for the design of a culinary waterline associated with the SR-108 (2000 West) project.
2. The Mayor is authorized to execute the Betterment Agreement and any related documents necessary to carry out the intent of this Resolution.
3. The City authorizes payment of the estimated betterment cost of \$22,318.30, subject to adjustment based on actual costs incurred, from the Water Fund.
4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Clinton City Council this 10th day of February, 2026.

CLINTON CITY COUNCIL

ATTEST:

Mayor

City Recorder

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	Feb 10, 2026			
CONSENT AGENDA	X	BUSINESS AGENDA		RECOGNITION
PETITIONER(S):	David Williams, Bryce Wilcox			
TYPE OF VOTE:	ROLL CALL		VOICE	
SUBJECT:	Engineering contracts for various projects			

FISCAL IMPACT:

Well Project: \$527,000 (\$263,500 from Bureau of Reclamation Drought Resiliency grant and \$263,000 from Water Impact fees)

2000 West Waterline Project: \$420,000 (\$210,000 from EPA STAG grant and \$210,000 from waterline ductile iron replacement funding)

Transportation Master Plan: \$110,000 (\$90,000 from UDOT TPA grant and \$20,000 from Transportation Impact fees)

1800 North Waterline Project: \$50,000 from Bond from Utah Board of Water Resources

SUMMARY: Clinton City’s work with J-U-B Engineers is normally covered under the general services contract. A new general services contract with J-U-B was signed at the last council meeting. There are times when a contract for a specific project is needed. These specific contracts may be required by the project size, complexity, or funding agencies.

The Bureau of Reclamation, EPA, UDOT, and the Utah Board of Water Resources have recently asked that we do specific project contracts for the projects they are funding. We are bringing those contracts to the City Council for approval. These contracts are using the same terms and conditions as approved in the General Services agreement recently signed.

These 4 contracts are summarized as follows:

Well Project:

Design engineering and construction management for a new drinking water well, well house/booster, and water tank. This project is 50% funded by the Bureau of Reclamation. The contract amount is \$527,000.

2000 West Waterline Project:

Design engineering and construction management for a waterline replacement on 2000 West from 2050 North to the Roy Border. This project is 50% funded by the EPA STAG

program. The contract amount is \$420,000.

Transportation Master Plan:

Develop a 2050 Transportation Master Plan (TMP), Capital Improvements Plan (CIP), and Active Transportation Plan (ATP) for Clinton City. The project is 81% funded by the UDOT Transportation Planning Assistance (TPA). The contract is \$110,000.

1800 North Waterline Project:

Construction oversight assistance for UDOT's replacement of the 1800 North waterline and the bond through the Utah Board of Water Resources. This project is included in the bond for the waterline. The contract amount is \$50,000.

RECOMMENDATION: That council approve the Well Project contract, 2000 West Waterline Project contract, Transportation Master Plan contract, and 1800 North Waterline Project contract with J-U-B Engineers.

ATTACHMENTS: Contracts



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 55-24-125
J-U-B Project Manager: Wilcox

This Agreement entered into and effective this 10 day of February 2026, between Clinton City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Develop a 2050 Transportation Master Plan (TMP), Capital Improvements Plan (CIP), and Active Transportation Plan (ATP); hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Trevor Cahoon</u>	Work telephone	<u>801-614-0700</u>
	Address	<u>2267 North 1500 West</u>	Home/cell phone	<u></u>
		<u>Clinton, UT 84015</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>tcahoon@clinton.utah.gov</u>

For J-U-B:

1.	Name	<u>Bryce Wilcox</u>	Work telephone	<u>801-547-0393</u>
	Address	<u>466 N 900 W</u>	Cell phone	<u>801-725-5002</u>
		<u>Kaysville, UT 84037</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>bwilcox@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B’s services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Clinton City: Transportation Master Plan

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Clinton City

NAME
2267 North 1500 West

STREET
Clinton, Utah 84015

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
466 North 900 West

STREET
Kaysville, Utah 84037

CITY / STATE / ZIP CODE

BY (Signature)
Bryce Wilcox / Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

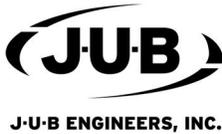
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Clinton Transportation Master Plan

CLIENT: Clinton City

J-U-B PROJECT NUMBER: 55-24-125

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

AGREEMENT DATED: 2/10/2026; or

AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Clinton City would like to develop a visionary and actionable 2050 Transportation Master Plan (TMP), Capital Improvements Plan (CIP), and Active Transportation Plan (ATP). The TMP is intended to provide a comprehensive, long-term transportation vision for the City and will serve as a guiding document for improvements to local and regional roadways and multi-modal transportation networks. The central purpose of the TMP is to develop a transportation system that accommodates new and existing development, provides safe and efficient access for all ages and abilities, and promotes public health and quality of life.

The TMP will allow the City to become more strategic with existing and future transportation network investments and improve mobility, access, and utilization while considering vehicular and pedestrian safety, convenience, and general access needs. The TMP will also recognize evolving technology and future trends in transportation systems.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task A: Project Management, Administration and Meetings

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant (QC Data) activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend three (3) client milestone meetings to with City Staff including representatives from Public Works and other key City stakeholders (UDOT, UTA, adjacent Cities, Davis County, Trails Foundation of Norther Utah, and others) assigned to help guide the TMP. In addition, track and report project status and discuss specific tasks/deliverables, along with submittal of TPA funding TPA to UDOT.

8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

B. Task B: Data Collection/Review

1. Prepare a Data Collection Plan to identify data collection needs and discuss it at the first proposed meeting.
2. Once the data collection needs have been defined, data will be collected from readily available sources (UDOT- PeMS, ATSPM; City counts, land use; WFRC land use and Socio-economic data) and then reviewed and evaluated to determine operational conditions and provide an updated inventory of transportation related public facilities.
3. Subconsultant QC Data will collect AM and PM peak hour intersection turning movement counts at up to eight (8) locations:
 - a. 2300 North / 1000 West
 - b. 2300 North / 1500 West
 - c. 2300 North / 3000 West
 - d. 1300 North / 3000 West
 - e. 1300 North / 1500 West (potential roundabout)
 - f. 1300 North / 1000 West
 - g. 800 North /1500 West
 - h. 800 North / 3000 West
 - i. 2425 North / 4500 West
4. Subconsultant QC Data will collect 24-hour ADT counts at up to twelve (12) locations:
 - a. 2300 North (2 count locations)
 - b. 1500 West (2 count locations)
 - c. 1000 West (2 count locations)
 - d. 800 North (2 count locations)
 - e. 1300 North (2 count locations)
 - f. 3000 West (2 count locations)
5. Review the City's road design and construction standards, then recommend updates as necessary.
6. Document data in ESRI Arc GIS compatible format that can be included in the Clinton City geographic information system (GIS).
7. Collect five (5) years of crash data and perform analysis.

C. Task C: Existing and Future System Demands/Projections

1. Identify anticipated residential or commercial developments and growth projections.
2. Review City's adopted land-use and zoning maps and compare that data to WFRC Traffic Analysis Zones (TAZs).
3. Develop a baseline scenario that represents existing development patterns. The update of socio-economic data (households, employment, and population) will be completed in collaboration with Clinton City.
4. Generate GIS maps to illustrate the baseline.
5. Develop a travel demand model for Clinton City that reflects existing and future land use and a transportation network. The model will be based upon the Wasatch Front Regional Council (WFRC) 2050 Travel Demand Model, but updated to reflect project specific conditions within Clinton City.

D. Task D: Roadway Capacity and Operations/Traffic Management Strategies

1. The current roadway cross sections will be analyzed to identify the necessary capacity to provide mobility for existing and long-term growth. A map will be generated to show the volume to capacity ratios. The following priorities will be considered and incorporated in the TMP:
 - a. Determine capacity of existing and future roadways.

- b. Evaluate existing and future Level of Service (LOS) on arterial and collector streets by segment.
2. Re-evaluate the same eight (8) key intersections evaluated in existing conditions to identify future intersections improvements and LOS. Intersection analyses will be completed for key intersections identified by the City. Future locations for traffic signals and other intersection types will be identified and included in TMP.
3. Develop a baseline scenario that represents existing development patterns. The update of socio-economic data (households, employment, and population) will be completed in collaboration with Clinton City.
4. Develop a multi-modal transportation network throughout the City that provides local and regional connectivity. Plan for consistency of the roadway configuration on roadways linking Clinton to adjacent cities.
5. Prepare new or revise existing street cross sections that provide for multi-modal transportation elements.
6. Develop cross sections based upon Complete Street principles that maintain adequate traffic flow for existing and future conditions.
7. Collaborate with WFRC to accommodate identified multi-modal corridors and City gateway accesses in the future Regional Transportation Plan.
8. Update the Trails Plan map to reflect City and stakeholder priorities, current conditions, and adopted General Plan recommendations.
9. Develop Access Management Plan for major corridors, with maps.
10. Develop Traffic Impact Study guidelines.
11. Update roadway standards (cross sections), roadway classifications and traffic calming measures.
12. Coordination: Include UDOT, Davis County, Trails Foundation for Norther Utah and adjacent Cities so we can develop an ATP that has seamless connections to adjacent communities and fits within the Utah's Statewide Trails Plan and Vision.

E. Task E: Determination of Future Projects to Accommodate Growth

1. The existing and future roadway functional classification will be identified and illustrated.
2. A phased CIP will be developed to address existing and future mobility and access needs of Clinton City).
3. The transportation network will be configured to meet level of service (LOS D).
4. Public Engagement: Public engagement and feedback are a key factor in determining the connectivity, gaps and usage of AT facilities. Utilize one (1) public open house and other GIS tools for gathering the feedback to develop the recommendations.

F. Task G: Capital Improvement Plan

1. The CIP will evaluate the existing transportation network throughout the city and propose phased future project needs. The CIP will identify estimated program level project costs and potential funding opportunities for corridor and spot (intersection and traffic calming) improvements.
2. Safety Projects (spot and corridor) will be identified along with railroad crossing and need for specific studies will be recommended.
3. These Projects will be vetted with the Public in an Open House and feedback will be gathered.

G. Task H: Preparation of TMP Report

1. Prepare a TMP report that is tailored to the City's unique vision and priorities. Provide comprehensive technical writing in the TMP to clearly articulate the plan's findings, recommendations, and implementation strategies in a format that is accessible and engaging for all stakeholders.
2. Collaborate with City staff to develop concept cost estimates for the roadway improvements identified in the CIP. This will help ensure your Capital Improvement Plan is financially feasible and aligns with available resources.
3. Provide grant funding and project implementation support to the City in securing the necessary funds and successfully bringing the City's transportation vision to life.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. List of 10 Key Intersections
 - 2. New Development Site Plans and Traffic Studies
 - 3. Street Cross Sections/Standards
 - 4. UDOT I-15 Travel Demand Model Request

- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Project Website
 - 2. More Detailed Cost Estimates
 - 3. Additional Public Engagement Services

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 - 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

- B. **Period of Services**
 - 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
A	Project Management, Administration and Meetings	Time and Materials (Estimated Amount Shown)	\$10,400	Concurrent with work progress (See Schedule)
B	Data Collection/Review	Time and Materials (Estimated Amount Shown)	\$17,000	Concurrent with work progress (See Schedule)

C	Existing and Future System Demands	Time and Materials (Estimated Amount Shown)	\$20,400	Concurrent with work progress (See Schedule)
D	Roadway Capacity and Operations/Traffic Management Strategies	Time and Materials (Estimated Amount Shown)	\$22,200	Concurrent with work progress (See Schedule)
E	Determination of Future Projects to Accommodate Growth	Time and Materials (Estimated Amount Shown)	\$9,000	Concurrent with work progress (See Schedule)
F	Active Transportation Plan//Public Involvement And Collaboration	Time and Materials (Estimated Amount Shown)	\$10,000	Concurrent with work progress (See Schedule)
G	Capital Improvements Plan	Time and Materials (Estimated Amount Shown)	\$9,300	Concurrent with work progress (See Schedule)
H	Preparation of TMP Report	Time and Materials (Estimated Amount Shown)	\$11,700	Concurrent with work progress (See Schedule)
Total:			\$110,000	

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Traffic/Transportation (T03)
2. Planning (P05)



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 55-24-035
J-U-B Project Manager: Wilcox

This Agreement entered into and effective this 10 day of February 2026, between Clinton City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Construct a drinking water well, well house/booster station and water tank; hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Trevor Cahoon</u>	Work telephone	<u>801-614-0700</u>
	Address	<u>2267 North 1500 West</u>	Home/cell phone	<u></u>
		<u>Clinton, UT 84015</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>tcahoon@clinton.utah.gov</u>

For J-U-B:

1.	Name	<u>Bryce Wilcox</u>	Work telephone	<u>801-547-0393</u>
	Address	<u>466 N 900 W</u>	Cell phone	<u>801-725-5002</u>
		<u>Kaysville, UT 84037</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>bwilcox@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B’s services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Clinton City: Well and Water Tank

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Clinton City

NAME
2267 North 1500 West

STREET
Clinton, Utah 84015

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
466 North 900 West

STREET
Kaysville, Utah 84037

CITY / STATE / ZIP CODE

BY (Signature)
Bryce Wilcox / Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

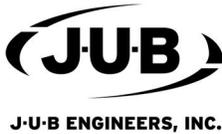
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Well and Tank Project

CLIENT: Clinton City

J-U-B PROJECT NUMBER: 55-24-035

ATTACHMENT TO AGREEMENT DATED: 2/10/2026

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Design and provide construction services for a new public drinking water well, well house/booster station, and waterline to connect to the water system. The project is partially funded by a Bureau of Reclamation Drought Resiliency grant.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Environmental Document

1. **Prepare Categorical Exclusion Document:** J-U-B will assist the Bureau of Reclamation in preparing the necessary Categorical Exclusion Environmental document to meet the National Environmental Policy Act.

B. Task 002: Well, Well House/Booster Station, and Waterline Engineering and Design

1. **Design:** J-U-B's Design will include the following:
 - a. Design a new public drinking water well, well house/booster station, and waterline to connect to the water system This phase of the design will include the following elements:
 1. Visual site review
 2. Topographic data collection
 3. Hydraulic analysis of design
 4. Pipeline design
 5. Design connection to existing system
 6. Design the new potable water supply well between 800 and 1000 feet deep
 7. Receive plan approval from the Utah Division of Drinking Water (DDW) for the well drilling.
 8. Design the well house and booster station building including the well pump, motor, booster pumps and motors, mechanical piping, structural, electrical, HVAC and civil site design. The well house and booster station will be in a single building.
 9. Plan and Profile sheets
 10. Quantity estimates and cost estimate

11. Technical specifications

2. **Final Design Documents:** J-U-B will prepare design drawings, technical specifications, and bid documents. The bid documents will include instructions to bidders, a bid proposal, and sample construction contract. The final design documents will show the scope, extent, and character of the work to be furnished and performed by the Contractor. The drawings will be provided in 11" x 17" size format.
3. **Engineer's Opinions of Probable Cost:** Design reviews will be scheduled with CLIENT at 50% and 90% design.
4. **CLIENT Review:** J-U-B will hold joint design review meetings with CLIENT at 50% and 90% stages of completion. J-U-B will provide up to three (3) copies of the draft design documents to CLIENT for review and comment at the 50% and 90% stages of completion. The draft drawings will be provided in 11" x 17" format.
5. **Agency Review:** J-U-B will hold joint design review meetings with the CLIENT at 50% and 90% stages of completion.
6. **Coordination with Utilities:** J-U-B will provide review, coordination and scheduling with utilities as required to design the improvements.
7. **Bidding Services:**
 - a. **Advertisement:** J-U-B will prepare the advertisement for bid to be provided to the CLIENT. CLIENT will be responsible for publication of the advertisement for bid in accordance to UDOT requirements.
 - b. **Distribution of Bid Documents:** J-U-B will prepare and distribute contract documents and drawings to bidders and maintain the bidders list. J-U-B will provide up to three (3) copies each of the final bidding documents to CLIENT, EPA and UDOT for their use.
 - c. **Pre-Bid Phase:** J-U-B will maintain a plan holders list and will be available for answering and documenting bidder questions in accordance with the bidding documents.
 - d. **Pre-Bid Meeting:** J-U-B will prepare a pre-bid meeting agenda, conduct pre-bid meeting/site tour and prepare pre-bid meeting minutes including a sign-in sheet. CLIENT will be responsible for providing a location for the pre-bid meeting. J-U-B will prepare any Addendum necessary in accordance with bidding documents.
 - e. **Bid Opening:** J-U-B will conduct a public bid opening at a location provided by the CLIENT. J-U-B will prepare a bid tabulation immediately following the bid opening.
 - f. **Award:** J-U-B shall prepare a Notice of Award to be submitted to the CLIENT. J-U-B will prepare executed contract documents in accordance with bidding documents.

Any changes to project that extend or alter this scope of work will require a contract modification.

C. Task 003: Water Tank Engineering and Design

1. **Design:** J-U-B's Design will include the following:
 - b. Design a new public drinking reinforced concrete water tank. This phase of the design will include the following elements:

1. Visual site review
 2. Topographic data collection
 3. Hydraulic analysis of design
 4. Pipeline design
 5. Design connection to existing system
 6. Design of 1.0 million gallon reinforced concrete water tank
 7. Plan and Profile sheets
 8. Quantity estimates and cost estimate
 9. Technical specifications
2. **Final Design Documents:** J-U-B will prepare design drawings, technical specifications, and bid documents. The bid documents will include instructions to bidders, a bid proposal, and sample construction contract. The final design documents will show the scope, extent, and character of the work to be furnished and performed by the Contractor. The drawings will be provided in 11" x 17" size format.
 3. **Engineer's Opinions of Probable Cost:** Design reviews will be scheduled with CLIENT at 50% and 90% design.
 4. **CLIENT Review:** J-U-B will hold joint design review meetings with CLIENT at 50% and 90% stages of completion. J-U-B will provide up to three (3) copies of the draft design documents to CLIENT for review and comment at the 50% and 90% stages of completion. The draft drawings will be provided in 11" x 17" format.
 5. **Agency Review:** J-U-B will hold joint design review meetings with the CLIENT at 50% and 90% stages of completion.
 6. **Coordination with Utilities:** J-U-B will provide review, coordination and scheduling with utilities as required to design the improvements.
 7. **Bidding Services:**
 - a. **Advertisement:** J-U-B will prepare the advertisement for bid to be provided to the CLIENT. CLIENT will be responsible for publication of the advertisement for bid in accordance to UDOT requirements.
 - b. **Distribution of Bid Documents:** J-U-B will prepare and distribute contract documents and drawings to bidders and maintain the bidders list. J-U-B will provide up to three (3) copies each of the final bidding documents to CLIENT, EPA and UDOT for their use.
 - c. **Pre-Bid Phase:** J-U-B will maintain a plan holders list and will be available for answering and documenting bidder questions in accordance with the bidding documents.
 - d. **Pre-Bid Meeting:** J-U-B will prepare a pre-bid meeting agenda, conduct pre-bid meeting/site tour and prepare pre-bid meeting minutes including a sign-in sheet. CLIENT will be responsible for providing a location for the pre-bid meeting. J-U-B will prepare any Addendum necessary in accordance with bidding documents.
 - e. **Bid Opening:** J-U-B will conduct a public bid opening at a location provided by the CLIENT. J-U-B will prepare a bid tabulation immediately following the bid opening.
 - f. **Award:** J-U-B shall prepare a Notice of Award to be submitted to the CLIENT. J-U-B will prepare executed contract documents in accordance with bidding documents.

Any changes to project that extend or alter this scope of work will require a contract modification.

D. Task 004: Well, Well House/Booster Station, and Waterline Construction Management and Observation

- a. For the construction phase, J-U-B will provide the following. See Exhibit A.
- b. Assist in reviewing submittals
- c. Set up and direct preconstruction meeting
- d. Provide construction staking
- e. Provide construction observation
- f. Review pay applications
- g. Set up and direct construction progress meetings
- h. Set up and direct substantial completion and final completion walk throughs
 - i. Deliverables:
 - i. Meeting Minutes
 - ii. Reviewed and approved pay applications
 - iii. Walk through punch lists
 - iv. Record drawing set

E. Task 005: Water Tank Construction Management and Observation

- a. For the construction phase, J-U-B will provide the following. See Exhibit A.
- b. Assist in reviewing submittals
- c. Set up and direct preconstruction meeting
- d. Provide construction staking
- e. Provide construction observation
- f. Review pay applications
- g. Set up and direct construction progress meetings
- h. Set up and direct substantial completion and final completion walk throughs
 - i. Deliverables:
 - i. Meeting Minutes
 - ii. Reviewed and approved pay applications
 - iii. Walk through punch lists
 - iv. Record drawing set

F. Task 006: Grant Reporting

- 1. **Reporting:** J-U-B will assist Clinton City in preparing the financial and progress reports required by the Bureau of Reclamation for the grant.

G. CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

- 1. Information as requested.

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

- 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.

2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Environmental Document	Time and Materials (Estimated Amount Shown)	\$3,000	Within 4 Months of Notice to Proceed
002	Well, Well House/Booster Station, and Waterline Engineering and Design	Time and Materials (Estimated Amount Shown)	\$210,000	Within 24 Months of Notice to Proceed
003	Water Tank Engineering and Design	Time and Materials (Estimated Amount Shown)	\$85,000	Within 24 Months of Notice to Proceed
004	Well, Well House/Booster Station, and Waterline Construction Management and Observation	Time and Materials (Estimated Amount Shown)	\$132,000	Within 12 Months from Bidding
005	Water Tank Construction Management and Observation	Time and Materials (Estimated Amount Shown)	\$85,000	Within 12 Months from Bidding
006	Grant Reporting	Time and Materials (Estimated Amount Shown)	\$12,000	Concurrent with project
Total:			\$527,000	

PART 4 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Projects, including but not limited to meeting notes, graphics, document editing along with AI features that are integral to design and other software. Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.
- C. For DESIGN REVIEW work that may be included in the Scope of Services, J-U-B is not in responsible charge of the design and our review effort is limited to the scope and fee agreed to by the CLIENT. To account for the benefits and risks associated with the DESIGN REVIEW elements of the Scope of Services, CLIENT agrees to limit J-U-B's liability for said DESIGN REVIEW services for any cause of action (in tort or contract) to \$25,000.00 or the fees associated with the DESIGN REVIEW services, whichever is less. This provision shall augment the Terms and Conditions of the Agreement between J-U-B and the CLIENT.

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

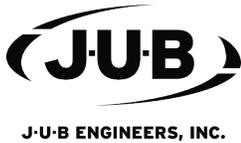
TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Water Supply/Distribution (W03)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

[X] Yes 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
[] No

[X] Yes 2. Pre-Construction Conference. Participate in a pre-construction conference.
[] No

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No

- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No

- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No

- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No

- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No

- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No

- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No

- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

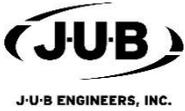
1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 55-24-136-003
J-U-B Project Manager: Wilcox

This Agreement entered into and effective this 10 day of February 2026, between Clinton City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Contract with UDOT to replace their waterlines on 1800 North and Bond with the Utah Board of Water Resources for funding; hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Trevor Cahoon</u>	Work telephone	<u>801-614-0700</u>
	Address	<u>2267 North 1500 West</u>	Home/cell phone	<u></u>
		<u>Clinton, UT 84015</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>tcahoon@clinton.utah.gov</u>

For J-U-B:

1.	Name	<u>Bryce Wilcox</u>	Work telephone	<u>801-547-0393</u>
	Address	<u>466 N 900 W</u>	Cell phone	<u>801-725-5002</u>
		<u>Kaysville, UT 84037</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>bwilcox@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B’s services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Clinton City: 1800 North Waterline Project

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Clinton City

NAME
2267 North 1500 West

STREET
Clinton, Utah 84015

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
466 North 900 West

STREET
Kaysville, Utah 84037

CITY / STATE / ZIP CODE

BY (Signature)
Bryce Wilcox / Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

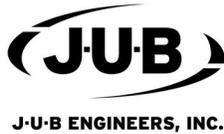
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 1800 North Waterline Project

CLIENT: Clinton City

J-U-B PROJECT NUMBER: 55-24-136-003

ATTACHMENT TO AGREEMENT DATED: 2/10/2026

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Clinton City intends to replace existing waterlines on 1800 North. The City will contract with UDOT to replace the waterlines as part of their project. Clinton City will provide design review and oversight and construction oversight for the project. UDOT will perform the day-to-day construction inspections. Clinton City will apply for a Utah Board of Water Resources Bond to fund the project.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 003: 1800 North Waterline Project

1. J-U-B will assist the City in replacing the water line by performing the following.
 - a. Updating the water model for new layout and for shutdowns required to install new water line
 - b. Assist with answering questions regarding the project
 - c. Reviewing project submittals
 - d. Attend construction meetings
 - e. Meet with contractor as necessary for impacts during construction
 - f. Onsite inspection questions from Contractor or City
 - g. Assist the City with the Bond from the Utah Division of Water Resources
 - h. Other tasks as directed by the City

B. CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Information as requested.

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:

- a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
003	1800 North Waterline Project	Time and Materials (Estimated Amount Shown)	\$50,000	Within 36 Months of Notice to Proceed and as constructed by UDOT
Total:			\$50,000	

PART 4 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Projects, including but not limited to meeting notes, graphics, document editing along with AI features that are integral to design and other software. Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.
- C. For DESIGN REVIEW work that may be included in the Scope of Services, J-U-B is not in responsible charge of the design and our review effort is limited to the scope and fee agreed to by the CLIENT. To account for the benefits and risks associated with the DESIGN REVIEW elements of the Scope of Services, CLIENT agrees to limit J-U-B's liability for said DESIGN REVIEW services for any cause of action (in tort or contract) to \$25,000.00 or the fees associated with the DESIGN REVIEW services, whichever is less. This provision shall augment the Terms and Conditions of the Agreement between J-U-B and the CLIENT.

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

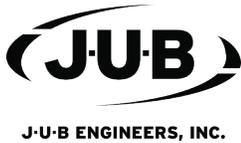
TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Water Supply/Distribution (W03)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- Yes 1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No

- Yes 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- No

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No

- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No

- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No

- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No

- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No

- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No

- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No

- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 55-25-042
J-U-B Project Manager: Wilcox

This Agreement entered into and effective this 10 day of February 2026, between Clinton City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Construct waterlines on 2000 West, 2300 N, 1500 W, and 1300 N; hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Trevor Cahoon</u>	Work telephone	<u>801-614-0700</u>
	Address	<u>2267 North 1500 West</u>	Home/cell phone	<u></u>
		<u>Clinton, UT 84015</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>tcahoon@clinton.utah.gov</u>

For J-U-B:

1.	Name	<u>Bryce Wilcox</u>	Work telephone	<u>801-547-0393</u>
	Address	<u>466 N 900 W</u>	Cell phone	<u>801-725-5002</u>
		<u>Kaysville, UT 84037</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>bwilcox@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B’s services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Clinton City: 2000 West Waterline Project

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Clinton City

NAME
2267 North 1500 West

STREET
Clinton, Utah 84015

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
466 North 900 West

STREET
Kaysville, Utah 84037

CITY / STATE / ZIP CODE

BY (Signature)
Bryce Wilcox / Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

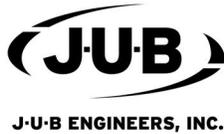
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 2000 West Waterline Project

CLIENT: Clinton City

J-U-B PROJECT NUMBER: 55-24-042

ATTACHMENT TO AGREEMENT DATED: 2/10/2026

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Clinton City intends to replace existing waterlines in the following locations. 2000 West from 2050 North to the Roy Border, 2300 North east and west of the 2000 West intersection, 1500 West from 1800 North to 1300 North, 1300 North from 1500 West to 1280 West, and beneath the new roundabout at the intersection of 1300 North and 1500 West. The project will also replace all services, valves, fire hydrants, and PRV stations in the project area. The project is partially funded by an EPA STAG grant.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Design and Bidding Services

1. **Design:** J-U-B's Design will include the following:
 - a. The replacement of waterlines at 2000 West from 2050 North to the Roy Border, 2300 North east and west of the 2000 West intersection, 1500 West from 1800 North to 1300 North, 1300 North from 1500 West to 1280 West, and beneath the new roundabout at the intersection of 1300 North and 1500 West. The project will also replace all services, valves, fire hydrants, and PRV stations in the project area. Each phase of the design elements include:
 1. Visual site review
 2. Topographic data collection
 3. Hydraulic analysis of design
 4. Pipeline design
 5. Design connection to existing system
 6. Services, hydrants, valves
 7. PRV station
 8. Plan and Profile sheets
 9. Quantity estimates and cost estimate
 10. Technical specifications
2. **Final Design Documents:** J-U-B will prepare design drawings, technical specifications, and bid documents. The bid documents will include instructions to bidders, a bid proposal, and sample construction contract. The final design documents will show the scope, extent, and character of the work to be furnished and performed by the Contractor. The drawings will be provided in 11" x 17" size format.

3. **Engineer's Opinions of Probable Cost:** Design reviews will be scheduled with CLIENT, UDOT and EPA at 50% and 90% design.
4. **CLIENT Review:** J-U-B will hold joint design review meetings with CLIENT, EPA, and UDOT at 50% and 90% stages of completion. J-U-B will provide up to three (3) copies of the draft design documents to CLIENT for review and comment at the 50% and 90% stages of completion. The draft drawings will be provided in 11" x 17" format.
5. **Agency Review:** J-U-B will hold joint design review meetings with the CLIENT, UDOT and EPA at 50% and 90% stages of completion. J-U-B will provide copies of the draft design documents to EPA and UDOT for review and comment at the 50% and 90% stage of completion. Up to three (3) copies will be provided to each agency.
6. **Coordination with Utilities:** J-U-B will provide review, coordination and scheduling with utilities as required to design the improvements.
7. **Bidding Services:**
 - a. **Advertisement:** J-U-B will prepare the advertisement for bid to be provided to the CLIENT. CLIENT will be responsible for publication of the advertisement for bid in accordance to UDOT requirements.
 - b. **Distribution of Bid Documents:** J-U-B will prepare and distribute contract documents and drawings to bidders and maintain the bidders list. J-U-B will provide up to three (3) copies each of the final bidding documents to CLIENT, EPA and UDOT for their use.
 - c. **Pre-Bid Phase:** J-U-B will maintain a plan holders list and will be available for answering and documenting bidder questions in accordance with the bidding documents.
 - d. **Pre-Bid Meeting:** J-U-B will prepare a pre-bid meeting agenda, conduct pre-bid meeting/site tour and prepare pre-bid meeting minutes including a sign-in sheet. CLIENT will be responsible for providing a location for the pre-bid meeting. J-U-B will prepare any Addendum necessary in accordance with bidding documents.
 - e. **Bid Opening:** J-U-B will conduct a public bid opening at a location provided by the CLIENT. J-U-B will prepare a bid tabulation immediately following the bid opening.
 - f. **Award:** J-U-B shall prepare a Notice of Award to be submitted to the CLIENT. J-U-B will prepare executed contract documents in accordance with bidding documents.

Any changes to project that extend or alter this scope of work will require a contract modification.

B. Task 002: Construction Phase Services

- a. For the construction phase, J-U-B will provide the following. See Exhibit A.
- b. Assist in reviewing submittals
- c. Set up and direct preconstruction meeting
- d. Provide construction staking
- e. Provide construction observation
- f. Review pay applications
- g. Set up and direct construction progress meetings
- h. Set up and direct substantial completion and final completion walk throughs
- i. Deliverables:

- i. Meeting Minutes
- ii. Reviewed and approved pay applications
- iii. Walk through punch lists
- iv. Record drawing set

- C. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
- 1. Information as requested.

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
- 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 - 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 - 3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Services
- 1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Engineering and Design	Time and Materials (Estimated Amount Shown)	\$180,000	Within 12 Months of Notice to Proceed
002	Construction Management and Observation	Time and Materials (Estimated Amount Shown)	\$240,000	Within 24 Months of Notice to Proceed
Total:			\$420,000	

PART 4 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Projects, including but not limited to meeting notes, graphics, document editing along with AI features that are integral to design and other software. Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.
- C. For DESIGN REVIEW work that may be included in the Scope of Services, J-U-B is not in responsible charge of the design and our review effort is limited to the scope and fee agreed to by the CLIENT. To account for the benefits and risks associated with the DESIGN REVIEW elements of the Scope of Services, CLIENT agrees to limit J-U-B's liability for said DESIGN REVIEW services for any cause of action (in tort or contract) to \$25,000.00 or the fees associated with the DESIGN REVIEW services, whichever is less. This provision shall augment the Terms and Conditions of the Agreement between J-U-B and the CLIENT.

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Water Supply/Distribution (W03)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

[X] Yes 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
[] No

[X] Yes 2. Pre-Construction Conference. Participate in a pre-construction conference.
[] No

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No

- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No

- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No

- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No

- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No

- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No

- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No

- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

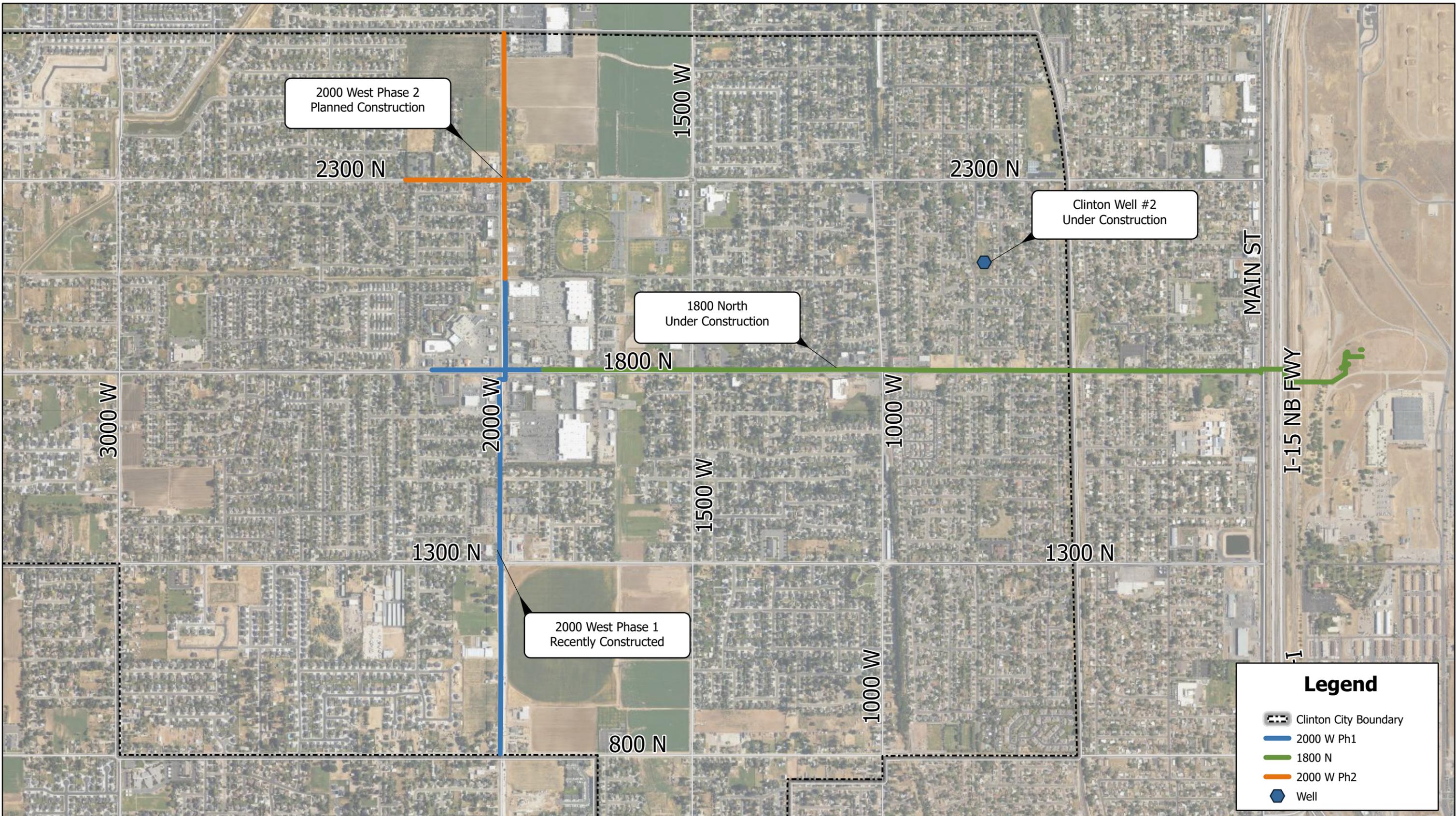
1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



Legend

- Clinton City Boundary
- 2000 W Ph1
- 1800 N
- 2000 W Ph2
- Well

Clinton City

UDOT Related Water Improvements



Map Created: January 2026

CLINTON CITY, UTAH



RESOLUTION NO. 05-26

A RESOLUTION OF THE CLINTON CITY COUNCIL APPROVING PROJECT-SPECIFIC PROFESSIONAL SERVICES AGREEMENTS WITH J-U-B ENGINEERS, INC.

WHEREAS, Clinton City has entered into a General Services Agreement with J-U-B Engineers, Inc.; and WHEREAS, certain funding agencies require project-specific contracts; and

WHEREAS, Clinton City desires to approve professional services agreements with J-U-B Engineers, Inc. for the following projects:

- Well Project (\$527,000);
- 2000 West Waterline Project (\$420,000);
- Transportation Master Plan (\$110,000); and
- 1800 North Waterline Project (\$50,000).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CLINTON CITY, UTAH:

1. The above-referenced agreements with J-U-B Engineers, Inc. are hereby approved.
2. The Mayor is authorized to execute the agreements on behalf of Clinton City.
3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of February, 2026.

CLINTON CITY COUNCIL

Mayor

ATTEST:

City Recorder

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	Feb 10, 2026			
CONSENT AGENDA	X	BUSINESS AGENDA		RECOGNITION
PETITIONER(S):	David Williams, Bryce Wilcox			
TYPE OF VOTE:	ROLL CALL		VOICE	
SUBJECT:	Zions Public Finance Contract			

FISCAL IMPACT: Total \$79,000 (Amount approved at September 23, 2025 Council Meeting)

Impact Fee Analysis (From Impact Fees)	Rate Studies (From Enterprise Fund)
Water Impact Fee: \$8,000	Water Rate: \$6,000
Parks and Trails Impact Fee: \$7,000	Sewer Rate: \$6,000
Storm Water Impact Fee: \$8,000	Storm Water Rate: \$7,000
Sewer Impact Fee: \$7,000	
Transportation Impact Fee: \$7,000	Streets Account
Public Safety Impact Fee: \$12,000	Transportation Utility Fee Study: \$12,000

SUMMARY: Clinton City went through a procurement process for the financial analysis for impact fees and rate studies in September 2025. At the September 23, 2025 council meeting, the council Selected Zions Public Finance to complete the impact fees and rate studies. The amounts were presented to the council but Zions Public Finance did not have a contract at the city council meeting. Attached is the contract from Zions Public Finance for the work approved at the September 23, 2025 council meeting.

RECOMMENDATION: That the council approve the contract with Zions Public Finance.

ATTACHMENTS: Contracts

Consulting Services Agreement

THIS CONSULTING AGREEMENT (this “*Agreement*”) is made effective this 3rd day of February, 2026 (the “*Effective Date*”) by **CLINTON CITY** (“*City*”), a Utah municipality whose address is 2267 North 1500 West, Clinton UT 84015 and by **ZIONS PUBLIC FINANCE, INC.**, a wholly-owned subsidiary of Zions Bancorporation, N.A., whose address is One South Main Street, 18th Floor, Salt Lake City, UT 84133 (“*Consultant*”). City and Consultant are sometimes collectively referred to herein as the “*parties*,” and each individually as a “*party*.”

The City desires to retain Consultant, and Consultant desires to be retained by City, to perform consulting services described on Exhibit “A,” which is incorporated by this reference, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Scope of Services.** Consultant shall complete the services described on Exhibit “A,” referred to as “Scope of Services” or the “Services in a manner outlined on Exhibit “A” and such other services as may be mutually agreed to between the parties in writing; and Consultant shall provide the deliverables identified in this Agreement, together with such other documentation and deliverables as City reasonably may request for compensation and upon other terms set forth herein.
2. **Performance of Services; City Cooperation.** Except as otherwise provided in this Agreement, Consultant shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. The Services shall be performed at Consultant’s offices and other mutually-agreeable places. City will designate a representative of City to act as Consultant’s point of contact with respect to the Services and provide to Consultant access to all information in the City’s possession or is reasonably available to City. Consultant shall not be responsible for errors or omissions in any City-provided information, nor for delays in completing the Services attributable to City’s delay in providing required information.
3. **Compensation; Invoices; Remittance.** For satisfactory performance, City shall pay to Consultant a fee of SIXTY-NINE THOUSAND AND NO ONE-HUNDRED (\$69,000.00) and such other compensation as may be agreed to in writing between the parties. Consultant shall invoice City for the Services performed upon completion. All invoices submitted to City shall contain references to this Agreement. Invoices shall detail the Services performed and shall contain copies of all supporting documents or proof of any expenditures on behalf of City. Any questions or objections by City concerning Consultant’s charges under an invoice shall be submitted within fifteen days after City’s receipt of the subject invoice. All undisputed invoiced amounts due for Services performed shall be paid by City within thirty days after City’s receipt of the subject invoice. If payment is not remitted to Consultant when due, Consultant shall be entitled to recover interest thereon at the rate of ten percent per annum from and after the date the remittance is due and payable.
4. **Change in Level of Services.** City shall be freely entitled to modify (increase or decrease) the level of the Services by providing at least ten days’ prior written notice to Consultant of such change. Consultant’s compensation shall be reasonably modified in connection and consistent with any such change.
5. **Term; Termination.** This Agreement shall commence on the Effective Date and shall continue until completion of the Services and deliverables hereunder. Notwithstanding the foregoing, Consultant may terminate this Agreement upon fifteen days prior written notice to City if the City is in material breach of the provisions of this Agreement and fails to cure such breach within thirty days. City may terminate this Agreement (including the Services), or any part hereof, at any time with or without cause upon fifteen days prior written notice to Consultant. Upon any termination by Consultant or City pursuant to this Section, City shall promptly pay to Consultant the full amount due for all Services satisfactorily performed by Consultant as of the date of termination, excluding damages or anticipated profits on work not yet completed or performed.

6. **Nondisclosure; Conflict of Interest.** Consultant shall not divulge to third parties without City's prior written consent any non-public information obtained from or through City in connection with the performance of this Agreement, and shall safeguard the same to the same extent as Consultant safeguards the confidentiality of its own confidential information. Unless waived by City, Consultant shall require its employees and subcontractors of any tier to adhere to the same covenant of nondisclosure.

7. **Compliance with Laws.** Each party agrees to comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances in performance of its duties and obligations under this Agreement.

8. **Patent and Copyright.** If Consultant's employees, officers, agents, or subcontractors in the performance of the Services or as a result of performing the Services develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process or the like, such innovation shall be the property of Consultant, but (b) upon the City's written request, Consultant shall grant the City a license or similar right to use the innovation for so long as City reasonably desires.

9. **Subcontracts.** Except for those subcontractors which are specified in Consultant's proposal, Consultant shall not award any work to any subcontractor without City's prior written approval. Consultant shall be responsible to City for the acts and omissions of Consultant's subcontractors, and of persons either directly or indirectly employed by such subcontractors, in the same manner as Consultant is liable for the acts and omissions of its own employees. Nothing in this Agreement, and no course of dealing, shall create any contractual relationship between City and any of Consultant's subcontractors.

10. **Indemnification.**

(a) Consultant shall indemnify and hold harmless City and City's elected and appointed officers, employees, successors and assigns ("City Parties"), from any and all of any of City Parties' actual losses, damages, deficiencies, penalties or fines ("Losses"), directly related to the willful breach by Consultant of its obligations under this Agreement or grossly negligent acts or omissions of Consultant hereunder unless and to the extent such Losses are caused by, or arise from Consultant's good faith reliance upon, the instruction, direction, negligence or misconduct of any of the City Parties.

(b) City shall indemnify and hold harmless Consultant, its affiliates and each of their respective directors, officers, employees and subcontractors ("Consultant Parties") from any and all of any of Consultant Parties' Losses directly related to the willful breach by City of its obligations under this Agreement or the grossly negligent acts or omissions of the City hereunder, unless and to the extent such Losses are caused by, or arise from the City's good faith reliance upon, the instruction, direction, negligence or misconduct of any of the Consultant Parties.

11. **Insurance.** Consultant shall, prior to commencing work, secure and continuously carry insurance in accordance with reasonable requirements provided by City to Consultant.

12. **Examination of Work.** All Services shall be subject to examination by City at any reasonable time(s). City shall have the right to reject any work that City reasonably deems unsatisfactory given the scope and description of Services and Deliverables in this Agreement.

13. **Notice.** Any notice required or permitted to be given hereunder shall be given in writing and shall be deemed to have been received upon actual receipt thereof, or within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Consultant: ZIONS PUBLIC FINANCE, INC
Attn: Susan Becker
One South Main Street, 18th Floor
Salt Lake City, UT 84133

City: CLINTON CITY
Attn: _____

14. **Conflicts.** In the event of inconsistencies within or between this Agreement and applicable legal requirements, applicable legal requirements shall prevail.

15. **Additional Provisions.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties. Time is of the essence hereof. No failure by any party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of its rights. In the event that any provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. Neither party shall assign this Agreement, or any part thereof, without the other party's prior written consent. Any attempted assignment in violation of this Section shall be void from its inception. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. By signing below, each party represent that it has proper authority to enter into this Agreement.

DATED effective the date first-above written.

CONSULTANT:

ZIONS PUBLIC FINANCE, INC., a wholly-owned subsidiary of ZB, N.A.



Susan Becker, Senior Vice President

ATTEST

CLINTON CITY

By: _____

Exhibit “A” to Consulting Services Agreement

ZPFI will complete the following fees and rate studies in compliance with all legal requirements.

	Fee
Impact Fees	
Culinary Water IFA	\$8,000
Parks & Trails IFA	\$7,000
Storm Water IFA	\$8,000
Sewer IFA	\$7,000
Transportation IFA	\$7,000
Public Safety IFFP	\$8,000
Public Safety IFA	\$4,000
Utility Rate Studies	
Culinary Water	\$6,000
Sewer	\$6,000
Storm Water	\$7,000
Transportation Utility Fee	
Pavement Mgt Plan	
Traffic Count by Business*	\$0 - \$5,000
TUF Report	\$6,000

CLINTON CITY, UTAH



RESOLUTION NO. 06-26

A RESOLUTION OF THE CLINTON CITY COUNCIL APPROVING A CONSULTING SERVICES AGREEMENT WITH ZIONS PUBLIC FINANCE, INC.

WHEREAS, Clinton City previously conducted a procurement process for professional financial consulting services related to municipal impact fee analyses and utility rate studies; and

WHEREAS, the Clinton City Council selected Zions Public Finance, Inc. to provide such services and approved funding in an amount not to exceed Seventy-Nine Thousand Dollars (\$79,000.00); and

WHEREAS, a Consulting Services Agreement dated February 3, 2026, has been presented for formal approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Clinton City, Utah:

1. The Consulting Services Agreement between Clinton City and Zions Public Finance, Inc., dated February 3, 2026, in an amount not to exceed \$79,000.00, is hereby approved.
2. The Mayor is authorized to execute the Agreement and the City Recorder is authorized to attest to the same.
3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of February, 2026.

CLINTON CITY COUNCIL

ATTEST:

Mayor

City Recorder