# CITY COUNCIL MEETING

Thursday, March 16, 2023 at 6:30 PM
Council Chambers, 60 West Main, Hyrum, Utah

## AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, March 16, 2023. The proposed agenda is as follows:

**1. ROLL CALL**

**2. CALL TO ORDER**

**3. WELCOME**

**4. PLEDGE OF ALLEGIANCE**

**5. INVOCATION**

**6. APPROVAL OF MINUTES**

**7. AGENDA ADOPTION**

**8. PUBLIC COMMENT**

**9. SCHEDULED DELEGATIONS**

A. **Annette Francis** - To discuss affordable housing needs in Cache Valley.

B. **Matt Draper, Hyrum City** - To request a noise exemption allowed in Hyrum City Municipal Code Section 9.05.050 at 300 North 600 West from May 29, 2023 through October 3, 2023 for generators to produce electricity.

C. **Matt Draper, Hyrum City** - To discuss location of an exclusive Right-Of-Way and Easement Grant at 875 East 875 North with Questar Gas and the conditions to be included in the agreement for such grant.

**10. INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES**

A. **Resolution 23-08** - A resolution amending the Personnel Policies and Procedures Manual Section XII.9. Overtime Pay to further define scheduled overtime.

**11. OTHER BUSINESS**

A. Consideration and approval of a General Service Engineering Agreement with JUB Engineers, Inc.

B. Mayor and City Council reports.

**12. ADJOURNMENT**

_____

**Stephanie Fricke**
**City Recorder**

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Hyrum City at 435-245-6033 at least three working days before the meeting.

**CERTIFICATE OF POSTING** - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **13th day of March, 2023**. Stephanie Fricke, MMC, City Recorder.

# Noise Exemption Application

**HYRUM CITY**
60 W Main
Hyrum, UT 84319
(435)245-6033
Hyrumcity.org

The information will be used for purpose of processing Noise Exemption Applications. Questions about this collection should be directed to: Hyrum City, (435)245-6033

| | | |
|---|---|---|
| Applicant Name/Organization | Name: Hyrum City Power | Phone/Cell Number: (435)245-6033 |
| Applicant Address | Street: 90 N 100 W; City: Hyrum | Zip Code: 84319 |
| Applicant Email Address | mdraper@hyrumcity.com | |
| Job Site/ Emergency Contact | Name: Lineman on call | Phone/Cell Number: (435)881-0563 |
| Reason for Exemption Request | Power generation for summer loads | |
| Date(s) of Exemption Request | Start Date: 5/29/2023 | End Date: 10/3/2023 |
| Location of Exemption Request | 300 N 600 W | |
| Describe the source of sound or vibration in respect of which the exemption is sought | Three generators & fans running at 72 dba at 49ft away | |
| Applicant's Signature | | Date |

**Please print and forward this application to the address above**

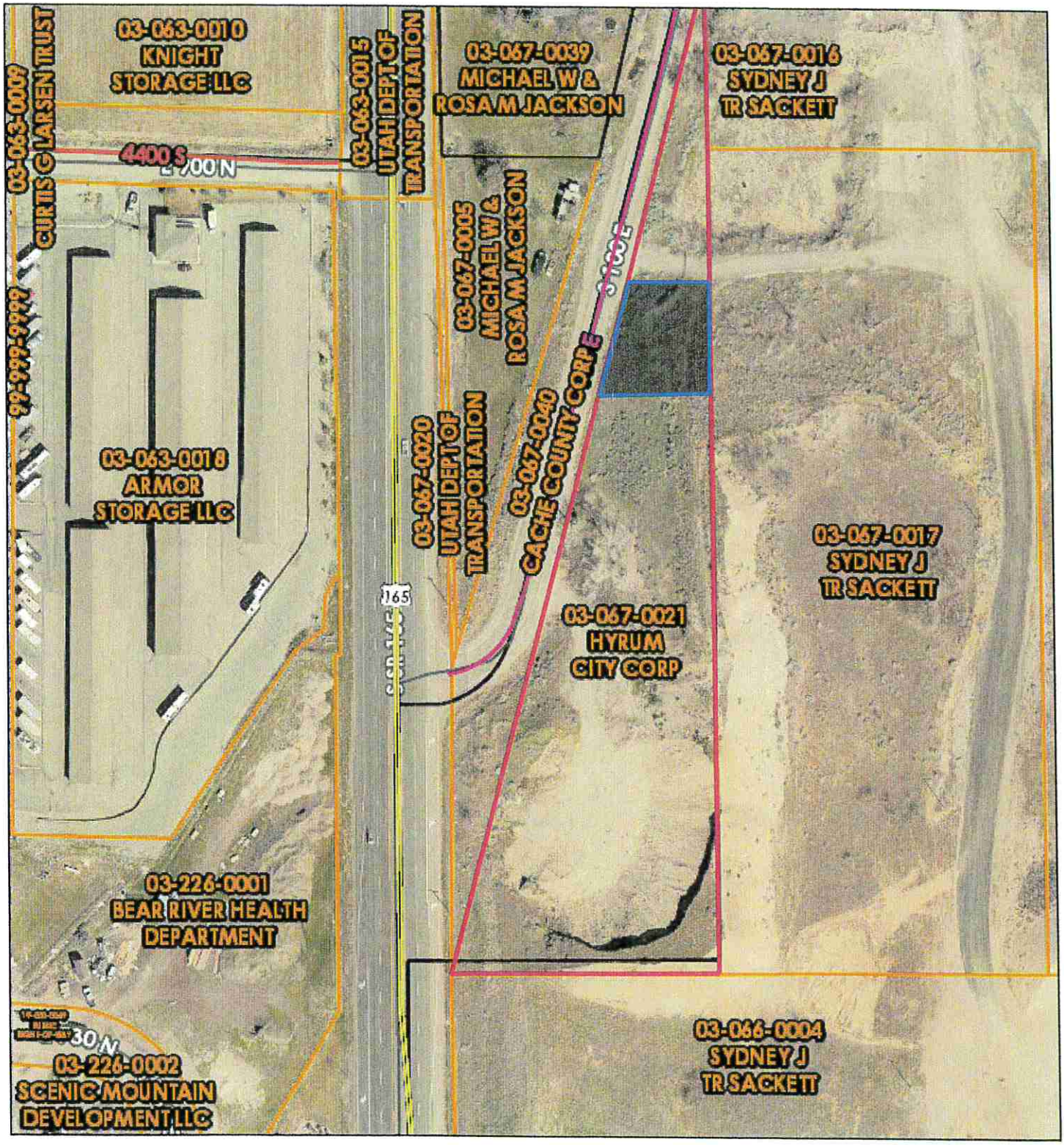
**Below the Dotted Line - For Office Use Only**

| | | |
|---|---|---|
| Temporary Noise Exemption is: | ☐ Approved | ☐ Disapproved |
| Hyrum City Administrator/Mayor | | Date |

03-057-0013
KRIS & B
HOLDINGS LLC
03-060-0078
KRIS & B
HOLDINGS LLC
03-060-0034
LUNDAHL
FARMS LLC
01-058-0022
JOEL &
MELISSA WIGHT
01-058-0052
DAWNYA JOY
HARTMAN
01-058-0012
KRIS & B
HOLDINGS LLC
01-027-0002
KEVIN L &
JANET SPETH
01-027-0004
HOLLY L & JASON
MICHAEL HARRIS
01-027-0005
STEPHEN LLOYD &
GLORIA RINCON TRS BALLS
116.2 ft
54.6 ft
01-027-0003
QUESTAR GAS
COMPANY
101
W 300 N
01-138-0025
JAMES T &
JILL C COX
NORTH
01-138-0202
CHRS DEVELOPMENT
GROUP LLC
01-138-0203
HYRUM LITTLE
BEAR LLC
01-138-0204
KRIS & ASHLEY
MARTIN
01-138-0205
JAMES RILEY & LETICIA
RAYANN CLEGG
01-138-0206
MARK & AERSTA
ACERSON
01-058-0018
UNITED STATES
OF AMERICA
01-032-0007
ISAIAS
ROSALES
01-032-0006
CRAIG R & KIM
C FAULKNER
01-032-0008
LANDON J &
HOLLIE J CHOULES

Date: 3/3/2023

# HY002




3/9/2023, 3:37:17 PM

1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.09 km

Override 1

Override 1

Class B Surface Type

ASPHALT

GRAVEL

DIRT

Municipal Boundaries

County Boundary

Cache Parcels

Maxar, Microsoft

Authorized Use: Cache County Development Services Office
Authorized Use: GIS Division/ Development Services

RESOLUTION 23-08

A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURE MANUAL SECTION XII.9. OVERTIME PAY TO FURTHER DEFINE SCHEDULED OVERTIME.

WHEREAS, on March 19, 1998, the Hyrum City Council adopted a personnel policy manual known as "Personnel Policies and Procedures Manual for Hyrum City Corporation"; and

WHEREAS, said manual sets forth those policies pertaining to personnel conduct, conditions of employment, employment classification, work week, benefits, payroll, and related matters; and

WHEREAS, Section XII.9. defines overtime pay; and

WHEREAS, there is a need to further clarify the definition of scheduled overtime from all hours worked in excess of 40 hours per week to all hours worked in excess of 40 hours per work week except those hours wherein employee is summoned by the Mayor or his/her designed to respond to emergency situation “Emergency Overtime”; and

WHEREAS, all Emergency Overtime is paid at one and half times the employees regular rate of pay and therefore should not be used in the calculation of a 40 hour work week when determining overtime.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum, Cache County, Utah, that Section XII.9 Overtime of the "Personnel Policies and Procedures Manual for Hyrum City Corporation" is hereby amended to read as follows:

1. Section XII.9. OVERTIME PAY of the Hyrum City Personnel Policies and Procedures Manual is hereby amended as follows:

**9. OVERTIME PAY.**

A. Definitions:

(1) Emergencies: Plowing snow, sanding, or other road hazards occurring outside of normal work hours. Interruptions of utility services outside of normal work hours, including electrical power failure, sewer backup, culinary or irrigation water failures, or other situations demanding immediate attention as determined by the Mayor or his/her designee.

(2) Overtime rate: One and one-half (1 1/2) times the regular straight-time pay for eligible hours

worked.

(3) Emergency overtime: All non-scheduled hours worked beyond work hours identified herein under XII.5 as determined by the Mayor or his/her designee in response to designated emergencies as defined in Section XII.9.A.(1) and other situations identified by the Mayor or his/her designee as emergencies.

(4) Scheduled overtime: All hours worked in excess of 40 hours per work week (except those hours wherein employee is summoned by the Mayor or his/her designee to respond to emergency situation "Emergency Overtime") including when an employee is required by the Mayor or his/her designee to work outside of normal work hours and/or if employee responds to scheduled overtime when On-Call. Scheduled overtime is not considered emergency overtime. When possible employee should receive a minimum of an 8 hour notice for scheduled overtime. All scheduled overtime must be approved by the Mayor or his/her designee.

(5) Compensatory time (comp-time): Time off during normal working hours in lieu of pay for hours accumulated under emergency or scheduled overtime.

B. Overtime shall be allowed for all hours worked in response to defined emergencies regardless of the number of hours worked during the work week.

C. Overtime shall be allowed for all scheduled hours worked in excess of 40 hours per work week, which work week is defined under XII.4. Emergency Overtime hours are excluded from counting towards the 40 hour work week since Emergency Overtime is already paid at one and one-half (1 ½) times employees regular rate of pay.

D. Holidays and vacation hours count towards 40 hour work week.

E. Comp-time and sick leave do not count toward 40 hour work week.

THIS RESOLUTION shall become effective upon adoption.

ADOPTED AND PASSED by the Hyrum City Council this 16th day of March, 2023.

HYRUM CITY CORP.

BY:_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

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

**J-U-B Project No.:** **57-23-0005**
**J-U-B Project Manager:** **Paul Willardson**

**This Agreement** entered into and effective this _____ day of February 2023**,** between Hyrum City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

**WITNESSETH:**

WHEREAS the CLIENT intends to: perform routine professional civil engineering services, planning, modeling, grant writing, surveying, and other items as requested hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

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

**CLIENT INFORMATION AND RESPONSIBILITIES**

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

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

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

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

**PROJECT REPRESENTATIVES**

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

**For the CLIENT:**

| | | | | |
|---|---|---|---|---|
| 1. | Name | **Mayor Stephanie Miller** | Work telephone | **435-245-6033** |
| | Address | **60 W Main** | Home/cell phone | |
| | | **Hyrum, UT 84319** | FAX telephone | |
| | | | E-mail address | smiller@hyrumcity.com |

**For J-U-B:**

| | | | | |
|---|---|---|---|---|
| 1. | Name | **Paul Willardson** | Work telephone | **435-713-9514** |
| | Address | **1047 S 100 W Ste 180** | Cell phone | **435-757-0084** |
| | | **Logan, UT 84321** | FAX telephone | |
| | | | E-mail address | **pwillardson@jub.com** |

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

**SERVICES TO BE PERFORMED BY J-U-B ("Services")**

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

**SCHEDULE OF SERVICES TO BE PERFORMED**

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

**BASIS OF FEE**

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

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

File Folder Title: _____

Remarks: _____

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

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

| **CLIENT:** | **J-U-B ENGINEERS, Inc.:** |
|---|---|
| **Hyrum City** | **1047 S 100 W Ste 180** |
| NAME | STREET |
| **60 W Main** | **Logan, UT 84321** |
| STREET | CITY / STATE / ZIP CODE |
| **Hyrum, UT 84319** | |
| CITY / STATE / ZIP CODE | BY (Signature) |
| | **Chris Slater Area Manager** |
| BY (Signature) | NAME / TITLE |
| **Mayor Stephanie Miller** | |
| NAME / TITLE | |
| BY (Signature) | |
| ADDITIONAL NAME / TITLE | |

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

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 5/20

**DISTRIBUTION: Accounting; Project File; CLIENT**

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

**GENERAL**

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

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

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

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

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

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

**REUSE OF DOCUMENTS**

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

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

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

**CONSTRUCTION PHASE SERVICES**

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

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

**NOTE on Coronavirus:** The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

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

**OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION**

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

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

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

**TIMES OF PAYMENTS**

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

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

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

**TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

**RISK ALLOCATION**

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

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

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

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

**HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

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

**RIGHT OF ENTRY**

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

**MEDIATION BEFORE LITIGATION**

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

**LIMITATION PERIODS**

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

**LEGAL FEES**

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

**SURVIVAL**

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

**EXTENT OF AGREEMENT**

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

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

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

**SUCCESSORS AND ASSIGNS**

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

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

**CONTROLLING LAW, JURISDICTION, AND VENUE**

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

J·U·B ENGINEERS, INC.

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

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

**PROJECT NAME:** Hyrum City General Services 2023
**CLIENT:** Hyrum City
**J-U-B PROJECT NUMBER:** 57-23-005
**CLIENT PROJECT NUMBER:**
**ATTACHMENT TO:**
☒ **AGREEMENT DATED: 2/16/2023**

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

## PART 1 - PROJECT UNDERSTANDING

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

Hyrum City has requested that JUB perform routine professional civil engineering services, planning, modeling, grant writing, surveying, and other items as requested.

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

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

A. **Task 000: Project Management**

1. For this task, J-U-B will:

a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
b. Communicate and coordinate J-U-B team activities
c. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
d. Regularly monitor project status, budget and schedule.
e. Provide a monthly invoice including budget status.
f. Provide ongoing document handling and filing.

g. Deliverables

i. Monthly Invoice for work performed

B. **Task 001: Power Dept. Survey**

1. For this task, J-U-B will:

a. Determine Right of Way along 1200 W to establish where to place the stakes for the new power poles near the 1200 W 4400 S intersection.
b. Place stakes in the field for the new power poles

c. Deliverables

i. Staked Survey Points for new power poles

C. **Task 002 Update Sewer System Evaluation and Capacity Assurance Plan (SECAP)**

1. See Exhibit 1-A for Scope of this task

D. **Task 003: Strategic Funding Plan**

1. For this task, J-U-B will:

a. Collect and review Capital Improvements Project (CIP) list.
b. Research funding opportunities and document them along with application deadlines, pre-planning requirements, matching fund requirements, expected award and contract dates, and potential projects that can be funded.
c. Meet with the City to discuss the strategic funding plan and recommended course of action. (1 meeting)

d. Deliverables

i. Strategic Funding Plan

E. **Task 004: Hazard Mitigation Assistance Grant (HMGP Grant)**

1. For this task, J-U-B will:

a. Monitor availability of HMGP funding and coordination with funding agency
b. Information gathering and Federal form(s) preparation (will require cooperation from the City)
c. Project location map creation
d. Application narrative preparation, review(s) and edits
e. Preparation of a project Benefit-Cost Analysis using FEMA's BCA Toolkit and backup documentation
f. Environmental and Historic Preservation evaluation
g. Document compilation and submittal

h. Deliverables

i. Completed HMGP Grant Application

F. **Task 005: 4600 S Waterline Extension Bidding**

1. For this task, J-U-B will:

a. Assemble front End EJCDC document including a bid Schedule and Measurement and payment for the project.
b. Load Project onto JUB.com Website
c. Conduct Pre-Bid Meeting
d. Attend Bid-Opening
e. Prepare Bid Tabulation
f. Issue (1) addendum to the bid including the Pre-Bid meeting minutes and compiled questions and answers from bidders.

g. Deliverables

i. Pre-Bid Minutes
ii. (1) Addendum
iii. Bid Tabulation

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

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

1. The City will provide J-U-B with any requested relevant known information and CIP list for the strategic plan task.

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

1. Other Routine Professional Civil Engineering services or related items as requested.

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

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

1. For Lump Sum fees:
   a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
   a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
3. Rate adjustments typically occur each year in the summer. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks or new Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee for tasks in progress will be computed based on remaining scope amount times the specific rate increase.

B. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

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

| Task Number | Task Name | Fee Type | Amount | Anticipated Schedule |
|---|---|---|---|---|
| 000 | Project Management | Time and Materials (Estimated Amount Shown) | $500 | Concurrent with work progress |
| 001 | Power Dept. Survey | Time and Materials (Estimated Amount Shown) | $8,500 | Concurrent with work progress |
| 002 | Update SECAP | Lump Sum | $15,500 | 8 weeks after all data received |
| 003 | Strategic Funding Plan | Lump Sum | $500 | Draft for CLIENT review 4 weeks after executed contract, notice to proceed, and receipt of all required data |
| 004 | HMGP Grant | Lump Sum | $4,000 | Draft for CLIENT review 4 weeks after executed contract, notice to proceed, and receipt of all required data |
| 005 | 4600 South Waterline Extension Bidding | Time and Materials (Estimated Amount Shown) | $4,500 | 2 weeks after executed contract, notice to proceed, and receipt of all required data |
| | | **Total:** | **$33,500** | |

***NOTE on Coronavirus and Schedule**: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their*

*families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

**Exhibit(s):**

- Exhibit 1-A: [Scope and Fee for Wastewater SECAP Task 002]

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: No

GROUP: Municipal

PROJECT DESCRIPTION(S)**:**

1. Municipal/Utility Engineering (203)
2. Sewer/Wastewater Collection/Disposal (S04)

HELPING EACH OTHER
CREATE BETTER COMMUNITIES

J-U-B

THE LANGDON GROUP
GATEWAY MAPPING INC.
J-U-B FAMILY OF COMPANIES

# EXHIBIT 1-A

January 10, 2022

Angela Pritchett
Wastewater Division Manager
Hyrum, Utah

RE: Scope of Work for Sewer System Evaluation and Capacity Assurance Plan

Dear Angela,

I am responding to a request for proposal to update Hyrum City's Sewer System Evaluation and Capacity Assurance Plan (SECAP). Below is a proposed scope of work, schedule and fee for the SECAP update. Our approach provides you with a working dynamic sewer model that can later be used to build future model scenarios to verify capacities, develop capital facility plans, and identify projects that could be funded through impact fees. On behalf of my team, we look forward to working with you on this project and helping you build a better community!

If you have any questions or concerns, please don't hesitate to call me at (385) 290-9368.

Sincerely,

J-U-B ENGINEERS, Inc.

Andrew Hobson, P.E.
Project Manager

Chris Slater, P.E.
Area Manager

J-U-B ENGINEERS, INC.

THE LANGDON GROUP

GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

## PART 1 - PROJECT UNDERSTANDING

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

CLIENT desires to update the Sewer System Evaluation and Capacity Assurance Plan (SECAP or The Plan). This update will be completed to verify if the existing collection system has adequate capacity to serve the current users and identify any existing pipes that may be approaching capacity. This update will be made using dynamic flow modeling software that will allow CLIENT to later develop future flow scenarios for future conditions if desired to help prepare for any future capacity improvements that may be needed.

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

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

### TASK 100. Project Management

1. **Set up Project -** Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. **Monitor Project -** Regularly monitor project status, budget and schedule.
3. **Prepare Invoices -** Provide a monthly invoice including budget status updates for CLIENT.
4. **Close Project -** Close financial billing and accounting records in J-U-B's financial and record-keeping systems. Archive paper and electronic files.

## TASK 200. SECAP Modeling and Updates to SECAP Report

For this task, J-U-B will:

1. **Hold Project Kickoff Meeting** - J-U-B will organize a kickoff meeting with the J-U-B project team members and City personnel to be involved with the project. This meeting will be used to review the roles of each of the project team members and collect readily available data for the SECAP update. Data to be gathered from the City includes sewer treatment plant flow data records and collection system GIS data.
2. **Import System Data -** Import system data to the modeling software as provided by the City. Interpolate/add invert elevations to manholes that will be modeled and that do not include elevation data.
3. **Delineate Service Areas -** Divide the city into existing sewer service areas based the flow routing of the existing system and so that 320 or fewer Equivalent Residential Units (ERU's) are located withing each service area.
4. **Assign Flows –** Count or estimate existing units in each service area and assign flows from each service area to a pipe that will be modeled including the new developments incorporated into the GIS system as of December 2022.
5. **Verify Model System Continuity –** Verify that collection pipes that are included in the hydraulic model are hydraulically connected and flowing in the correct direction.
6. **Run the Model and Create Figures** – Run the model to identify the capacity of each modeled pipe segment. Create a figure that shows the size of each modeled pipe segment color coded. Create a figure that shows the percent full range for each modeled pipe segment, color coded.
7. **Analyze Flow and System Information –** Summarize CLIENT provided treatment flow rates from Jan 2020 to Dec 2021, J-U-B to provide quality assurance role and conduct overall analysis from City provided preliminary analysis.
8. **Update 2017 SECAP report –** Update sections 1.0 and 2.0 of the 2017 SECAP with the updated model assumptions and update system maps in appendix A. Replace Appendix B with the conduit data from the model. Replace Appendix C with the updated recorded flow data from the treatment facility.
9. **Review Updated Draft SECAP with City** – Meet with City staff and review the results of the model and the updates to the SECAP.
10. **Make Final SECAP Edits –** Make final edits to the SECAP items updated as part of this scope based on the input from CLIENT.

11. **Assumptions:**
    a. Client will provide updated flow data from treatment facility meter
    b. CLIENT will provide collection system data including manhole lid and invert elvations and pipe sized.
    c. J-U-B will model the system pipes the collect flow from more than 320 ERU's. It is assumed that existing pipes that serve fewer than 320 ERU's have adequate capacity.
    d. J-U-B will interpolate the elevations of any of the modeled manholes that do not have elevations in the data provided by CLIENT.
    e. Each ERU have a flow of 300 gpd to match with the 2017 plan

12. Deliverables:
    a. Kickoff Meeting Minutes
    b. Updated SECAP including new SECAP appendices

## PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

1. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in that may be required for the project including, but not limited to:
    a. Flow Monitoring (if desired).
    b. GPS Survey (If desired).
    c. Manhole invert verification.
    d. Pipe diameter verification.

2. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
    a. Meter existing flows and calibrate model to match those flows.
    b. Evaluate additional future collection scenarios, such as a 10 year and a buildout model for accurate future pipe sizing.
    c. Analyze wastewater treatment facility capacity aligned to 10-Year flow projections.
    d. Develop a sewer collection and treatment capital facilities plan.
    e. Incorporate sewer lateral locations into the GIS database.
    f. Prepare an Impact Fee Facility Plan (IFFP) and Impact Fee assessment (IFA) to establish updated sewer impact fees.
    g. Write an updated system master plan report with updated conclusions and recommendations.
    h. Present findings to City Council

## PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

1. CLIENT shall pay J-U-B for the identified Services as follows:
    a. For Time and Materials, not to exceed fees:
        i. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.
2. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
3. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

J-U-B ENGINEERS, INC. THE LANGDON GROUP GATEWAY MAPPING INC. J-U-B FAMILY OF COMPANIES

4. The following table summarizes the fees and anticipated schedule for the identified Services.

| Task Number | Task Name | Fee Type | Amount | Anticipated Schedule |
|---|---|---|---|---|
| 100 | Project Management | Time and Materials (Ceiling Amount Shown) | $1,500 | Concurrent with work progress |
| 200 | Evaluate Collection System | Time and Materials (Ceiling Amount Shown) | $14,000 | 8 weeks after all data received |
| | | **Total:** | **$15,500** | |

***NOTE on Coronavirus and Schedule**: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

J-U-B ENGINEERS, INC.

THE LANGDON GROUP

GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Hyrum, UT

TYPE OF WORK: City

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S)**:**

1. Sewer/Wastewater Collection/Treatment/Disposal (S04)