



**ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY
OF LIFE**

**MOAB CITY COUNCIL
AUGUST 11, 2026
REGULAR MEETING - 6:00 P.M.**

City Council Chambers
217 East Center Street
Moab, Utah 84532

1. Regular City Council Meeting - 6:00 p.m.

1.1. Call to Order and Pledge of Allegiance

2. Public Comments (Limited to Three Minutes Per Person)

3. Workshop

3.1. Speed Limits

Documents:

moab city speed limits discussion.pdf

4. Presentation

4.1. Noise Mitigation Considerations

4.2. Cross Creeks Study

5. Consent Agenda

5.1. Quarterly Revenue Update

Documents:

quarterly revenue update agenda summary.pdf

5.2. Approval of Minutes

July 28, 2026 - Regular Meeting

Documents:

min-cc-2026-07-28 draft.pdf

5.3. Approval of Bills Against the City of Moab in the Amount of \$244,550.06

Documents:

07-29-26 council consent.pdf

08-05-26 council consent.pdf

6. General Business

6.1. Consideration of Approval of the UDOT Statewide Utility License Agreement (SULA)

Documents:

agenda summary - sula.pdf

proposed sula between city of moab and udot.pdf

6.2. Consideration of Approval of a Task Order for the Sanitary Sewer Master Plan Update to Bowen Collins & Associates in the Amount of \$109,479.00

Documents:

agenda summary - sanitary sewer master plan update.pdf

task order 26-03 2026 sewer master plan update.pdf

6.3. Consideration of a Contract with Straight Stripe Painting, Inc. in an Amount Not to Exceed \$200,000.00

Documents:

agenda summary - striping project 2026.pdf

contract for services for the city of moab.pdf

udot straight stripe contract.pdf

7. City Manager Updates

8. Mayor and Council Reports

9. Executive (Closed) Session

9.1. Strategy Session to Discuss Reasonably Imminent and/or Pending Litigation

10. Adjournment

Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Check our website for updates at: www.moabcity.org

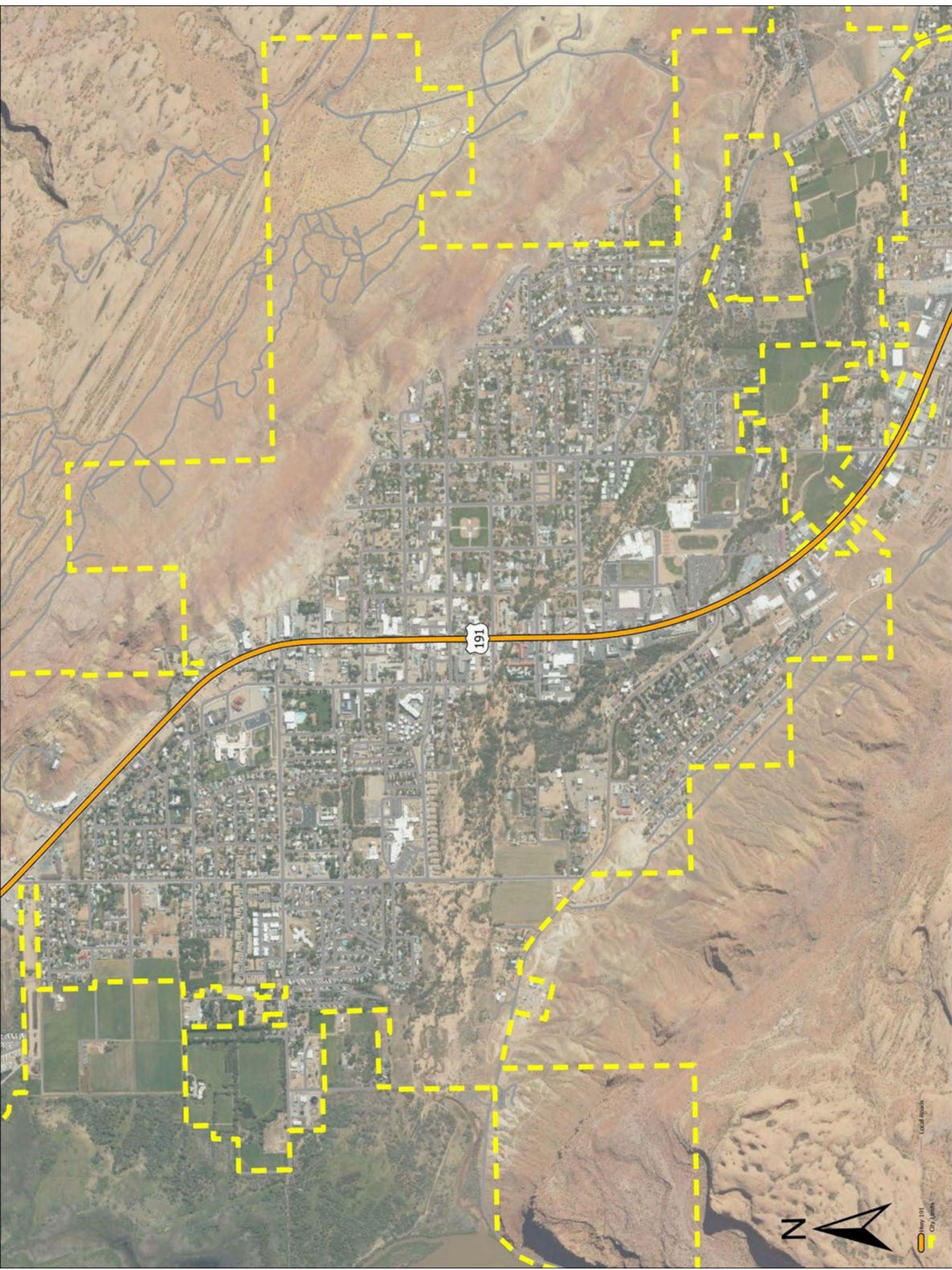
Moab City Speed Limits

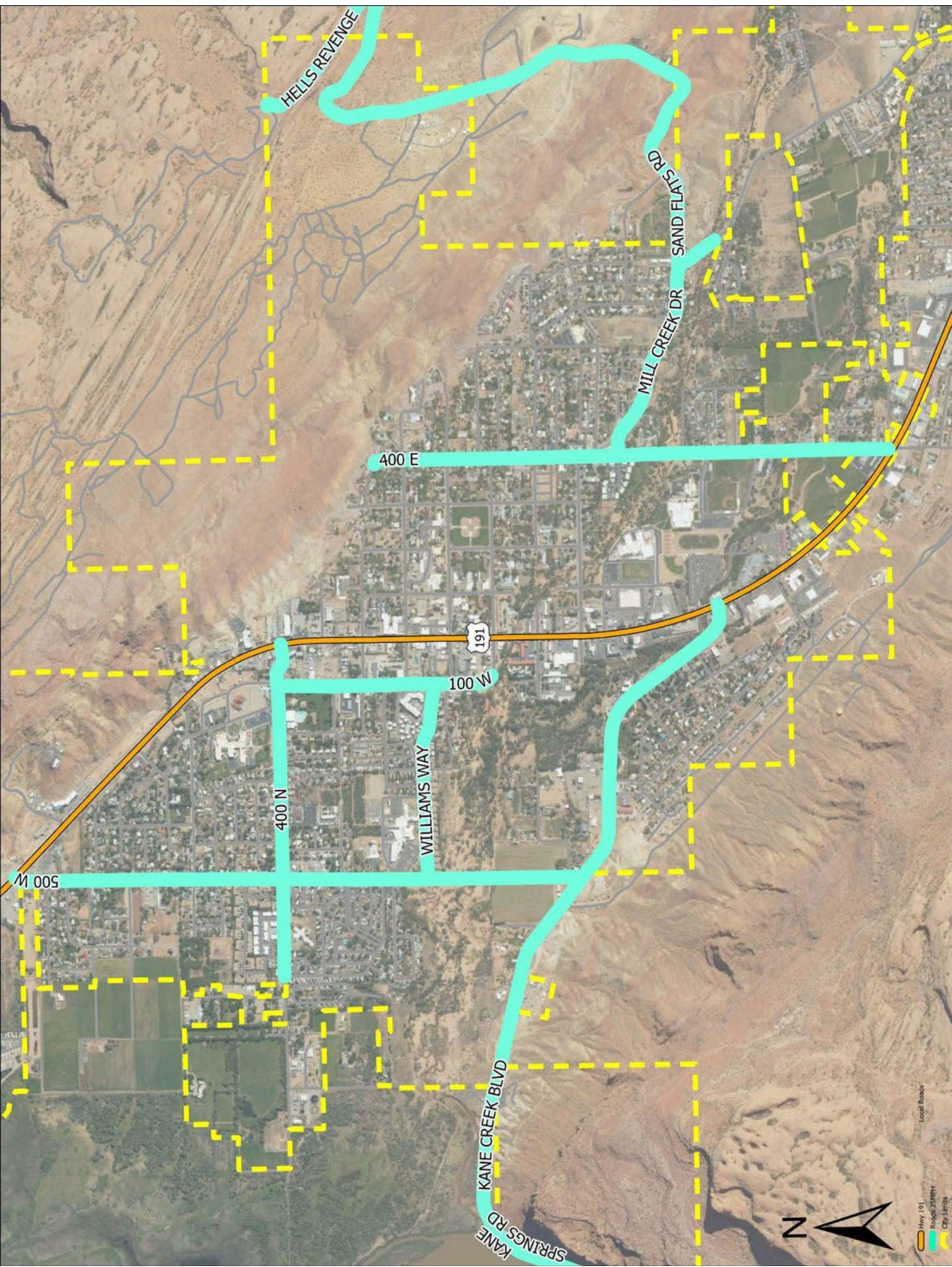
Lex Bell, Chief of Police
Levi Jones, Public Works Director
Mark Jolissaint, City Engineer
June 9, 2026

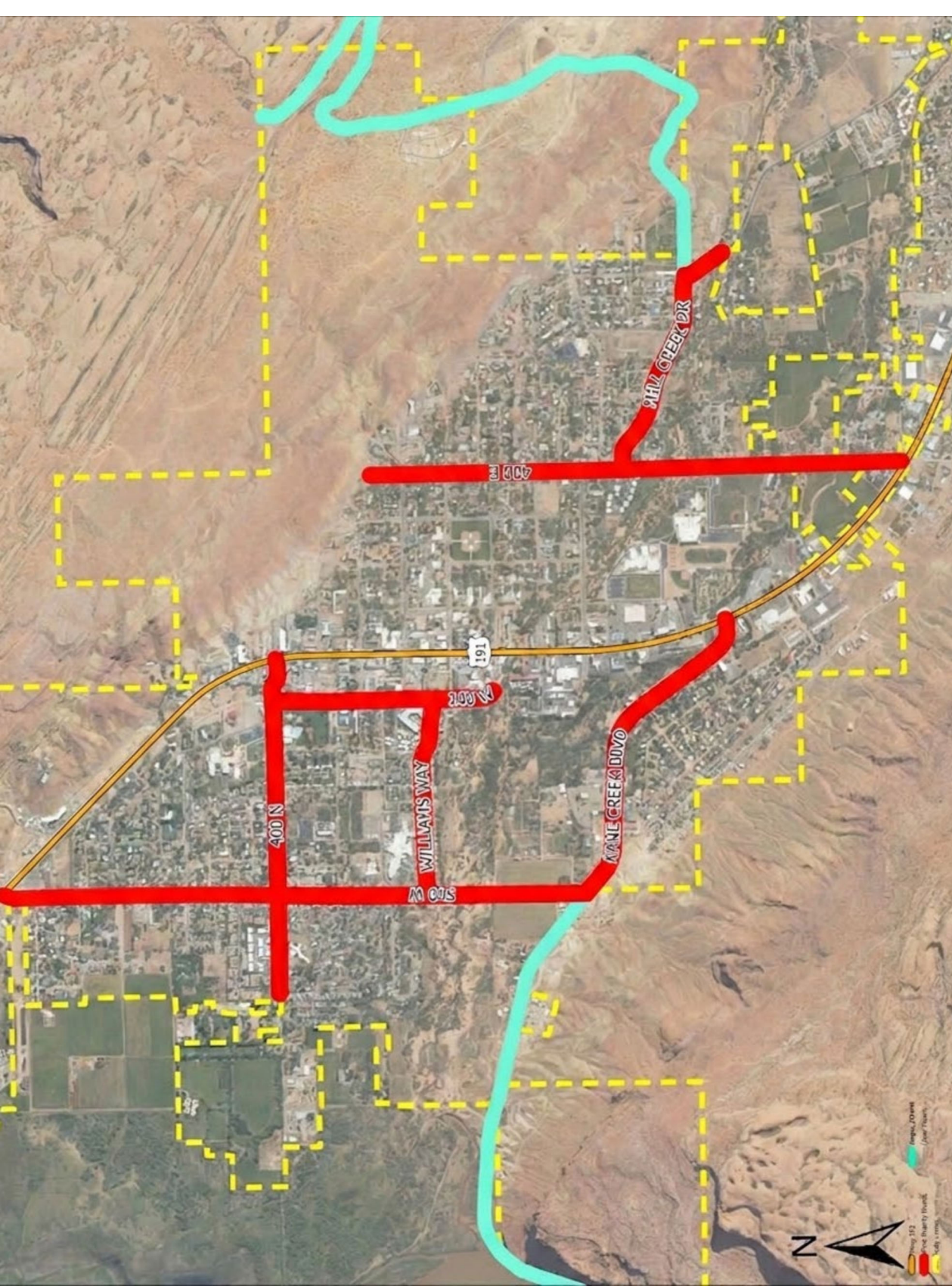


Proposed changes to speed limits

- **Background** - Review of ordinances, case law, legislation, best practices, safety and enforceability.
- **Prima facie speed limit** - Pursuant to Moab Ordinance #2021-14, Moab Municipal Code 10.04.090, in the absence of any speed sign designing a speed limit applicable thereto, prima facie speed limit shall be twenty miles per hour.
- **Roads identified as priorities to be addressed** -
 - Mill Creek - 400 E. to Sand Flats 20-mph
 - 500 W. (the entire road) remains 25-mph
 - Kane Creek 20-mph
 - 400 N. 20-mph
 - 100 W. 20-mph
 - Williams Way 20-mph
 - 400 E. (currently undergoing major redesign, evaluate) remains 25-mph
- **Discussion**







Questions?



TITLE: FY 2026 Quarter-Four Revenue Update

DISPOSITION: Discussion and possible action

PRESENTER/S: Michael A. Black, AICP, City Manager

ATTACHMENT/S: None

STAFF RECOMMENDATION: None

Proposed Motion:

N/A

Staff will give an end-of-year revenue update. A full fourth-quarter update will be provided at a future meeting after all internal transfers are complete.

RELEVANT LAWS, STUDIES & PLANS:

The quarterly review of the revenues supports the Moab Strategic Plan Pillar of:

Achieve Practical, Accountable and Responsive Governance

RESPONSIBLE DEPARTMENT(s):

Administration

FINANCIAL IMPACT:

The update shows all of the received revenue for the fourth quarter. There is no specific budget impact that comes from the review of this report. Staff is not presenting a recommended budget adjustment with this item.

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
July 28, 2026

Regular Meeting Attendance and Call to Order:

Moab City Council held its Regular Meeting on the above date in Council Chambers. Archived audio is at www.utah.gov/pmn and video is at www.youtube.com/watch?v=MLCzjFmX-oY. Mayor Pro Tem Jason Taylor called the meeting to order at 6:01 p.m. Mayor Joette Langianese participated via electronic means. Councilmembers Tawny Knutson-Boyd, Kaitlin Myers, Colin Topper and Miles Loftin attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Public Works Director Levi Jones, Strategic Initiatives & Sustainability Director Alexi Lamm, Human Resources Director Dani Guerrero, Assistant Police Chief James Blanton, Jr., Community Development Director Cory Shurtleff, Attorney Nathan Bracken and 10 members of the public. Parks, Recreation and Trails Director Patrick Trim attended via electronic means. Councilmember Loftin led the Pledge of Allegiance.

Utah State University (USU) Extension Update—Presentation

Maria Jose Velasco Burgos, a faculty member at USU-Grand County, gave an update on the USU Extension agency, including the home and community department. She described a youth 4-H career exploration program, awards USU has received for their work with youth, and described health career opportunities and pathways to college for local youth. She described the Be Epic Escape the Vape prevention program, the Roots Youth Outdoor Initiative and the youth health ambassador program. She introduced Extension programs for food preservation and emergency preparedness. She concluded by describing the Connect, Unite, Build, Engage (CUBE) program. She said many language interpreters from the Extension's certificate program are employed locally.

Department Update: Public Works

Public Works Director Jones presented information about the City's flood preparation, status of detention and retention basins and status of debris removal from Mill Creek and Pack Creek. Jones mentioned the installation of flood warning signs, sandbag locations and volunteer efforts, and tips for sandbags. He said a City sandbag stockpile for flood mitigation had been purloined along with signage and tarps.

Consent Agenda—Approved

Councilmember Topper moved to approve the consent agenda, as follows: flood mitigation assistance grant program match letter, approval of minutes for the June 23, 2026, Regular Meeting and the June 30, 2026, Special Meeting and approval of bills against the City of Moab in the amount of \$1,358,516.94. Councilmember Knutson-Boyd seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knutson-Boyd, Topper, Myers and Loftin voting aye.

General Business:

Public Hearing regarding amending the fiscal year budget:

Mayor Pro Tem Taylor opened a Public Hearing at 6:35 p.m. for **Resolution 12-2026**: a resolution amending the fiscal year 2026-2027 final budget. City Manager Black introduced the results of a state review of the budget with suggestions for improvement. He described corrections that involved terminology definitions and reflected inconsistencies in the enterprise funds. There were no comments and Taylor closed the public hearing at 6:38 p.m.

Amendments to the 2026-2027 Final Budget—Approved

Vote: Councilmember Myers moved to approve **Resolution 12-2026**: a resolution amending the fiscal year 2026-2027 final budget as presented by staff. Councilmember Loftin seconded the motion. The motion passed unanimously.

Planning Commission Appointments—Approved

Discussion: Mayor Langianese stated she received four applications for two open seats. She explained

the appointees would be completing vacated terms for two years. She recommended Robin Vinson and Matt Heber. Vinson introduced herself to Council. Mayor Langianese stated she reviewed the nominees with Planning staff and the Planning Commission Chair.

Motion and Vote: Councilmember Loftin moved to approve the appointments of Robin Vinson and Matt Heber to the Planning Commission. Councilmember Topper seconded the motion. The motion passed unanimously.

Personnel Manual Updates—Approved

Presentation and Discussion: Human Resources Director Guerrero explained the updated personnel manual, which features a separate section that consolidates all employee benefits. Councilmember Topper praised the work. Councilmember Myers commented that some of the policies appeared to be codified for the first time. She asked about premium pay codes. Myers stated her preference for all employees to be treated equally rather than prioritizing law enforcement. Mayor Langianese clarified that the policy decisions had already been determined and could be revisited by Council later.

Motion and Vote: Councilmember Topper moved to approve the 2026 Personnel Manual Update. Councilmember Knutson-Boyd seconded the motion. The motion passed 4-1 with Councilmembers Taylor, Knutson-Boyd, Topper and Loftin voting aye and Councilmember Myers voting nay.

Moab Recreation and Aquatic Center (MRAC) Retrofits Change Order—Approved

Presentation and Discussion: Recreation, Parks and Trails Director Trim participated via electronic means and outlined the anticipated retrofits for the MRAC facility. Representatives from McKinstry Essention presented their team, their accomplishments regarding energy savings to date, and additional scopes of work. A team member presented the proposed facility improvement measures for plumbing, heating, lighting upgrades, and controls. The timeline and budget were discussed. Councilmember Taylor asked about the warranty. Councilmember Loftin stated his interest in examining the budget numbers more carefully. Strategic Initiatives & Sustainability Director Lamm clarified that the consolidation of the projects under the contract rather than completing the work in-house would condense the timeline by months or years. Discussion ensued regarding the state cooperative procurement process and the competitive bid process. City Manager Black stated that consideration of a new contract versus a change order was discussed with the City Attorney. Attorney Bracken explained it was simpler, easier and legally defensible to complete the work with a change order. Councilmember Topper asked about the overall status of the MRAC building. The McKinstry team explained the building was found to be structurally sound and some of the mechanical issues needed repair, replacement or upgrade, as discussed with the maintenance staff. Black summarized that the proposed scope had been determined to be needed and the state's procurement process is dependable. He said the City had a good relationship with McKinstry. He explained to Councilmember Myers the nature of the procurement process and pricing policies. Myers expressed concern about what she perceived as a new contract presented as a change order. Loftin expressed concern about the process as well. Black reiterated the state procurement process is an approved process, and it lessens the workload for staff. Attorney Bracken noted that the City code explicitly authorizes purchasing using the state procurement process.

Motion and Discussion: Councilmember Taylor moved to approve a change order contract for McKinstry Essention in the amount of \$1,206,621.00 for phased retrofits for the mechanical, building automation controls, and lighting at the Moab Recreation and Aquatic Center (MRAC). Councilmember Knutson-Boyd seconded the motion. Taylor defended the staff effort to go through the state procurement process for pricing the change order. Knutson-Boyd said the state procurement process had been utilized in the past, and she said the good relationship with the McKinstry team was worth it. Councilmember Loftin advocated for putting the project out to bid. Councilmember Topper said staff had worked hard on the project and worked well with McKinstry, and the cost is high, but he was enthusiastic about getting the MRAC back in top condition. Councilmember Myers stated she wanted a new contract rather than a change order. She brought up that the shower head replacement scope of work should be changed to a power exhaust fan.

Vote: The motion passed 3-2 with Councilmembers Taylor, Knutson-Boyd and Topper voting aye and

Councilmembers Myers and Loftin voting nay.

Water Conservation Ordinance—Approved

Presentation and Discussion: Strategic Initiatives & Sustainability Director Lamm presented water restriction options. She reviewed the drought conditions and presented options for water restrictions as requested by Council. She discussed an ordinance, outreach, and declaration of a water shortage. Lamm showed data suggesting water consumption has dropped across municipal, commercial and residential categories. She reviewed language for a proposed ordinance that would restrict irrigation times between 8 a.m. and 8 p.m. Attorney Bracken described existing code and his recommendation to add in the night watering amendment and exceptions language. He said enforcement measures were already in the code. Myers suggested tabling so the language could be cleaned up for the next meeting. Councilmember Taylor pointed out that delay would exacerbate the water shortage problem. Mayor Langanese stated that outreach to the public would give time to educate the public about the immediacy of the issue. Attorney Bracken said that he had already drafted the amendments and presented them to Council. He recommended renaming the ordinance to address daytime irrigation restriction and placing it in section 13.20.030. Discussion ensued regarding the separate water service providers such as the Moab Irrigation Company and the school district wells; it was clarified that the proposed City ordinance only applied to Moab City's water service. Councilmember Topper suggested a public education effort regarding the City's jurisdiction. He also suggested the quantity of water available from the City's aquifers is uncertain. Mayor Langanese expressed her hope that other water utilities would follow the City's example. Councilmember Taylor expressed his interest in changing the time to 10 a.m. to accommodate older users. Councilmember Loftin mentioned his interest in public education about water sources and discussed watering hours and expressed concern about recharge of the aquifer. The Mayor said the hours could be piloted for a year to see if it works as intended. Myers suggested restricted hours of 10am to 6pm. Loftin brought up a rebate for sprinkler timers.

Motion and Vote: Councilmember Loftin moved to approve **Ordinance 2026-15**, repealing and replacing Moab Municipal Code section 13.20.030 implementing daytime watering restrictions with text revisions presented by the City Attorney. Councilmember Knutson-Boyd seconded the motion. Loftin suggested revisiting the ordinance next year to determine if conservation is occurring. The motion passed unanimously.

Water Shortage Declaration—No action

Presentation and Discussion: City Manager Black stated there is a stage three level of water shortage. Strategic Initiatives & Sustainability Director Lamm described mandatory restrictions. She said staff recommended no action on a proposed resolution to declare a water shortage. Councilmember Loftin appreciated the public participation. Ken Meyer, president of the Moab Irrigation Company, spoke about his agency's measures and outreach. Councilmember Topper stated the City is actively working on increasing capacity. Lamm also presented an example of a public education postcard to be sent to City water customers.

City Manager Report: City Manager Black mentioned a donation from the Moab Free Health Clinic for public exercise equipment. He said the City was pursuing grants for various projects, and he described several opportunities. He said business license renewals are overdue. He mentioned the ice cream social and praised the public works department.

Mayor and Council Reports:

Councilmember Loftin reported on the planning commission and a meeting with the Grand Water and Sewer Service Agency (GWSSA). He said he was grateful for the rain. He said he attended the concert series and was grateful the community heeded the fireworks ban.

Councilmember Myers reported she met with the Mayor, participated in the July 4th parade, attended the free concert series, and attended a meeting of the housing task force.

Councilmember Topper said he met with the Mayor and attended meetings with TrailMix, the Arches bike access group, the solid waste district, and the tailings pile steering committee.

Councilmember Knutson-Boyd reported she attended meetings with the Mayor, the museum staff, and the healthcare special service district.

Councilmember Taylor said he met with the Mayor, participated in the July 4th parade, and attended the free concert series as well as meetings with the airport board and TrailMix.

Mayor Langianese announced the Smithsonian exhibit “Voices and Votes” would be ending. She reported she spoke with Senator Curtis about appropriations for Moab’s flood mitigation projects, and she stated she was working on the request for proposals for housing planning for the Moab Area Project for Seniors (MAPS).

Executive (Closed) Session:

Councilmember Knutson-Boyd moved to enter an executive session to discuss reasonably imminent and/or pending litigation and/or to discuss the purchase, exchange, or lease of real property.

Councilmember Topper seconded the motion. The motion passed unanimously. Mayor Pro Tem Taylor convened the closed session at 8:49 p.m. Councilmember Loftin moved to end the closed session.

Councilmember Topper seconded the motion. The motion passed unanimously. Mayor Pro Tem Taylor ended the closed session at 9:21 p.m.

Adjournment:

Councilmember Knutson-Boyd moved to adjourn the meeting. Councilmember Loftin seconded the motion. The motion passed unanimously. The Mayor Pro Tem adjourned the meeting at 9:21 p.m.

APPROVED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 07/23/2026 to 07/29/2026

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
AD-VERTISER	280458	07/29/2026	\$256.50			Purchasing
AFFEKTIVE SOFTWARE LLC	280459	07/29/2026	\$164.91			Purchasing
AMAZON CAPITAL SERVICES	280460	07/29/2026	\$7,835.22			Purchasing
CANYONLANDS AUTO & MINING SUP	280461	07/29/2026	\$180.62			Purchasing
CANYONLANDS COPY CENTER	280462	07/29/2026	\$75.00			Purchasing
CHEMTECH-FORD LLC	280463	07/29/2026	\$793.00			Purchasing
DESERT WEST OFFICE SUPPLY	280464	07/29/2026	\$182.00			Purchasing
EPHEMERAL COLLECTIVE	280465	07/29/2026	\$5,500.00			Purchasing
FRONTIER	280466	07/29/2026	\$1,974.95			Purchasing
Kirk, Brandon	280467	07/29/2026	\$200.00			Purchasing
LAWSON PRODUCTS INC.	280468	07/29/2026	\$17.93			Purchasing
NOVA PRINCIPLES FOUNDATION	280469	07/29/2026	\$500.00			Purchasing
OWEN EQUIPMENT COMPANY	280470	07/29/2026	\$1,688.99			Purchasing
PACKARD WHOLESALE	280471	07/29/2026	\$2,027.75			Purchasing
ROCKY MOUNTAIN POWER	280472	07/29/2026	\$79.87			Purchasing
SCOOTER'S TOOLS LLC	280473	07/29/2026	\$241.90			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	280474	07/29/2026	\$105.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	280475	07/29/2026	\$36.09			Purchasing
TURNER LUMBER OF MOAB	280476	07/29/2026	\$86.92			Purchasing
U.S. POSTMASTER	280477	07/29/2026	\$518.52			Purchasing
USABUEBOOK	280478	07/29/2026	\$1,193.61			Purchasing
WALKER'S TRUE VALUE HARDWARE	280479	07/29/2026	\$725.63			Purchasing
WHEELER MACHINERY CO	280480	07/29/2026	\$124.56			Purchasing
			\$24,508.97		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 07/30/2026 to 08/05/2026

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
AARON P. WISE ATTORNEY AT LAW	280482	08/05/2026	\$3,000.00			Purchasing
ALLDATA LLC	280483	08/05/2026	\$1,500.00			Purchasing
Allred, Richard	280484	08/05/2026	\$220.00			Purchasing
AMAZON CAPITAL SERVICES	280485	08/05/2026	\$1,531.30			Purchasing
ARCHES HANDYMAN LLC.	280486	08/05/2026	\$338.83			Purchasing
AT&T MOBILITY II, LLC	280487	08/05/2026	\$2,600.47			Purchasing
B I BILLS INSPECTION SERVICES LLC	280488	08/05/2026	\$1,875.00			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	280489	08/05/2026	\$131.25			Purchasing
CANYONLANDS AUTO & MINING SUP	280490	08/05/2026	\$96.57			Purchasing
CHEMTECH-FORD LLC	280491	08/05/2026	\$120.00			Purchasing
CITY OF MOAB	280492	08/05/2026	\$13,460.75			Purchasing
COWDELL LAW	280493	08/05/2026	\$3,000.00			Purchasing
CUSTOMER REFUNDS	280494	08/05/2026	\$137.50			Purchasing
CUSTOMER REFUNDS	280495	08/05/2026	\$65.00			Purchasing
DESERT WEST OFFICE SUPPLY	280496	08/05/2026	\$54.00			Purchasing
DORSETT TECHNOLOGIES INC.	280497	08/05/2026	\$30.00			Purchasing
EMERY TELCOM	280498	08/05/2026	\$2,129.10			Purchasing
FOUR CORNERS DESIGN CENTER	280499	08/05/2026	\$98.50			Purchasing
GRAINGER	280500	08/05/2026	\$1,789.08			Purchasing
GRAND TIRE PROS	280501	08/05/2026	\$1,828.64			Purchasing
GRAND WATER & SEWER AGENCY	280502	08/05/2026	\$156.70			Purchasing
HANSEN ALLEN & LUCE INC	280503	08/05/2026	\$351.00			Purchasing
LIMBWALKER TREE CARE, LLC	280504	08/05/2026	\$1,800.00			Purchasing
MOAB AUTO PARTS INC.	280505	08/05/2026	\$141.10			Purchasing
MOAB DOWNTOWNER LLC	280506	08/05/2026	\$54,841.27			Purchasing
Neumeier, Gerri	280481	07/30/2026	\$290.00			Purchasing
NUSO LLC	280507	08/05/2026	\$427.58			Purchasing
O'Hern, Kevin	280508	08/05/2026	\$154.01			Purchasing
O'REILLY AUTO PARTS	280509	08/05/2026	\$11.98			Purchasing
PARKLAND USA CORPORATION	280510	08/05/2026	\$145.64			Purchasing
POWERDMS INC	280511	08/05/2026	\$25,420.70			Purchasing
PROVELOCITY	280512	08/05/2026	\$16,507.42			Purchasing
PYE-BARKER FIRE & SAFETY LLC	280513	08/05/2026	\$8,010.00			Purchasing
REVCO LEASING COMPANY	280514	08/05/2026	\$3,108.89			Purchasing
RICK'S GLASS	280515	08/05/2026	\$50.00			Purchasing
RIVER CANYON WIRELESS	280516	08/05/2026	\$84.99			Purchasing
ROCKY MOUNTAIN POWER	280517	08/05/2026	\$39,960.11			Purchasing
SCOOTER'S TOOLS LLC	280518	08/05/2026	\$177.85			Purchasing
SIRCHIE FINGER PRINT LABS	280519	08/05/2026	\$56.30			Purchasing
SKAGGS	280520	08/05/2026	\$2,516.88			Purchasing
SKYLER CURRIE	280521	08/05/2026	\$840.00			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	280522	08/05/2026	\$22,313.15			Purchasing
STANDARD PLUMBING SUPPLY CO.	280523	08/05/2026	\$148.29			Purchasing
THE BENNETT GROUP DC	280524	08/05/2026	\$6,000.00			Purchasing
THE MOAB TIMES-INDEPENDENT	280525	08/05/2026	\$1,000.00			Purchasing
TURNER LUMBER OF MOAB	280526	08/05/2026	\$16.77			Purchasing
VICTORY LIGHTING NORTH AMERICA	280527	08/05/2026	\$28.00			Purchasing
WALKER DRUG	280528	08/05/2026	\$21.75			Purchasing
WALKER'S TRUE VALUE HARDWARE	280529	08/05/2026	\$1,273.07			Purchasing
WASH-IT EXPRESS	280530	08/05/2026	\$181.65			Purchasing
			\$220,041.09		\$0.00	



MOAB CITY COUNCIL AGENDA

August 11th, 2026

TITLE: UDOT Statewide Utility License Agreement (SULA)

DISPOSITION: Discussion and possible approval

PRESENTER/S: Didar Charles, Assistant City Engineer

ATTACHMENT/S: Proposed SULA between City of Moab and UDOT

STAFF RECOMMENDATION: Staff recommends approval of proposed SULA agreement between the City of Moab and UDOT. This agreement permits for operation, constructing, and maintaining City utility lines and related facilities within state highway right-of-way.

RECOMMENDED MOTION: I move to approve the Statewide Utility License Agreement between the City of Moab and UDOT, as presented by staff, and authorize the Mayor to execute the agreement.

SUMMARY:

The Statewide Utility License Agreement (SULA) is a formal agreement required by the Utah Department of Transportation (UDOT) that authorizes utility owners to construct, operate, and maintain utility facilities within State Highway rights-of-way. The City owns water, sewer, and stormwater utility facilities that are located within or cross UDOT rights-of-way; therefore, a SULA is required to authorize the City's use of these areas for its utility facilities.

UDOT informed City staff that the City's previous SULA expired in March 2018 and must be renewed. Staff recommends approval of the proposed SULA between the City of Moab and UDOT, which authorizes the City to continue constructing, operating, and maintaining its utility lines and related facilities within UDOT rights-of-way in accordance with UDOT requirements.

RELEVANT LAWS, STUDIES & PLANS: Utah Administrative Code R930-7

RESPONSIBLE DEPARTMENT: Engineering

FINANCIAL IMPACT: N/A

UDOT Contract # _____

UDOT Comptroller # _____

Contract Setup Initials _____

STATEWIDE UTILITY LICENSE AGREEMENT

NON-INTERSTATE

This **AGREEMENT** is made by and between the **Utah Department of Transportation** ("UDOT") and **MOAB CITY CORPORATION DBA CITY OF MOAB** ("Local Government"), a political subdivision of the State of Utah, each as party ("Party") and together as parties ("Parties").

RECITALS

WHEREAS, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities ("Facilities") within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

WHEREAS, the terms of this agreement shall apply to all issued encroachment permits; and

WHEREAS, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. **LICENSE:** UDOT grants a non-exclusive license to the Local Government for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
2. **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that the Local Government files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.

3. **APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the Local Government to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.
4. **RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.
5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit, and with state and federal laws and regulations. UDOT's inspection does not relieve the Local Government of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The Local Government is responsible for UDOT's inspection costs.
6. **COSTS:** The Local Government shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The Local Government shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The Local Government shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The Local Government shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT TC Series Drawings, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The Local Government shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The Local Government shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The Local Government shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The Local Government shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard

Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.

10. **EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the Local Government or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the Local Government or its representative shall immediately contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the Local Government, emergency work may be performed by a bonded contractor, public agency, or by Local Government. In all cases the Local Government shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.
11. **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the Local Government's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the Local Government's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by Local Government and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
12. **ENCROACHMENT PERMIT:** Access to UDOT right-of-way for installation of Facilities shall be allowed only pursuant to an encroachment permit issued by UDOT to the Local Government. The Local Government will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6.
13. **MAINTENANCE:** The Local Government shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the Local Government fails to maintain its Facilities, UDOT may notify the Local Government of any required maintenance needs. If the Local Government fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the Local Government of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the Local Government shall reimburse UDOT for its cost.

14. **LIABILITY:** The Local Government is not required to post a continuous bond as long as the Local Government is a current member of the Utah Local Governments Trust. If the Local Government is not a current member, the Local Government shall maintain continuous commercial general liability (CGL) insurance with UDOT as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate. The liability of the Local Government shall not be limited to the amount of the insurance policy. The policy shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Local Government's operations in the right-of-way. The Local Government shall notify UDOT immediately in writing at the address listed below if this insurance is planned to be terminated or is terminated.

Or the Local Government shall be self-insured to the limits stated in the Governmental Immunity Act, Utah Code Section 63G-7-604(1). Evidence of self-insurance must be provided by a letter from the Local Government's Attorney or Risk Department. The Local Government shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the Local Government and UDOT as additional insureds. Such insurance shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from work or operations performed in the right-of-way by itself, contractors, subcontractors or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations. This insurance coverage shall be maintained for a continuous period until the Local Government's Facilities are removed from UDOT's right-of-way.

Statewide Utilities Manager
Utah Department of Transportation
4501 South 2700 West
Salt Lake City, Utah 84129

Per Utah Administrative Code R930-7-6(d), the Local Government may be exempt from the bond requirement and certifies that it:

- Is a member of the Utah Local Governments Trust for purposes of commercial general liability insurance; or
- Is self-insured with a minimum of \$1,000,000 per occurrence; or
- Carries liability insurance with a minimum of \$1,000,000 per occurrence.

UDOT may require a bond from the Local Government for encroachment permits issued under this agreement (Utah Administrative Code R930-7-6(6)(b)). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the

Local Government to UDOT standards. The liability of the Local Government shall not be limited to the amount of the bond.

The Local Government agrees to hold harmless, defend, and indemnify UDOT, its officers, employees and agents ("Indemnities") from and against all claims, suits and costs, including attorney's fees, for injury or damage of any kind, arising out of the Local Government's negligent acts, errors or omissions in the performance of this agreement, and from and against all claims, suits and costs, including attorney's fees, for injury or damage of any kind arising out of Indemnities' failure to inspect, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from the Local Government's negligent acts, errors or omission in the performance of this agreement. UDOT and the Local Government are governmental entities under the Governmental Immunity Act, Utah Code § 63G-7-101. Notwithstanding any provision to the contrary in this Agreement, the obligations in this Agreement are subject to and limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act. This paragraph shall survive termination of the Agreement. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time.

15. **CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for the following: a) any failure on the part of the Local Government to comply with the terms and conditions set forth in the license agreement or the encroachment permit; and b) the failure of the Local Government to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the Local Government. Prior to any cancellation, UDOT shall notify the Local Government in writing, setting forth the violations, and will provide the Local Government a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT's authority under Utah Administrative Code R930-7.
16. **ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
17. **SUCCESSORS AND ASSIGNS:** All obligations and agreements herein contained shall be binding upon the parties, their successors and assigns.

18. **FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The Local Government shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the Local Government will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the Local Government shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the Local Government's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the Local Government must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the Local Government was granted a deviation, the Local Government must provide the permit describing the deviation.

19. **TERM:** The initial term of this Agreement shall be five (5) years from the Effective Date. This Agreement will automatically renew for additional terms of five years unless a Party terminates the Agreement pursuant to paragraph 20. Approximately six months prior to the renewal date, UDOT will send a notice of renewal to the Local Government. No later than 30 days prior to each five-year renewal date, the Local Government must provide UDOT with confirmation of the utility's bond, insurance, and business entity status.

20. **TERMINATION OF LICENSE AGREEMENT:** This Agreement may be terminated as follows:

- A. By mutual agreement of the Parties, in writing.
- B. By either Party, upon 30 days advance written notice to the other Party.
- C. By UDOT for the Local Government's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered per paragraph 21. The Agreement will not terminate if the Local Government commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such period, then UDOT may send a notice of termination, and this Agreement will terminate immediately upon delivery of such notice. Active encroachment permits previously

issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits, and R930-7. The obligation to maintain the continuous bond as described in paragraph 14 continues until the Local Government's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this Agreement shall survive termination of this Agreement.

21. GENERAL TERMS: The following terms apply to this Agreement:

A. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT: Utah Department of Transportation Statewide Utilities Division 4501 South 2700 West, 4th Floor Salt Lake City, UT 84129 Attention: Statewide Utilities Manager With a Copy To: Assistant Attorney General (UDOT) 4501 South 2700 West Box 148455 Salt Lake City, UT 84114	From Local Government: MOAB CITY CORPORATION DBA CITY OF MOAB 217 E. Center Street Moab, UT 84532 Federal ID No. 87-6000248
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B. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

C. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

D. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.



MOAB CITY CORPORATION DBA CITY OF MOAB
217 E. Center Street
Moab, UT 84532
Federal ID No. 87-6000248

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

APPROVED BY MOAB CITY CORPORATION DBA CITY OF MOAB REPRESENTATIVE

By: _____
Signature Date

Name: (printed) Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Statewide Utilities Manager Date

UDOT CONTRACT ADMINISTRATION

By: _____
Contract Administrator Date



MOAB CITY COUNCIL AGENDA

August 11th, 2026

TITLE: Sanitary Sewer Master Plan Update Task Order

DISPOSITION: Discussion and possible approval

PRESENTER/S: Didar Charles, Assistant City Engineer

ATTACHMENT/S: Task Order No. 26-03 2026 Sewer Master Plan Update

STAFF RECOMMENDATION: Staff recommends approval of the Sanitary Sewer Master Plan Task Order with Bowen Collins & Associates to proceed with the development of the City's Sanitary Sewer Master Plan.

PROPOSED MOTION: I move to approve the Sanitary Sewer Master Plan Update Task Order with Bowen Collins & Associates in the amount of \$109,479.00, as presented by staff, and authorize the Mayor to sign the agreement.

SUMMARY:

The City's sanitary sewer model was created in May 2017 as part of the 2018 City of Moab Sanitary Sewer Master Plan, and updated in July 2026. The model is a tool for assessing existing capacity, but it needs to be supplemented with additional growth projections and infrastructure condition-related data to identify recommended improvement projects to accommodate growth.

The master plan will evaluate projected growth in wastewater production, identify existing and future operational deficiencies, evaluate improvements to resolve identified deficiencies, and develop a capital improvements plan based on those findings. Following completion of the master plan, an impact fee analysis and sewer rate will be done to update those fees and rates (the current master fee schedule specifies sewer impact fees through 2027, and sewer rates through 2028)

RELEVANT LAWS, STUDIES & PLANS: Sanitary Sewer Model 2026, Strategic Plan Goal 4, General Plan Element 8

RESPONSIBLE DEPARTMENT: Engineering

FINANCIAL IMPACT: Funding for this task order comes from the Sewer Enterprise Funds. The total cost of this task order is \$109,479.00

**TASK ORDER NO. 26-03
TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES
2026 SEWER MASTER PLAN UPDATE**

OWNER: City of Moab, Utah

Effective Date of Master Agreement: April 22, 2014

THIS TASK ORDER NO. 26-03 TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "TASK ORDER") is made and entered into as of the 11th day of August 2026, by and between OWNER and Bowen Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. **PROJECT.** The PROJECT associated with this TASK ORDER is described as follows: 2026 Sewer Master Plan Update. The PROJECT SITE is the City of Moab, Utah.
2. **SCOPE OF SERVICES.** The SCOPE OF SERVICES and deliverables associated with this TASK ORDER is attached hereto as Exhibit A.
3. **FEES.** OWNER shall reimburse for services provided under this TASK ORDER on a time and expense basis not to exceed \$109,479.00. Payment shall be in accordance with the FEE SCHEDULE attached hereto as Attachment A and in accordance with the ENGINEERING SERVICES AGREEMENT.
4. **SCHEDULE.** The SERVICES associated with this TASK ORDER are anticipated to be completed as outlined in Exhibit A.
5. **ATTACHMENTS AND EXHIBITS.** Both parties have read and understood all attachments and exhibits referenced in or attached to this TASK ORDER and agree that such items are hereby incorporated into and made a part of the PROFESSIONAL SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER:

By: _____

Printed Name: _____

Its: _____

ENGINEER:

By:  _____

Printed Name: Jeff Beckman _____

Its: Vice President _____

July 17, 2026

EXHIBIT A

Mark Jolissaint, P.E.
City Engineer
City of Moab
217 E Center St
Moab, Utah 84532

Subject: Proposal to Provide Engineering Services for Sewer Master Plan Update

Dear Mr. Jolissaint:

Bowen Collins & Associates, Inc. (BC&A) is excited to present this proposal to provide engineering services for the City of Moab's (City) Sanitary Sewer Master Plan Update.

APPROACH AND SCOPE OF WORK

The City is a growing, dynamic community that will face many changes over the next several decades. The City completed a revision to its existing sewer model in 2026. This is a valuable tool for assessing existing capacity, but it will need to be supplemented with additional growth projections and condition-related data to identify recommended capital improvement projects to accommodate growth. The City would like to take the next step in this process by preparing a sewer master plan update and has requested BC&A's assistance in performing this update.

Scope of Work

The Scope of Services presented herein describes the individual tasks performed to accomplish this objective. The tasks are shown below:

Task Descriptions

PHASE 1 – SEWER MASTER PLAN UPDATE

- Task 1.1: Collect, Review, and Organize Data
- Task 1.2: Evaluate Projected Growth and Wastewater Production
- Task 1.3: Identify Existing Condition-Related Deficiencies
- Task 1.4: Identify Projected Future Operating Deficiencies
- Task 1.5: Evaluate Improvements to Resolve Identified Operating Deficiencies
- Task 1.6: Develop Sewer System Capital Facilities Plan
- Task 1.7: Document Results

PHASE 2 – IMPACT FEE FACILITIES PLAN

- Task 2.1: Assemble Existing Facilities Inventory and Determine Excess Capacity
- Task 2.2: Calculation of Capacity in Future Improvements
- Task 2.3: Document Results
- Task 2.4: Coordination with Stakeholders

PHASE 3 – IMPACT FEE ANALYSIS

- Task 3.1: Develop Impact Fee Analysis
- Task 3.2: Document Results

PHASE 4 – SEWER RATE ANALYSIS

- Task 4.1: Service Charge Study
- Task 4.2: Document Rate Study Results

PHASE 1 – SEWER MASTER PLAN UPDATE**Task 1.1: Collect, Review, and Organize Data**

Objective: To collect, review, and organize the data needed to develop a future model of the City’s sanitary sewer system that will be used to simulate future scenarios of flow impacts on the existing sewer system and to identify system deficiencies.

Activities:

1. Review the following information that will be provided by the City:
 - Previous sanitary sewer studies
 - Boundaries of future annexation areas and potential service areas
 - Growth projections from the City and the Governor’s Office of Management and Budget.
 - Digital files containing aerial mapping and topographic data of the sewer system service area.
 - GIS shapefiles of current City boundaries, the sewer system service area, and parcel boundaries with required attributes
 - Historic flows and patterns collected from the wastewater treatment plant and San Juan County
 - Existing model
2. Prepare for and attend a project kickoff meeting to review the project objectives and schedule, develop project and data coordination procedures, and discuss questions regarding the information provided by the City.

Products:

1. Information and understanding needed to create a future model scenario of the City’s sanitary sewer system and use it in preparing a capital improvements plan.

Task 1.2: Evaluate Projected Growth and Wastewater Production

Objective: Determine the potential quantity and distribution of sewer flows in the City’s sanitary sewer system.

Activities:

1. Evaluate growth projections from the City and the Governor’s Office of Management and Budget to estimate future wastewater production trends.
2. Develop and allocate projected wastewater production to the sewer service area based on land use, projected growth, and available planning information.
3. Develop projected wastewater demands for Moab through buildout based on the combined results of the activities described above and previous model updates.

Products:

1. Charts, tables, and mapping as necessary to summarize the City's current sewer production patterns.
2. Charts, tables, and mapping as necessary to summarize the City's projected sewer production.
3. Updated shapefile of sewer production projections
4. Charts and tables of flow monitor data for use in calibrating the City's hydraulic model.

Task 1.3: Identify Existing Condition-Related Deficiencies

Objective: Identify portions of the existing sanitary sewer system that do not meet recommended operating criteria based on condition.

Activities:

1. Utilize information provided from City operations personnel to identify condition-related improvements that need to be implemented in the sewer system to mitigate existing problems.

Products:

1. A list of existing condition-related sewer system deficiencies.

Task 1.4: Identify Projected Future Operating Deficiencies

Objective: Identify portions of the existing sewer system that will not meet recommended operating criteria under estimated demands from projected full buildout conditions.

Activities:

1. Revise the projected sewer flows in the sewer system model to include future sewer system demands at 10-year and 40-year intervals.
2. Use the computer model to simulate operating conditions of the existing sewer system facilities under projected future wastewater production. Review computer output from the model simulations and identify facilities that do not meet desired operating criteria.

Products:

1. A list of existing sewer system facilities that will need to be improved in order to meet desired operating criteria for projected future sewer production under various demands, variables, and scenarios listed above.

Task 1.5: Evaluate Improvements to Resolve Identified Operating Deficiencies

Objective: Evaluate alternative system improvements that, if implemented, would resolve the identified sewer system deficiencies (both existing and projected).

Activities:

1. Utilize the computer model to evaluate alternative sewer system improvements to resolve the system deficiencies. This will include developing alternative alignments for the South Trunk Sewer Line along with the remaining service life of the existing Episcopal Church/Pack Creek line.
2. With City personnel, identify the recommended sewer system capital improvement projects that will best resolve the identified system deficiencies. At this time, the City will also provide a list of any additional condition-related improvements it desires to include in the capital improvement plan.
3. Develop cost estimates for the recommended system improvements. With City personnel, create a prioritized list of improvements and determine the implementation year. Develop recommended timing for needed improvements based on the critical nature of the improvements and any funding or scheduling limitations.

Products:

1. A prioritized list of alternative capital improvement projects with cost estimates that can be implemented to resolve the identified sewer system deficiencies.

Task 1.6: Develop Sewer System Capital Facilities Plan

Objective: Develop a sewer system capital improvements plan for budgeting and planning purposes for the existing system.

Activities:

1. Meet with City personnel to develop prioritization criteria for recommended sewer system improvement projects. Prioritize recommended capital improvement projects based on whether needed improvements are to correct existing deficiencies or associated with future development and the other prioritization criteria developed with City personnel.
2. Develop a detailed 10-year sewer system capital facilities plan and budget for the existing system.
3. Prioritize recommended improvements that should be made outside the 10-year planning window.

Products:

1. 10-year budget plan for capital improvements.
2. Prioritized list of all capital improvements with cost estimates.

Task 1.7: Document Results

Objective: Prepare a report summarizing the results of this study.

Activities:

1. Prepare a draft report that summarizes the results of the study and presents the recommended sewer system capital improvements plan.
2. Meet (virtually) with City personnel to review comments on draft report.
3. Incorporate City comments into the final report.

Products:

1. A PDF of the draft sewer system master plan report
2. Three paper copies of the final sewer system master plan report.
3. One electronic PDF copy of the final sewer system master plan report
4. One copy of a technical appendix (if any) that contains pertinent technical data used in developing the master plan report.

PHASE 2 – IMPACT FEE FACILITIES PLAN**Task 2.1: Assemble Existing Facilities Inventory and Determine Excess Capacity**

Objective: Assemble a system inventory and determine available excess capacity in existing sanitary sewer infrastructure for use in the impact fee facilities plan.

Activities:

1. Work with City staff to assemble an inventory of existing sanitary sewer collection system facilities.
2. Develop a consistent methodology for calculating excess capacity in existing infrastructure.
3. Apply the methodology to calculate excess capacity in the collection system for subsequent impact fee calculations.

Products:

1. Existing facilities inventory and excess capacity calculations for use in the IFFP.

Task 2.2: Calculation of Capacity in Future Improvements

Objective: Determine the portion of planned capital improvements that are eligible for recovery through impact fees within the allowable planning window.

Activities:

1. Use the recommended list of improvements from the sewer master plan to assemble an IFFP for projects needed within the allowable 10-year planning window.
2. Develop a methodology for dividing project costs between expenses eligible for impact fees and expenses not eligible for impact fees.
3. Consider capacity used by growth within the 10-year planning window and capacity reserved for growth beyond the 10-year planning window.

Products:

1. Summary of impact fee-eligible and non-impact fee-eligible portions of planned capital improvements.

Task 2.3: Document Results

Objective: Prepare an impact fee facilities plan report that documents the evaluation and satisfies applicable Utah Code requirements.

Activities:

1. Document the results of the IFFP evaluation in a report containing the required elements of Utah Code 11-36a.
2. Prepare the written certification of the IFFP in accordance with applicable legal requirements.
3. Coordinate presentation of results and the required public hearing as part of Task 2.4.

Products:

1. One electronic copy and up to six hard copies of the final IFFP report.

Task 2.4: Coordination with Stakeholders

Objective: Coordinate review of the draft IFFP with stakeholders and support the City through adoption-related presentations and hearings.

Activities:

1. Distribute copies of the draft IFFP to stakeholders identified by the City.
2. Organize, prepare for, and attend a stakeholder meeting to obtain comments on the draft IFFP.
3. Work with City staff to address stakeholder comments in the final IFFP.
4. Present results and support the required public hearing prior to adoption of the IFFP and IFA. It is assumed BC&A will attend one in-person public hearing to assist in presenting IFFP & IFA results.

Products:

1. Stakeholder meeting materials, comment coordination, and adoption support for the IFFP and IFA.

PHASE 3 – IMPACT FEE ANALYSIS

Task 3.1: Develop Impact Fee Analysis

Objective: Develop a defensible impact fee analysis based on the IFFP, capital facilities planning information, and applicable legal requirements.

Activities:

1. Identify the impact of anticipated development on the sanitary sewer system.
2. Consider the method of financing existing and future facilities.
3. Determine the cost of existing capacity to be recouped and the cost of system improvements related to new development activity.
4. Calculate an appropriate and defensible impact fee.

Products:

1. Impact fee calculation and supporting analysis for inclusion in the IFA report.

Task 3.2: Document Results

Objective: Prepare an IFA report that documents the analysis, satisfies Utah Code requirements, and supports City review and adoption.

Activities:

1. Document the results of the impact fee analysis in an IFA report.
2. Prepare the written certification of the IFA in accordance with Utah Code 11-36a.
3. Coordinate draft IFA review with the City, the City's attorney, and stakeholders as part of Task 2.4.
4. Present results and support the required public hearing prior to adoption of the IFA as part of Task 2.4.

Products:

1. One electronic copy and up to six hard copies of the final IFA report.

PHASE 4 – SEWER RATE ANALYSIS

Task 4.1: Service Charge Study

Objective: To prepare a sewer service charge analysis in accordance with accepted industry standards.

Activities:

1. Document growth in sewer flow based on master plan projections.
2. Project future revenue requirements for the City based on O&M cost projections provided by the City, debt service schedules, impact fee revenues, and capital improvement plans.
3. Project sewer service charge revenue for the next five years.
4. Consider a change to the sewer rate structure to accommodate a base fee and volume charge.
5. Calculate the projected revenue deficiency or surplus for the next five years based on a base fee/volume charge rate structure.
6. Distribute system costs to various user classes in accordance with their requirements for service. This distribution will be based on the design cost-causative procedure recommended by the Water Pollution Control Federation, American Society of Engineers, and American Public Works Association.
7. Determine the service charges required to recover from each class of customer the approximate cost of serving that class of customer. If needed, a phase-in of the results over a limited time period will be calculated.

Products:

1. Service charge model in Microsoft Excel format.

Task 4.2: Document Rate Study Results

Objective: Prepare a report that provides the necessary support services to adopt and implement new service charges.

Activities:

1. Prepare a draft Rate Study Report, including figures, tables, and text, that documents the analytical procedures and recommendations of the study.
2. Distribute a draft report for review.
3. Prepare for and attend a draft report review workshop to receive and address comments on the draft report.
4. Incorporate review comments from the City into a final Rate Study Report.
5. Present the results of the final report and recommendations at a City Council meeting (remotely).
6. Assist the City in the modification of its existing sewer rate ordinance to reflect the changes resulting from the study.

Products:

1. Electronic copy of draft Rate Study Report.
2. Electronic copy of final Rate Study Report.
3. Exhibits and displays as required for a presentation to the City Council.

PROJECT SCHEDULE

Phase 1 of the work is anticipated to be completed in 2026 within 6 months of the notice to proceed. The impact fee facilities plan and impact fee analysis phases (2 and 3, respectively) will follow the master plan by approximately 4 months. The proposed key dates for the preliminary schedule are as follows:

Project Kickoff	July 2026
Draft Report	November 2026
Sewer Master Plan Final Report	December 2026
Support for Implementation and Model Operation	Ongoing
Complete Final IFFP	February 2027
Complete Final IFA	April 2027
Complete Rate Study	June 2027

FEE PROPOSAL

BC&A is committed to providing high quality engineering services at reasonable rates. We have tabulated a proposed estimate of man-hours to complete the scope of work described previously and a corresponding not to exceed fee schedule (Attachment A). Please note that BC&A tries to be as flexible as possible when working with clients to define project scopes and associated fees. As such, we are willing to make adjustments to any point of our proposed scope or fee to better meet the City's needs.

Attachment A
City of Moab
Sewer Master Plan Update
PROPOSED ENGINEERING FEE ESTIMATE

LABOR	6/25/2026	OFFICE STAFF			TECHS		E	
		OFFICE	EDITOR		TECH 1		Staff Eng.	PE
Hourly Rate		M. Skousen	D. Williams		M. Washburn		B. Price	A. McKin
		\$140.00	\$92.00		\$123.00		\$144.00	\$199.00
Phase 1 - Sewer Master Plan Update								
Task 1.1: Collect, Review, and Organize Data								
Review available information							4	2
Kickoff meeting							4	8
Task 1.2: Evaluate Projected Growth and Wastewater Production								
Examine land use based on the City's general plan							4	2
Consider redevelopment and annexation							2	
Project future sewer production							8	2
Task 1.3: Identify Existing Condition-Related Deficiencies								
Work with City staff to identify condition-related deficiencies							16	3
Task 1.4: Identify Projected Future Operating Deficiencies								
Create future production scenarios in model							16	1
Simulate future operating conditions and identify deficiencies							4	1
Task 1.5: Evaluate Improvements to Resolve Identified Operating Deficiencies								
Evaluate improvement alternatives							12	3
Select recommended improvements							8	3
Evaluate Alignment Alternatives for South Trunk Line							8	4
Cost estimates and prioritized list of improvements with implementation year							8	3
Task 1.6: Develop Sewer System Capital Facilities Plan								
Develop Prioritization Criteria							4	4
Develop detailed 10 year Capital Facilities Plan and Budget		4	4				16	2
Prioritize improvements that are outside 10 year plan			1				3	1
Task 1.7: Document Results								
Draft report		4	6				40	12
Review comments							8	8
Final Report		4	4				16	6
Phase 1 Subtotal		12	14		0		181	65
Phase 2 - Impact Fee Facilities Plan								
Task 2.1: Assemble Existing Facilities Inventory and Determine Excess Capacity							16	4
Task 2.2: Calculation of Capacity in Future Improvements							16	4
Task 2.3: Document Results		4	4		2		24	4
Task 2.4: Coordination with Stakeholders							12	14
Phase 2 Subtotal		4	4		2		68	26
Phase 3 - Impact Fee Analysis								
Task 3.1: Develop Impact Fee Analysis							8	4
Task 3.2: Document Results		4	4		2		16	8
Phase 3 Subtotal		4	4		2		24	12
Phase 4 - Sewer Rate Analysis								
Task 4.1 - Service Charge Study								



MOAB CITY COUNCIL AGENDA

August 11th, 2026

TITLE: Striping Project 2026

DISPOSITION: Discussion and possible approval

PRESENTER/S: Mark Jolissaint, City Engineer

ATTACHMENT/S: Agreement for Service between City of Moab and Straight Stripe Painting, Inc, UDOT
Straight Stripe Contract

STAFF RECOMMENDATION: No motion required.

RECOMMENDED MOTION: I move to approve the contract with Straight Stripe Painting, Inc. in an amount not to exceed \$200,000.00 and authorize the Mayor to sign it.

SUMMARY:

The City's procurement code allows and encourages use of state approved contracts. Straight Stripe Painting maintains a contract with UDOT that we have utilized in the past, most recently this past year. \$200,000 has been budgeted for striping work in the current fiscal year, and will include refreshing existing bike and travel lane striping, crosswalks, and parking stalls. Additionally, enhanced green street crossings for bike lanes will be installed in many locations, and cross hatching will be added to Williams Way at 100 West to encourage proper lane control on the eastbound lane and provide an effectively shorter pedestrian crossing.

RELEVANT LAWS, STUDIES & PLANS: Moab Municipal Code 2.28.110 B

This project supports active transportation by improving pedestrian and bicycle safety.

RESPONSIBLE DEPARTMENT: Engineering

FINANCIAL IMPACT: \$200,000 from the General Fund (budgeted)



AGREEMENT FOR SERVICES

by and between

**THE CITY OF MOAB,
A MUNICIPAL CORPORATION**

and

Straight Stripe Painting, Inc

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is entered into this ____ day of _____ 2026 by and between the City of Moab, a municipal corporation, (the “**City**”) and Straight Stripe Painting, Inc (the “**Contractor**”). The City and the Contractor are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

RECITALS

A. The City has sought, by issuance of a request for proposal or invitation to bid, the performance of the services defined and described in Section 1 of this Agreement.

B. The Contractor, following submission of a proposal or bid for the performance of the services defined and described in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City’s Municipal Code Section 2.28.130, the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of the Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as defined and described in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants made by the Parties and contained in this Agreement and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Work

In compliance with all the terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached to this Agreement as **Exhibit A** and incorporated by this reference. The services described in the Scope of Work shall be referred to as the “**Work**” in this Agreement. The Contractor acknowledges that it accepts the risk that the Work may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation should this occur. As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Work in a thorough, competent, and professional manner and is experienced in performing the Work. The Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent perform all aspects of the Work. The Contractor covenants that it shall follow the highest professional standards in performing the Work required by this Agreement and that all materials will be of good quality and fit for the purpose intended. For purposes of this Agreement, the

phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Contractor’s Proposal

The Work shall include the Contractor’s scope of work, proposal or bid, bid specifications, official design prints and specifications, change orders, approved written instructions, and written contract amendments and notice of award, if any, which shall be incorporated into this Agreement by this reference as though fully set forth in this Agreement. If any inconsistency between any scope of work, proposal or bid and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law

The Contractor shall keep itself informed concerning and shall render the Work in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments

The Contractor shall obtain at its sole cost and expense and shall maintain such licenses, permits and approvals as may be required by law for the performance of the Work. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from, or are necessary for, the Contractor’s performance of the Work. The Contractor shall indemnify, defend and hold harmless the City, its officers, employees or agents against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against the City.

1.5 Familiarity with Work

By executing this Agreement, the Contractor warrants that it:

- 1.5.1. Has thoroughly investigated and has considered the scope of the Work;
- 1.5.2. Has carefully considered how the Work should be performed;
- 1.5.3. Fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement;
- 1.5.4. Has, or will, investigate the site and is, or will be, fully acquainted with the existing conditions prior to commencement of any aspect of the Work upon any site that may be needed to perform the Work;
- 1.5.5. Shall immediately inform the City should the Contractor discover any latent or unknown conditions which will materially affect the performance of any aspect of the Work and shall not proceed except at Contractor’s sole risk and expense until written instructions are received from an authorized representative of the City.

1.6 Care of the Work

The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection of the Work and any related equipment, materials, papers, documents, plans, studies and/or other components to prevent losses or damages. The Contractor shall be responsible for all damages to persons or property until acceptance of the Work by the City, except such losses or damages as may be caused by the City's own negligence.

1.7 Warranty

The Contractor warrants that all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material or workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work, faulty material or workmanship or non-conformance of the work with the Scope of Work, scope of work, proposal or bid, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, the Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective or faulty material or workmanship or non-conforming work and any work which becomes damaged in the course of repairing or replacing the defective or faulty material or workmanship or non-conforming work. For any work corrected, the Contractor's obligation to correct defective or faulty material or workmanship or non-conforming work shall be reinstated for an additional one-year period, commencing with the date of acceptance of the corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. If the Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or faulty material or workmanship or non-conforming work and any work damaged by any defective or faulty material or workmanship or non-conforming work at the Contractor's sole expense. The Contractor shall be obligated to fully reimburse the City for any expenses

incurred upon demand. This provision may be waived in Exhibit B if the Work does not include construction of any improvements or the supplying of equipment or materials.

1.8 Further Responsibilities of Parties

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the Work of the other.

1.9 Services in Addition to the Work

The City shall have the right at any time during the performance of the Work, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Work (Exhibit A) or make changes by altering, adding to or deducting from Scope of Work (Exhibit A). No such extra services may be undertaken unless a written order is first given by the City Manager to the Contractor. These extra services may include an adjustment in (i) the Schedule of Compensation (Exhibit C), and/or (ii) Schedule of Performance (Exhibit D), (if applicable) and these adjustments are subject to the written approval of the Contractor. Any increases in the Schedule of Compensation (Exhibit C), taken either separately or cumulatively, must be approved by the City Manager if the total cost of the services does not exceed \$50,000. If the total cost of the services will exceed \$50,000, the extra services need to be approved by the Mayor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated by it.

1.10 Special Requirements

Additional terms and conditions of this Agreement, if any, which are made a part of this Agreement, are set forth in the "Special Requirements" which are attached as Exhibit B (if applicable) and are incorporated in this Agreement by this reference. If a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of this Agreement shall govern.

2. **COMPENSATION AND METHOD OF PAYMENT**

2.1. Agreement Sum

Subject to any limitations set forth in this Agreement, the City agrees to pay the Contractor the amounts specified in the "Schedule of Compensation" attached as Exhibit C and incorporated in this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$200,000 ("**Agreement Sum**"), unless additional compensation is approved pursuant to Section 1.9. The Schedule of Compensation shall include the attendance of the Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the Work with the City is a critical component of the Work. If the

Contractor is required to attend additional meetings to facilitate such coordination, the Contractor shall not be entitled to any additional compensation for attending these meetings. The Contractor acknowledges that the City is greatly concerned about the cost of work and the Work. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques or events that may or will materially increase or decrease the cost of the Work contemplated in this Agreement and specified in the Schedule of Compensation, the Contractor shall promptly notify the City Manager of this fact, circumstance, technique or event and the estimated increased or decreased cost and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed. The Contractor understands that even if it notifies the City Manager of an increase, the City shall not pay any additional funds to the Contractor for any increase unless the Parties fully execute a written amendment to this Agreement pursuant to Section 9.4.

2.2 Method of Compensation

The method of compensation may include:

- 2.2.1. a lump sum payment upon completion;
- 2.2.2. payment in accordance with specified tasks or the percentage of completion of the Work;
- 2.2.3. payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Agreement Sum;
- 2.2.4. such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses and travel expenses approved by the City Manager in advance and only if specified in the Schedule of Compensation.

2.4 Invoices

Each month, the Contractor shall furnish to the City an invoice for all services performed and expenses incurred during the preceding month to carry out the Work. Contractor shall furnish an invoice in a form approved by City's Finance Director and which includes copies of all receipts. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment and supplies.

The City shall independently review each invoice submitted by the Contractor to determine whether the services performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for services performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 7.3., the City shall use its best efforts to cause the Contractor to be paid for an invoice within forty-five (45) days of

receipt of the Contractor's correct and undisputed invoice. If any charges or expenses are disputed by the City, the City shall notify the Contractor within thirty (30) days of receipt of the invoice and request that the Contractor correct and resubmit the invoice.

2.5 Waiver

Payment to the Contractor for services performed pursuant to this Agreement shall not be deemed to waive any defect in the work, faulty material or workmanship or non-conformance of the services performed by the Contractor.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance

The Contractor shall commence the services pursuant to this Agreement upon full execution of this Agreement and shall perform all services within the time period(s) established in the Schedule of Performance attached as Exhibit D and incorporated in this Agreement by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the City Manager.

3.3 Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of any delay notify the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of any delay and extend the time for performing the services for the period of the delay when, and if, in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance

The City may inspect and accept or reject any of the Contractor's work under this Agreement, either during performance or when the terms of this contract are fully completed. The City shall reject or finally accept the Contractor's work within forth five (45) days after the services being provided to the City are fully completed. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. The City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 5, pertaining to insurance, indemnification and bonds.

3.5 Term

Unless terminated earlier in accordance with Section 7.8 of this Agreement, the term of this Agreement shall be for twelve (12) months, beginning on the date of full execution of this Agreement and extending through and concluding at 11:59 p.m. on the day before the anniversary date of this Agreement ("**Term**"). This Agreement shall automatically be extended for an additional year at the end of any Term unless either Party provides written notice of its desire not to renew this Agreement to the other Party prior to sixty (60) days of the expiration of any Term or extension. This Agreement shall continue to automatically renew indefinitely until terminated by either Party, except as otherwise provided in the Schedule of Performance (Exhibit D).

4. COORDINATION

4.1 Representatives and Personnel of Contractor

The following principals of the Contractor ("**Principals**") are designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the Work:

(Name)	(Title)
--------	---------

(Name)	(Title)
--------	---------

(Name)	(Title)
--------	---------

The Contractor expressly understands that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the City. Additionally, the Contractor shall make every reasonable effort to maintain the stability and continuity of the Contractor's staff, if any, assigned to perform the Work. The Contractor shall notify the City of any changes in the Contractor's staff assigned to perform the Work, prior to and during any such performance.

4.2 Status of Contractor

In providing the Work under this Agreement, the Parties expressly agree that the Contractor is acting as an independent contractor and not as an employee of the City. The Contractor shall have no authority to bind the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City. The Contractor shall not at any time nor in any manner represent that the Contractor or any of the Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

4.3 Contract Officer

The Contract Officer shall be such person as may be designated by the City Manager of the City. Should the City Manager appoint a Contract Officer, it shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Work and the Contractor shall refer any decisions which must be made by the City to the Contract Officer. Unless otherwise specified in this Agreement, any required approval of the City shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required to carry out the terms of this Agreement. In the absence of a designated Contract Officer, the City Manager shall serve the duties of the Contract Officer as specified above on behalf of the City.

4.4 Independent Contractor

Neither the City nor any of its employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the Work required in this Agreement, except as otherwise set forth in this Agreement. The City shall have no voice in the

selection, discharge, supervision or control of the Contractor's employees, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform the Work as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of the Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, the Contractor shall not contract with any other entity to perform in whole or in part the Work without the express written approval of the City. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted by this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of the Contractor, taking all transfers into account on a cumulative basis. If any such unapproved transfer, including any bankruptcy proceeding, the City, at its sole discretion, may void this Agreement in whole or in part. No approved transfer shall release the Contractor or any surety of the Contractor of any liability without the express consent of the City.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages

General: The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension as specified in Section 3.2, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of the City:

Comprehensive General Liability Insurance: A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

Worker's Compensation Insurance: A policy of worker's compensation insurance in an amount sufficient to fully comply with the laws of the State of Utah and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage

arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the Work.

Automotive Insurance: A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. The policy shall include coverage for owned, non-owned, leased and hired cars.

Professional Liability: Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to the Work. The insurance must be maintained for at least five consecutive years following the completion of the Work or the termination of this Agreement. During this additional five-year period, the Contractor shall annually, and upon request of the City, submit written evidence of this continuous coverage.

Additional Insurance: Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the City or its officers, employees or agents shall apply in excess of, and not contribute with the Contractor's insurance. The insurer is deemed to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of these policies of insurance shall provide that the insurance may not be amended or cancelled by the insurer or any Party without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. If any of these policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the City Manager. The Contractor shall not commence the Work or any other services until the Contractor has provided the City with Certificates of Insurance or appropriate evidence of the above insurance coverages and these Certificates of Insurance or appropriate evidence of the above insurance are accepted by the City. The City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to the City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION: SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED, THE ISSUING COMPANY SHALL

MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED IN THIS AGREEMENT.

[to be initialed] _____

Agent Initials

The City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities the Contractor performs; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, and its respective elected and appointed officers, officials, employees or volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

5.3 Indemnification

To the full extent permitted by law, the Contractor shall indemnify, defend at its own expense and hold harmless the City, its officers, employees, agents and volunteers ("**Indemnified Parties**") against, and shall hold and save them and each of them harmless from any and all liability and actions whether judicial, administrative, regulatory or arbitrated ("**Actions**") and any and all losses, claims, expenses or damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the Work or any other operations or activities provided in this Agreement of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's negligent, reckless or willful misconduct, or arising from the Contractor's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement ("**Claims**"). The Contractor shall defend any Action filed in connection with any such Claims and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection with any Claims.

The Contractor shall promptly pay any judgment rendered against the City, its officers, agents or employees for any such Claims arising out of or in connection with the performance of or failure to perform services, operations or activities of the Contractor and the Contractor agrees to save and hold the City, its officers, agents, and employees harmless.

If the City, its officers, agents or employees is made a party to any Action filed or prosecuted against the Contractor for such Claims arising out of or in connection with the performance of or failure to perform the services, operation or activities of the Contractor, the Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Failure of the City to monitor compliance with these provisions shall not be a waiver of this requirement. The provisions of this Section do not apply to claims or liabilities occurring as a result of the City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from the City's negligence, except that design professionals' indemnity shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Agreement.

5.4 Performance Bond

Concurrently with execution of this Agreement, and if required in Exhibit B, the Contractor shall deliver to the City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Utah, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager due to unique circumstances. If this Agreement continues for more than three years duration, or the City Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the City Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City

Manager to the City Council of City within ten (10) days of receipt of notice from the City Manager.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records

The Contractor shall keep all ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the City and Work (“**Records**”), as shall be necessary to perform the Work and enable the City to evaluate the performance of the Work. Any and all such Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City shall have full and free access to these Records at all times during normal business hours of the City, including the right to inspect, copy, audit and make transcripts from such Records. The Contractor shall maintain such Records for a period of seven (7) years following completion of the Work, and the City shall have access to such Records if an audit is required. If of dissolution of Contractor’s business, custody of the Records shall be given to the City, and access shall be provided by Contractor’s successor in interest.

6.2 Reports

The Contractor shall periodically prepare and submit to the City Manager (or his or her designee) such reports concerning the performance of the Work required by this Agreement as the City Manager (or his or her designee) shall require as well as any reporting required in the Scope of Work.

6.3 Ownership of Documents

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**Documents**”) prepared by the Contractor, its employees and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the City Manager (or his or her designee) or upon the termination of this Agreement. The Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the Documents. Any use, reuse or assignment of such Documents for other projects and/or use of uncompleted documents without specific written authorization by the City shall be at the Contractor’s sole risk and without liability to the City. The Contractor may retain copies of such Documents for its own use. The Contractor shall have an unrestricted right to use the concepts embodied.

6.4 Confidentiality and Release of Information

All information gained or work product produced by the Contractor in performance of this Agreement shall be held confidential by the Contractor unless such information is in the public

domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager (or his or her designee).

The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work. Response to a subpoena or court order shall not be considered “voluntary.”

If the Contractor, or any officer, employee or agent of the Contractor, provides any information or work product in violation of this Agreement, the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of the Contractor’s conduct.

The Contractor shall immediately notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the Work. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response provided by the Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 Utah Law

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Utah. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Grand, State of Utah, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the District of Utah, Tenth Circuit.

7.2 Disputes; Default

If the Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any services performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default.

This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Section. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute or which are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. If any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided in this Agreement.

7.4 Waiver

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of five hundred (\$500.00) as liquidated damages for each working day of delay in the performance of any service required by this Agreement, as specified in the Scope of Work (Exhibit A) and Schedule of Performance (Exhibit D). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services except those as may be specifically approved by the City Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the City Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the City Manager, except as provided in Section 7.3. If the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced and/or services delivered. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 7.2, take over the services and see them to completion by contract or otherwise. Should this occur, the Contractor shall be liable to the extent that the total cost for completion of the services required exceeds the

Schedule of Compensation in this Agreement (provided that the City shall use reasonable efforts to mitigate such costs), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of amount in excess of the Schedule of Compensation.

7.10 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-Liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest

The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder the Contractor's performance of services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee or agent without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination

The City is committed to providing equal employment opportunity for all persons without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law. The Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against any person or group of persons on account of race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law.

9. MISCELLANEOUS PROVISIONS

9.1 Notices

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and served personally, sent via email, or sent by prepaid, first-class mail, in the case of the City, to the City Manager, City of Moab, 217 East Center Street, Moab, UT 84532 or [insert email address] and in the case of the Contractor, to the person at the physical and email addresses designated on the signature page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

Jake Adams jake@straightstripe.net

Michael Black mblack@moabcity.gov

9.2 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. For the purposes of this agreement, the term “shall” means an action that is required or mandatory.

9.3 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment

This Agreement including the attachments is the entire, complete and exclusive expression of the understanding of the Parties on the subject of this Agreement. There are no oral agreements between the Parties concerning this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and signed by the Contractor and by the City Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability

If any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid or unenforceable by an order, judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are hereby agreed to be severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority

The persons executing this Agreement on behalf of the Parties warrant that (i) the Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of the Party, (iii) by executing this Agreement, the Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.7 No Waiver of Immunity

The City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this Agreement are expressly limited to the amounts identified in the Act. Further, nothing in this Agreement shall be deemed to abrogate or waive any immunity possessed by the City, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-6-101, et seq., or other applicable law.

9.8 Titles/Headings

The headings in the Agreement are for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

9.9 Necessary Acts of Cooperation

The Parties agree to do any act or thing necessary to execute any and all documents or instruments required by this Agreement and which are necessary and proper to make effective the provisions of and transaction contemplated by this Agreement. Provided, however, that neither Party shall act, or purport to act, on behalf of the other without the express written consent of the other Party.

9.10 Legal Review

The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter shall not apply to this Agreement.

9.11 Incorporation of Recitals

The recitals set forth in this Agreement are incorporated as part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

CITY:

Dated: _____

CITY OF MOAB, a municipal corporation

Joette Langianese
Mayor

ATTESTED:

By: _____

Sommar Johnson
City Recorder

CONTRACTOR:

Dated: _____

By: _____
Name:
Title:

Address: _____

Email: _____

EXHIBIT A
SCOPE OF WORK

I. Contractor will perform the following services and/or work (the “Work”):

A. Lane striping, hatching, parking stall striping, thermoplastic sidewalks, green bike lane treatments, and other work at City direction.

II. All work product is subject to review and acceptance by the City and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by the City.

EXHIBIT B
SPECIAL REQUIREMENTS

Not applicable.

EXHIBIT C
SCHEDULE OF COMPENSATION

- I. The Contractor shall perform all services per exhibit C-1.**
- II. The City will compensate the Contractor for services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the services performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged for the services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.
- III. The total compensation for all services related to the Work or otherwise shall not exceed \$200,000.00 as provided in Section 2.1 of this Agreement.**

EXHIBIT D
SCHEDULE OF PERFORMANCE

- I. Contractor shall perform the Work and all other services in accordance with the following schedule:**

Monday - Friday 7am - 5pm

The road temperature may impact the schedule. The contractor must coordinate with the city prior to the Work.

- II. Contractor shall deliver the Work and all other services to the City by the following dates:**

November 21, 2026

- III. The City Manager may approve extensions for performance of the Work and all other services in accordance with Section 3.2.**

Exhibit C-1

Itemized Price List

Item Number	Item Description	Units	Unit Price			
Removal						
1	Removal of Pavement Marking Paint	Lineal Feet	\$ 1.50			
2	Removal of Pavement Marking Tape	Lineal Feet	\$ 0.35			
3	Removal of Pavement Marking Epoxy	Lineal Feet	\$ 2.00			
4	Removal of Performed Thermoplastic Stop Line, Crosswalks	Lineal Feet	\$ 12.00			
5	Removal of Pavement Message Paint	Each	\$ 85.00			
6	Removal of Pavement Message Tape	Each	\$ 45.00			
7	Removal of Performed Thermoplastic Messages	Each	\$ 85.00			
Paint						
8	Pavment Marking Paint - Black	Gallons	\$ 61.00			
9	Pavment Marking Paint -White	Gallons	\$ 65.00			
10	Pavment Marking Paint - Yellow	Gallons	\$ 65.00			
11	Pavment Marking Paint - Green (Non Retroreflective)	Gallons	\$ 55.00			
12	Pavment Marking Paint - Green Retroreflective)	Gallons	\$ 60.00			
13	Pavement Message Paint	Each	\$ 75.00			
Tape						
14	Pavemt Marking 4" Tape - Black	Lineal Feet	\$ 20.00			
15	Pavemt Marking 8" Tape - Black	Lineal Feet	\$ 25.00			
16	Pavemt Marking 4" Tape - White	Lineal Feet	\$ 20.00			
17	Pavemt Marking 8" Tape - White	Lineal Feet	\$ 25.00			
18	Pavemt Marking 4" Tape - Yellow	Lineal Feet	\$ 20.00			
19	Pavemt Marking 8" Tape - Yellow	Lineal Feet	\$ 25.00			
20	Pavemt Message Tape	Each	\$ 450.00			
Thermoplastic Messages						
21	Pavent Message Performed Thermoplastic 90 mil Thickness	Each	\$ 125.00			
22	Pavent Message Performed Thermoplastic 125 mil Thickness	Each	\$ 425.00			
23	Large Pavement Message Preformed Thermoplastic	Square Foot	\$ 100.00			
24	Pavement Message (Performed Thermoplastic Stop Line - 12 inch)	Lineal Feet	\$ 40.00			
25	Pavement Message (Performed Thermoplastic Stop Line - 24 inch)	Lineal Feet	\$ 50.00			
Miscellaneous Items						
26	Traffic Control - Mobile Operation	Day	\$ 1,650.00			
27	Traffic Control - Short term stationary	Day	\$ 2,500.00			
28	Misceallaneous Item	Cost +%	15%			
29	Grinding for Grooved-in Pavement Markings	Lineal Feet	\$ 2.00			
30	Grinding for Grooved-in Pavement Messages	Each	\$ 425.00			
Mobilization						
Cost per truck type by county						
31	County	Removal	Paint	Tape	Thermoplastic	Grinding
32	Beaver	800	800	800	800	800
33	Carbon	1200	1200	1200	1200	1200
34	Emery	1200	1200	1200	1200	1200
35	Garfield	1100	1100	1100	1100	1100
36	Grand	1300	1300	1300	1300	1300
37	Iron	650	650	650	650	650
38	Kane	750	750	750	750	750
39	Millard	900	900	900	900	900
40	Piute	1100	1100	1100	1100	1100
41	San Juan	1500	1500	1500	1500	1500
42	Sanpete	1200	1200	1200	1200	1200
43	Sevier	1200	1200	1200	1200	1200
44	Washington	500	500	500	500	500
45	Wyane	1200	1200	1200	1200	1200
46	Utah/Wasatch	1200	1200	1200	1200	1200

Bids will be awarded by the following criteria

- 1 Average Cost of Removal of Pavement Marking Paint (lines 1-4)
- 2 Average Cost of Pavement Marking Paint (Lines 8-12)
- 3 Average cost of Pavement Marking Tape (lines 14 -19)
- 4 Average cost of Thermoplastic Messages (lines 21-22)
- 5 Average cost of Mobilization

All averages will be added togeather with the lowest score winning the bid.



STATE OF UTAH CONTRACT

44527

1. This agreement is between the following agency of the State of Utah: UDOT

DEPARTMENT OF TRANSPORTATION 810 **Procurement /Central Maintenance**

to be referred to as STATE, and the following supplier to be referred to as CONTRACTOR:

Company:	Straight Stripe Painting, INC	Contact Person:	Ryan G Cheever
Address:	269 North 3050 East	Phone Number:	435-862-9011
City, State, Zip:	St. George, Utah 84770	E-mail address:	cheever@straightstripe.net
		Vendor Code:	VC0000129217
		Commodity Code(s):	96861

LEGAL STATUS OF CONTRACTOR:

☐ Sole Proprietor ☐ Non-Profit Corporation ☒ For Profit Corporation ☐ Partnership ☐ LLC

2. CONTRACT TYPE & PURPOSE:

☒ Requirements ☐ Multiple Award ☐ Firm Fixed Price ☐ Other:

To provide: Furnish, install, remove: pavement marking pavement messages, grind for grooved-in markings and messages.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on Bid # UDOT240039CN

PSO Requisition #: 2024-0039 FY: 24

4. CONTRACT PERIOD: Effective date: 10/30/2023 Termination date: 10/29/2028

Contract will expire on this date unless terminated early.

5. CONTRACT COSTS: .

6. ATTACHMENT A: Terms and Conditions for Goods

ATTACHMENT B: Scope of Work

ATTACHMENT C: Cost Sheet

ATTACHMENT D:

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

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

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

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid# UDOT240039CN, dated 10/20/2023.

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

CONTRACTOR

STATE OF UTAH

R.G. Cheever

[Signature]

Contractor's Signature

UDOT Procurement Services

Straight Stripe Painting, Inc.

[Signature]

Contractor's Business Name

UDOT Director of Operations

Vice President

Krista Bailey

Title

Contract Administrator
Comptrollers Office

Cody Nelson

801-965-4063

codybnelson@utah.gov

Brent Beach

435-896-0833

bbeach@utah.gov

Agency Contact Person

Phone Number

E-mail address

Division Contact Person

Phone Number

E-mail address