

Mayor
MICHAEL KOURIANOS
City Attorney
THOMAS SITTERUD
City Recorder
SHERRIE GORDON
City Treasurer
SHARI MADRID
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-7263
www.pricecityutah.com

City Council
RICK DAVIS
AMY KNOTT-JESPERSEN
BOYD MARSING
LAYNE MILLER
TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 02/13/2019. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. OPENING REMARKS
 2. PLEDGE OF ALLEGIANCE
 3. ROLL CALL
 4. SAFETY SECONDS - Councilmember Knott-Jespersen
 5. PUBLIC COMMENT
 6. 100 NORTH UTAH DEPARTMENT OF TRANSPORTATION BRIDGE CLOSURE/REHABILITATION - Project update.
 7. REQUEST FOR SPONSORSHIP - Consideration and possible approval of sponsorship for the Young Art in the Town art contest.
 8. REQUEST FOR SPONSORSHIP - Consideration and possible request for sponsorship for 2019 Carbon High School Graduation Spectacular.
 9. REQUEST FOR SPONSORSHIP - Consideration and possible request for sponsorship for the Carbon Rodeo Club 2019 Carbon High School Rodeo.
 10. REQUEST FOR SPONSORSHIP - Consideration and possible approval of sponsorship for the Pacific Southwest Region of Babe Ruth League Inc. baseball tournament being held July 21-25, 2019.
 11. PROCLAMATION - Consideration and possible approval of a proclamation supporting the Utah Compact declaring 5 principles to guide Utah's immigration discussion.
 12. PROCLAMATION - Consideration and possible approval of a Proclamation for Arbor Day on April 26, 2019.
 13. RESOLUTION NO. 2019-03 - Consideration and possible approval of a resolution amending the employee promotion career ladder matrix for the water and sewer department at Price City.
 14. RESOLUTION 2019-04 - Consideration and possible approval of a resolution amending the employee promotion career ladder matrix for the parks and cemetery department at Price City.
 15. PRICE CITY WORD MARK LOGOS - Consideration and possible approval of word mark logo.
- CONSENT AGENDA
16. MINUTES
 - a. January 23, 2019 City Council meeting
 17. 1900 EAST PRICE PHASE III: 600 North to 800 North - Consideration and possible approval of UDOT Local Government Contract for Preconstruction Engineering Services with Horrocks Engineers, Inc in the amount of \$93,069.41 (Budgeted).
 18. SEWER CLEANING - Consideration and possible approval of contract with Twin "D" Inc. for

- biennial sewer cleaning in the amount of \$72,780 over two fiscal years. Bids were opened February 6, 2019 and Twin "D" Inc. was the low bidder. The project is within budgeted amounts.
19. EASY PROGRAM REIMBURSEMENT - Consideration and possible approval of an EASY Program Reimbursement for tangible property improvements at 91 East Main and 95 East Main.
 20. LOCAL CONSENT - Consideration and possible approval of Local Consent for alcohol sales at Millers Price LLC, 775 S Carbon Avenue.
 21. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Custom Predator Solutions at 1460 Sagewood Road, GMRG ACQ 1 LLC (DBA Pizza Hut) at 212 S HWY 55, Nieves Allende LLC at 353 S HWY 55, BCBU, Inc. dba Rocky Mountain Personal Care at 60 E 100 N, and Salon Vivid, LLC at 90 West 100 North Unit #7.
 22. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:
Tamara Gray and Kamra Davis, Deseret Wave Pool - Annual National Aquatics Management Training Classes, March 10-14, 2019, St. George, UT
Nick Tatton, Community Director/Human Resources Director - HR Law Seminar, May 30, 2019, Salt Lake City, UT
Bret Cammans, Customer Service Director - UAMPS monthly members meeting March 19-20, 2019, St George, UT and April 16-17, 2019, Salt Lake City, UT
 23. UNFINISHED BUSINESS

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to ETV10 News. The agenda was also posted in City Hall, the City's website at www.priccutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

Contest for Carbon County Youth

YOUNG ART IN THE TOWN

child is an artist, and every town is their work.



**STAY LOCAL TO YOUR
CREATIVITY
AND MAKE A PIECE
REPRESENTING A PART OF YOUR
TOWN**

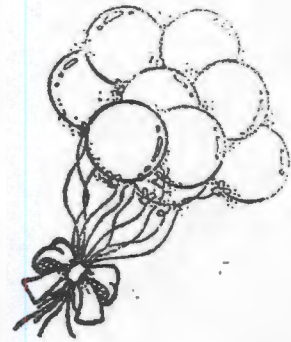
Deadline February 15th
drop work off at own
school secretary
office.

- Any Art Media
- Grades K-12
- Info card must be turned in with art
- Awards will be announced at the Art Show on February 20th at the Price City Hall @ 6 pm

(435)-630-9988
FOR PICK-UP OR MORE INFO
FAUSETTA@CARBONSCHOOLS.ORG

Graduation Spectacular

Wayne and Leslie Woodward
925 North 300 East
Prica, Utah 84501
(435) 637-7241
(435) 650-6163
(435) 650 5299



The Graduation Spectacular Program continues to work to give an alternative to the drug and alcohol abuse traditionally associated with High School Graduation. This event has kept nearly 3 decades of students' safe and accident free on Graduation Night.

We provide food, entertainment, hair cutting, caricature artists, arcade games, and numerous prizes including a computer system, desk, and a digital camera for one of the lucky seniors. We also attend a 3:00 A.M. showing of a newly released movie at the Prica Theater.

We have full support and parking lot control by the Prica City Police and Sheriff's Departments.

This great event is sponsored in cooperation with the LDS Church. All funds are donated by local area business, local municipalities, Carbon County, Government Agencies, Utilities, and the Carbon County School District.

Wayne and Leslie have been chairpersons for this event for over 20 years and have truly appreciated all of the community support.

For all cash donations; food, gift, and savings account certificates; please send back in the return envelope. For larger items, we will come and pick them up. If you are a new sponsor give us a call with any questions!

Sincerely,

A handwritten signature in cursive script that reads "Wayne & Leslie".

Wayne and Leslie Woodward



January 7, 2019

Dear Sponsor:

The Carbon Rodeo Club wishes to thank all of you who have supported our club in the past and also those of you who will be helping us for the first time this year. Your contributions allow our club to produce a successful rodeo each year and your generosity is sincerely appreciated.

Our annual qualifying Utah State High School Rodeo will be held this year on Friday, **April 12, 2019** at the Carbon County Fairgrounds. Contestants from throughout the State of Utah will participate during our annual rodeo. Without your sponsorship, contributions and support, production of our rodeo would not be possible.

We will acknowledge all sponsors by listing them in our program under the appropriate sponsorship categories as follows:

* Diamond Sponsors:	\$500	*Event sponsor + 2' x 6' banner + 8 complimentary tickets
* Ruby Sponsors:	\$250	*Event sponsor + 2' x 4' banner + 6 complimentary tickets
* Emerald Sponsors:	\$150	*Event sponsor + 2' x 4' banner + 4 complimentary tickets
Gold Sponsor	\$100	4 complimentary tickets
Silver Sponsors:	\$ 50	2 complimentary tickets
Bronze Sponsors:	\$ 35	2 complimentary tickets
Copper Sponsors:	\$ 25	2 complimentary tickets
Friend	\$ 20	2 complimentary tickets

*All sponsors who contribute in the Diamond, Ruby, or Emerald categories will also appear as an "Event Sponsor" and will be announced as an event sponsor during the rodeo.

A club member will be contacting you in the near future to see if you would like to be a sponsor of our rodeo this year and, if so, to pick-up the completed Sponsorship Contribution Form (attached) and your contribution. Following our receipt of your information and payment, we will send you complimentary tickets to our April 12, 2019 rodeo. Please plan on joining us to see high school rodeo at its best.

If you would prefer, you can mail your contribution directly to:

Carbon Rodeo Club
C/o Kadie Nielson
6870 S. Feichko Ln
Price, Utah 84501
Tel: (435) 820-6607

THANK YOU FOR YOUR SUPPORT! LETS' RODEO

Carbon Rodeo Club



2019
CARBON HIGH SCHOOL RODEO
SPONSORSHIP CONTRIBUTION FORM

Rodeo Club Contract Member: KAGEN RHODES

Sponsor Name: _____

Address: _____

Mailing Address (if different): _____

Phone: _____ Contact Person: _____

SPONSORSHIP CATEGORIES:

- * Diamond Sponsors: \$500 *Event sponsor + 2' x 6' banner + 8 complimentary tickets
- * Ruby Sponsors: \$250 *Event sponsor + 2' x 4' banner + 6 complimentary tickets
- * Emerald Sponsors: \$150 *Event sponsor + 2' x 4' banner + 4 complimentary tickets

(*Please attach a copy of your business logo to be placed on the banner)

- Gold Sponsor \$100 4 complimentary tickets
- Silver Sponsors: \$ 50 2 complimentary tickets
- Bronze Sponsors: \$ 35 2 complimentary tickets
- Copper Sponsors: \$ 25 2 complimentary tickets
- Friend: \$ 20 2 complimentary tickets

If you would prefer, you can mail your contribution directly to:

Carbon Rodeo Club
c/o Kadie Nielson
6870 S. Feichko Ln
Price, Utah 84501
Tel: (435) 820-6607



Sherrie Gordon <sherrieg@priceutah.net>

Fwd: Scanned image from Tolley Toddlers Preschool

1 message

Sherrie Gordon <sherrieg@priceutah.net>

Tue, Jan 22, 2019 at 11:19 AM

To: Mike Kourianos <michael.kourianos@gmail.com>, Rick Davis <Rickd@priceutah.net>, Rick Davis <rdavis@emerytelcom.net>, Amy Knott-Jespersen <amykj@priceutah.net>, Boyd Marsing <boydm@priceutah.net>, Layne Miller <laynem@priceutah.net>, Terry Willis <terryw@priceutah.net>
 Cc: Kevin Drolc <Kevind@priceutah.net>, Thomas Sitterud <tsitterud@law-os.com>, Nick Tatton <Nickt@priceutah.net>, Bret Cammans <bretc@priceutah.net>, Paul Bedont <Paulb@priceutah.net>, Miles Nelson <milesn@priceutah.net>, Nicole Steele <nsteele@utah.gov>

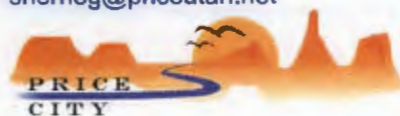
All,

The attached request will be on the February 13, 2019 City Council agenda for consideration.

Thank you.

Sherrie

Sherrie Gordon, CMC
 Price City Recorder
 185 East Main
 Price, UT 84501
 Office: 435-636-3183 Fax: 435-637-2905
 sherrieg@priceutah.net



----- Forwarded message -----

From: Nicole Steele <nsteele@utah.gov>

Date: Tue, Jan 22, 2019 at 10:29 AM

Subject: Fwd: Scanned image from Tolley Toddlers Preschool

To: Sherrie Gordon <sherrieg@priceutah.net>

Hi Sherrie,

The contract is attached. Jill would like to attend the February 13th meeting if at all possible.

Thanks
 Nicole


To Price City Council

Attached is the contract for Pacific Southwest Regional Baseball and a breakdown of July Tax comparisons. We will be hosting 13 year old Regionals here in Price starting on July 21, 2019. Should last 4-5 days here in town. We will have the same as last year, by holding the games at the USU Eastern ball fields and making it free to the public to come watch the games. Teams traveling into Price will be from Utah, California, Arizona, Hawaii, and Nevada. In the contract we are the First Party so we are responsible for what is listed under First Party. We are asking Price City for the amount of \$3000. \$1500 paid within the 1st month of March and the other \$1500 paid the 1st of July.

We know what a big success this was last year and want to be able to keep bringing it to our area. We could not do it without the generosity of the public, businesses, City Council and Price City employees. We are truly thankful for everyone's help!

Thanks You,
 Jill Emerson

State Commissioner/Regional Director

 **noreply@gmail.com_20190117_111304.pdf**
241K

AGREEMENT
Pacific Southwest Region
Of
Babe Ruth League, Inc.

THIS AGREEMENT, made and entered into this ____ day of _____
~~2011~~, by and between Carbon County Babe Ruth League, hereinafter referred to as the
"First Party", having its principal place of business in Price, UT and BABE RUTH
LEAGUE, INC. a corporation duly organized and existing under and by virtue of the
laws of the state of New Jersey, hereinafter referred to as the "Second Party", having its
principal place of business at 1670 Whitehorse-Mercerville Road Hamilton, New Jersey.

WHEREIN, IT IS MUTUALLY AGREED, as follows:

1. The Second Party hereby designates Carbon County Babe Ruth League of Price, UT as the Host League for the BABE RUTH LEAGUE, INC. Pacific Southwest ~~13~~ Year-old Regional tournament for the year 201~~1~~.
2. The First Party agrees, at its own expense, to make arrangements that the BABE RUTH LEAGUE, INC. Pacific Southwest ~~13~~ year old Regional Tournament for the year 201~~9~~ will be played at _____ in the city of Price in the state of Utah from July 21, 201~~9~~ to the termination of play. The Second Party shall cause the teams, managers, and coaches to be present in Price for said tournament.
3. The First Party shall be responsible for all financial obligations, with the exception of those terms which are specifically enumerated in the paragraphs below, which specify the responsibility of the Second Party.
4. Payments totaling Three Thousand Dollars (\$3000) must be paid to the Second Party per the following schedule. One thousand Dollars (\$1000) (non refundable) at the contract signing; One Thousand Dollars (\$1000) by July 1 2018; and One thousand Dollars (\$1000) by the beginning of tournament play. **All checks are to be made out to Babe Ruth League, Inc**
5. At least three complimentary sleeping rooms will be provided by the First Party to the Second Party in a local Hotel / Motel. **(Upgrades can be discussed with host league at individual expense.)**

6. The First Party agrees to obtain sponsors or to provide funds for a Mangers, Coaches and Umpires Breakfast; Reception Picnic for Managers, Coaches, and Players; Stadium with Press Box; Tournament telephone at the ball park. (cell phone is ok)
7. **There will be NO Host families for this Tournament**
8. The First Party agrees to use the official Babe Ruth Tournament Baseball manufactured by Rawlings (RBRO)
5 Dozen PSW Regional Baseballs will be provided by Second Party.
9. The host team from the host city will be a tournament team selected from the league or division of a league meeting all the requirements as set forth in the Rules and Regulations of BABE RUTH LEAGUE, INC. for a tournament team. **(Host league may select more than one team to compete in regular tournament competition. Host team must be so designated prior to tournament play. At NO time can player/coach participate on two tournament rosters in same season.)**
10. **The Second Party has final authority and responsibility which shall be reasonably exercised on all scheduling and rescheduling of regional tournament games, based on the recommendations of the First Party to the best interest of the Regional Tournament.**
11. The Regional Commissioner will provide four (4) umpires. The First Party will pay each umpire Forty Dollars (\$40) for each game they work. Three (3) umpires will be used for each game. **The First Party will provide adequate dressing facilities for umpires, approved by Regional Commissioner or his representative.**
12. **The First Party agrees to provide eighteen (18) Championship awards, eighteen (18) runner-up awards, (10) all tournament awards, one (1) Sportsmanship award and one (1) MVP award. The First party will establish a committee to select the ten (10) all tournament players, Sportsmanship and the MVP award.**
13. The Second Party will provide championship banner and the K&K insurance championship plaque.

14. The First Party assumes the responsibility and liability for active local promotion of all aspects of the Regional Tournament, including picnic, ticket sales, photographs, satisfactory ball fields, and souvenirs. The First Party must have permission from the Second Party for the use of the BABE RUTH LEAGUE, INC. emblems, logo, and registered trademarks.
15. **The Second Party has final authority and responsibility on all major decisions, which shall be based upon recommendations of the First Party to the best interest of the Regional Tournament**
16. The Parties agree that all memoranda relating to the conduct of this Regional Tournament and agreed to by the parties involved, shall become part of this contract; said memoranda to become binding only when signed by the Pacific Southwest Regional Commissioner of BABE RUTH LEAGUE, INC. or his designee, and the President or Vice President of the First Party.
17. The First Party is entitled to exclusive right to exercise an option on publishing a Babe Ruth Regional Tournament program book, with all proceed to remain with said First Party.
18. The First Party is entitled to exclusive ticket sales, concession stand rights, advertising and souvenirs, and is specifically entitled to all income derived from said tickets, concessions, advertising, and souvenirs.
19. Tournament information sheet shall be forwarded to PSW region 60 days prior to start of tournament.
20. A compressive list of Hotels/Motels will be submitted with information sheet, and all efforts of competing teams to occupy designated Hotels/Motels will be given to teams.
21. Does Host league carry babe Ruth Insurance? (K&K) **Yes or No**
If No please provide copy of insurance stating coverage for regional staff attending tournament. (Umpires, commissioners, etc.)
22. This agreement shall be interpreted according to the laws of the state of New Jersey In witness whereof, the parties hereto caused these present to be executed by their duly authorized officers the day and year below written

PACIFIC SOUTHWEST REGION OF BABE RUTH LEAGUE, INC.

By _____ Date _____
Pacific Southwest Commissioner

By _____ Date _____

Title _____

Address _____

Phone _____

Email _____

July Sales Tax Comparison

	July 2017	July 2018	Percent Increase
<i>Price City Taxes</i>			
Sales Tax	162,409	178,780	10%
Transient Room Tax	3,376	6,274	86%
Highway Tax	49,640	53,321	7%
Zap Tax	16,547	17,778	7%
County Option Highway Tax-Local Portion	12,840	14,104	10%
	<u>244,812</u>	<u>270,257</u>	<u>10%</u>
<i>Carbon County Taxes</i>			
Sales Tax	80,437	126,383	57%
Transient Room Tax	16,433	29,103	77%
Restaurant Tax	15,774	19,438	23%
County Option Tax	74,637	91,416	22%
County Option Highway Tax-County Portion	6,635	8,724	31%
County Option Highway Tax-Local Portion	38,009	43,724	15%
	<u>231,926</u>	<u>318,788</u>	<u>37%</u>

NOTE:

Amounts represent taxes submitted to the Utah State Tax Commission during the month of July. Thus, July amounts for vendors who file quarterly are not included; therefore, increases may actually be greater in July than shown.

If some vendors do not file timely, amounts may be included that were for prior months. Amounts may also include the effects of sales tax audit adjustments.

Source:

Data obtained from Monthly Distribution of Sales Tax to Local Governments reports from the Utah State Tax Commission. Note that the distributions for July are reported in September.

<https://tax.utah.gov/sales/distribution>

Proclamation

A PROCLAMATION BY THE MAYOR AND CITY COUNCIL OF PRICE CITY PROCLAIMING SUPPORT OF THE UTAH COMPACT DECLARING FIVE PRINCIPLES TO GUIDE UTAH'S IMMIGRATION DISCUSSION

WHEREAS, immigration is a federal policy issue between the U.S. government and other countries-not Utah and other countries. We urge Utah's congressional delegation, and others, to lead efforts to strengthen federal laws and protect our national borders. We urge state leaders to adopt reasonable polices addressing immigrants in Utah; and

WHEREAS, we respect the rule of law and support law enforcement's professional judgment and discretion. Local law enforcement resources should focus on criminal activities, not civil violations of federal code; and

WHEREAS, strong families are the foundation of successful communities. We oppose policies that unnecessarily separate families. We champion polices that support families and improve the health, education and well-being of all Utah children; and

WHEREAS, Utah is best served by a free-market philosophy that maximizes individual freedom and opportunity. We acknowledge the economic role immigrants play as workers and taxpayers. Utah's immigration policies must reaffirm our global reputation as a welcoming and business-friendly state; and

WHEREAS, immigrants are integrated into communities across Utah. We must adopt a humane approach to this reality, reflecting our unique culture, history and spirit of inclusion. The way we treat immigrants will say more about us as a free society and less about our immigrant neighbors. Utah should always be a place that welcomes people of goodwill;

NOW, THEREFORE, I, Price City Mayor Michael Kourianos, on this 13th Day of February, 2019, do hereby proclaim Price City's support of the

UTAH COMPACT

and encourage all residents of Price City to recognize ways they may individually and collectively support these principals.

Michael Kourianos, Mayor

ATTEST:

Sherrie Gordon, City Recorder

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooking costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees are a source of joy and spiritual renewal; and

WHEREAS, Price City has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I, Mike Kourianos, Mayor of the City of Price, do hereby proclaim April 26, 2019 as

ARBOR DAY

in the City of Price, and I urge all citizens to support efforts to care for our trees and woodlands and to support our City's community forestry program, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

DATED this 13th day of February, 2019

Mike Kourianos, Mayor

ATTEST:

Sherrie Gordon, City Recorder

RESOLUTION NO. _____

A RESOLUTION AMENDING THE EMPLOYEE PROMOTION CAREER LADDER MATRIX FOR THE WATER AND SEWER DEPARTMENT AT PRICE CITY

WHEREAS, Price City currently uses the following job descriptions in the water, sewer department:

- Laborer I
- Water/Sewer/Treatment Operator I
- Water/Sewer/Treatment Operator II
- Water/Sewer/Treatment Operator III
- Water/Sewer/Treatment Operator IV; and,

WHEREAS, Price City encourages employee professional development and advancement; and,

WHEREAS, Price City previously adopted an employee promotion career ladder matrix for the water and sewer department that has become outdated and in need of revision; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Career Ladder Matrix Adoption. That the employee promotion career ladder matrix attached herewith as Exhibit 1 is hereby adopted.

Section 2. Severability. The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Repealer. The provisions of any other resolutions in conflict herewith are hereby repealed.

Section 5. Effective Date. This resolution shall become effective upon its approval by the Price City Council on the 13th day of February, 2019

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS 13TH DAY OF FEBRUARY 2019.

PRICE MUNICIPAL CORPORATION

Michael Kourianos, Mayor

Attest:

Sherrie Gordon, City Recorder

EXHIBIT 1

EMPLOYEE PROMOTION CAREER LADDER MATRIX FOR THE PRICE CITY WATER, SEWER, TREATMENT DEPARTMENT

Career Ladder - Water & Sewer Department

September-18	W/S/T Laborer	W/S/T Operator I	W/S/T Operator II	W/S/T Operator III	W/S/T Operator IV
	Grade 4	Grade 8	Grade 9	Grade 10	Grade 12
PURPOSE	Provide assistance in the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.	Provide skilled assistance relating to the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.	Provide skilled assistance relating to the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.	Provide skilled assistance relating to the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.	Provide skilled assistance relating to the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.
DUTY AREAS	1. Water Treatment 2. Water Sampling and Analysis 3. Plumbing and Pipefitting 4. General Construction 5. Customer Service and Contractor Assistance 6. Heavy Equipment Operator 7. Excavation and Trenching 8. Sewer Cleaning and Inspection	1. Water Treatment 2. Water Sampling and Analysis 3. Plumbing and Pipefitting 4. General Construction 5. Customer Service and Contractor Assistance 6. Heavy Equipment Operator 7. Excavation and Trenching 8. Sewer Cleaning and Inspection	1. Water Treatment 2. Water Sampling and Analysis 3. Plumbing and Pipefitting 4. General Construction 5. Customer Service and Contractor Assistance 6. Heavy Equipment Operator 7. Excavation and Trenching 8. Sewer Cleaning and Inspection	1. Water Treatment 2. Water Sampling and Analysis 3. Plumbing and Pipefitting 4. General Construction 5. Customer Service and Contractor Assistance 6. Heavy Equipment Operator 7. Excavation and Trenching 8. Sewer Cleaning and Inspection	1. Water Treatment 2. Water Sampling and Analysis 3. Plumbing and Pipefitting 4. General Construction 5. Customer Service and Contractor Assistance 6. Heavy Equipment Operator 7. Excavation and Trenching 8. Sewer Cleaning and Inspection
REQUIREMENTS & CAPABILITY	None of the duty areas	Some of duty areas	Half of duty areas	Most of duty areas	All of duty areas
AI Certification level or above	0 of the 8 duty areas	2 of the 8 duty areas	4 of the 8 duty areas	6 of the 8 duty areas	8 of the 8 duty areas
		Treatment 1 or Distribution 1 or Collection 1 Certification	Treatment 4 or Distribution 2 or Collection 2 Certification	Treatment 4 or Distribution 3 and Collection 2 Certification	Treatment 4 and Distribution 3 and Collection 2 Certification
		Leads by example in safety, policies and procedures	Leads by example in safety, policies and procedures	Leads in safety, policies and procedures	Leads in safety, policies and procedures
		Satisfactory Evaluation	Satisfactory Evaluation	Satisfactory Evaluation	Satisfactory Evaluation
		Flagger Certificate	Flagger Certificate	Flagger Certificate	Flagger Certificate
		CDL	CDL	CDL	CDL
SUPERVISION RECEIVED	W/S/T Dept. Supervisors	W/S/T Dept. Supervisors	W/S/T Dept. Supervisors	W/S/T Dept. Supervisors	W/S/T Dept. Supervisors
SUPERVISION EXERCISED	None	None	None	Crew leader as assigned	Crew leader as assigned
YEARS EXPERIENCE	None	1 to 3 as Laborer	1 to 3 as Operator I	1 to 3 as Operator II	1 to 3 as Operator III

Mayor
 MICHAEL KOURIANOS
**Human Resource &
 Risk Management Director**
 NICK TATTON
Public Works Director
 MILES C. NELSON
City Engineer
 RUSSELL L. SEELEY, P.E.
Streets & Fleet Supervisor
 J. SCOTT OLSEN
Water & Sewer Supervisor
 SAM WHITE



City Council
 RICK DAVIS
 AMY KNOTT-JESPERSEN
 LAYNE MILLER
 BOYD MARSING
 TERRY WILLIS
www.priceutah.net
 CENTENNIAL CITY 1911-2011
 TRAIN TOWN USA 2013

PRICE CITY DEPARTMENT OF PUBLIC WORKS
 PRICE MUNICIPAL CORPORATION
 PUBLIC WORKS COMPLEX
 432 WEST 600 SOUTH * P.O. BOX 893, PRICE, UTAH 84501
 PHONE (435) 637-5010 * FAX (435) 637-5031

E-MAIL MEMO

To: Miles Nelson / Public Works Director
From: Sam White / W&S Dept Supervisor
 Ron Brewer / W-S-T Crew Supervisor
 Bill Wardle / W-S-T Crew Supervisor
Date: September 25th, 2018
Subject: Price City W/S Dept Career Ladder:
 Years of experience adjustment

The career ladder was written many years ago and was successfully implemented into job descriptions of the w/s dept. As employees started to apply for promotions, a concern for the years of experience line item was noticed.

Current:

Yrs Experience	w/s/t laborer	w/s/t Operator I	w/s/t Operator II	w/s/t Operator III	w/s/t Operator IV
	None	1 to 3 As Laborer	2 to 6 as Op I	4 to 9 as Op II	8 and up as Op III

Proposed

Yrs Experience	w/s/t laborer	w/s/t Operator I	w/s/t Operator II	w/s/t Operator III	w/s/t Operator IV
	None	1 to 3 As Laborer	1 to 3 as Op I	1 to 3 as Op II	1 to 3 as Op III

Currently, the minimum amount of time for an entry level employee to move up to Operator IV would be 15 years. The normal scenario is an employee has to have ½ the required years of experience in each level and that would take approximately 20 years to be eligible for Operator IV. The full time of experience would be 26 years before eligibility for the top position.

This creates a job position were employees may only obtain some promotions late in their career for Price City. In most industries or construction trades jobs, people serve apprenticeships of 4 to 5 years then move into journeyman level status upon completion of work related requirements.

With the proposed time adjustment, an employee could reach the w/s/t operator level IV position in a minimum time of 4 years and full years of experience requirement range of 12 years. The normal status would be somewhere in the middle.

As with any promotion, each employee must meet the duty areas and the requirements-capabilities of each grade level; before the request will be submitted for approval.

This adjustment will create an incentive for existing or new employees in the w/s dept to learn skills, gain experience and move into higher level positions in a timely manner.

End

Career Ladder - Water & Sewer Department

September-18	W/S/T Laborer	W/S/T Operator I	W/S/T Operator II	W/S/T Operator III	W/S/T Operator IV
	Grade 4	Grade 8	Grade 9	Grade 10	Grade 12

PURPOSE	Provide assistance in the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.	Provide skilled assistance relating to the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.	Provide skilled assistance relating to the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.	Provide skilled assistance relating to the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.	Provide skilled assistance relating to the construction, repair, maintenance and operation of the treatment plant, water distribution and sewer collection systems.
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DUTY AREAS	1. Water Treatment	1. Water Treatment	1. Water Treatment	1. Water Treatment	1. Water Treatment
	2. Water Sampling and Analysis	2. Water Sampling and Analysis	2. Water Sampling and Analysis	2. Water Sampling and Analysis	2. Water Sampling and Analysis
	3. Plumbing and Pipefitting	3. Plumbing and Pipefitting	3. Plumbing and Pipefitting	3. Plumbing and Pipefitting	3. Plumbing and Pipefitting
	4. General Construction	4. General Construction	4. General Construction	4. General Construction	4. General Construction
	5. Customer Service and Contractor Assistance	5. Customer Service and Contractor Assistance	5. Customer Service and Contractor Assistance	5. Customer Service and Contractor Assistance	5. Customer Service and Contractor Assistance
	6. Heavy Equipment Operator	6. Heavy Equipment Operator	6. Heavy Equipment Operator	6. Heavy Equipment Operator	6. Heavy Equipment Operator
	7. Excavation and Trenching	7. Excavation and Trenching	7. Excavation and Trenching	7. Excavation and Trenching	7. Excavation and Trenching
	8. Sewer Cleaning and Inspection	8. Sewer Cleaning and Inspection	8. Sewer Cleaning and Inspection	8. Sewer Cleaning and Inspection	8. Sewer Cleaning and Inspection

REQUIREMENTS & CAPABILITY At Certification level or above	None of the duty areas	Some of duty areas	Half of duty areas	Most of duty areas	All of duty areas
	0 of the 8 duty areas	2 of the 8 duty areas	4 of the 8 duty areas	6 of the 8 duty areas	8 of the 8 duty areas
		Treatment 1 or Distribution 1 or Collection 1 Certification	Treatment 4 or Distribution 2 or Collection 2 Certification	Treatment 4 or Distribution 3 and Collection 2 Certification	Treatment 4 and Distribution 3 and Collection 2 Certification
		Leads by example in safety, policies and procedures	Leads by example in safety, policies and procedures	Leads in safety, policies and procedures	Leads in safety, policies and procedures
		Satisfactory Evaluation	Satisfactory Evaluation	Satisfactory Evaluation	Satisfactory Evaluation
		Flagger Certificate	Flagger Certificate	Flagger Certificate	Flagger Certificate
		CDL	CDL	CDL	CDL

SUPERVISION RECEIVED	W/S/T Dept. Supervisors	W/S/T Dept. Supervisors	W/S/T Dept. Supervisors	W/S/T Dept. Supervisors	W/S/T Dept. Supervisors
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SUPERVISION EXERCISED	None	None	None	Crew leader as assigned	Crew leader as assigned
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YEARS EXPERIENCE	None	1 to 3 as Laborer	1 to 3 as Operator I	1 to 3 as Operator II	1 to 3 as Operator III
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RESOLUTION NO. 2019-04

A RESOLUTION AMENDING THE EMPLOYEE PROMOTION CAREER LADDER MATRIX FOR THE PARKS AND CEMETERY DEPARTMENT AT PRICE CITY

WHEREAS, Price City currently uses the following job descriptions in the water, sewer department:

- Laborer I
- Groundskeeper I
- Groundskeeper II
- Groundskeeper III

WHEREAS, Price City encourages employee professional development and advancement; and,

WHEREAS, Price City previously adopted an employee promotion career ladder matrix for the parks and cemetery department that has become outdated and in need of revision; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Career Ladder Matrix Adoption. That the employee promotion career ladder matrix attached herewith as Exhibit 1 is hereby adopted.

Section 2. Severability. The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Repealer. The provisions of any other resolutions in conflict herewith are hereby repealed.

Section 5. Effective Date. This resolution shall become effective upon its approval by the Price City Council on the 13th day of February, 2019

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS 13TH DAY OF FEBRUARY 2019.

PRICE MUNICIPAL CORPORATION

Michael Kourianos, Mayor

Attest:

Sherrie Gordon, City Recorder

EXHIBIT 1

EMPLOYEE PROMOTION CAREER LADDER MATRIX FOR THE PRICE CITY PARKS AND CEMETERY DEPARTMENT

Career Ladder: Groundskeeper January 2019

	Laborer Grade 4	Groundskeeper I Grade 5	Groundskeeper II Grade 6	Groundskeeper III Grade 7
PURPOSE	Provide assistance in the custodial and maintenance work of landscapes, cemeteries, public parks, athletic fields, and related facilities.	Provide unskilled to semi-skilled custodial and maintenance work of landscapes, cemeteries, public parks, athletic fields, and related facilities.	Provide unskilled to semi-skilled custodial and maintenance work of landscapes, cemeteries, public parks, athletic fields, and related facilities.	Provide unskilled to semi-skilled custodial and maintenance work of landscapes, cemeteries, public parks, athletic fields, and related facilities.
DUTY AREAS	<ol style="list-style-type: none"> 1. Forestry: Tree planting, care, pruning, removal, chipping, treatment of disease. 2. Job safety, First Aid, Traffic Control 3. Small engine & power tool operation, maintenance 4. Water sprinkler pipe, installation, repair, head adjustment, coverage, valving, control, drainage 5. Landscaping, soils, planting, flowers, grass, mowing, trimming, filing, weeding, fertilizing and aeration 6. Pesticide & Herbicide Usage/Application 7. Equipment Operator: driving, towing, pre-checks, storage, clean up 8. Parks, restroom, pavilion, playground, sports courts, parking lots, clean up, maintenance, reservations, events 9. Cemetery grave excavation, burial, restoration, funeral assist 10. Heavy Equipment Backhoe Operation & Maintenance 11. Irrigation Assist 12. NIMS 	<ol style="list-style-type: none"> 1. Forestry: Tree planting, care, pruning, removal, chipping, treatment of disease 2. Job safety, First Aid, Traffic Control 3. Small engine & power tool operation, maintenance 4. Water sprinkler pipe, installation, repair, head adjustment, coverage, valving, control, drainage 5. Landscaping, soils, planting, flowers, grass, mowing, trimming, filing, weeding, fertilizing and aeration 6. Pesticide & Herbicide Usage/Application 7. Assist with State Marking 8. Equipment Operator: driving, towing, digging, pre-checks, storage, clean up 9. Parks, restroom, pavilion, playground, sports courts, parking lots, clean up, maintenance, reservations, events 10. Cemetery grave excavation, burial, restoration, funeral assist, headstone & grave marking 11. Heavy Equipment Backhoe Operation & Maintenance 12. Team Leader/Crew Management 13. Irrigation Assist/Troubleshooting/Repair 	<ol style="list-style-type: none"> 1. Forestry: Tree planting, care, pruning, removal, chipping, treatment of disease 2. Job safety, First Aid, Traffic Control 3. Small engine & power tool operation, maintenance 4. Water sprinkler pipe, installation, repair, head adjustment, coverage, valving, control, drainage 5. Landscaping, soils, planting, flowers, grass, mowing, trimming, filing, weeding, fertilizing and aeration 6. Pesticide & Herbicide Usage/Application 7. Blue State Marking 8. Equipment Operation, driving, towing, digging, pre-checks, storage, clean up 9. Parks, restroom, pavilion, playground, sports courts, parking lots, clean up, maintenance, reservations, events 10. Cemetery grave excavation, burial, restoration, funeral assist, headstone & grave marking 11. Team Leader/Crew Management 12. Aerial Lift/Forestry Truck Operation 13. Heavy Equipment/Backhoe Operation & Maintenance 14. Irrigation Installation Assist/Troubleshooting/Repair 	<ol style="list-style-type: none"> 1. Forestry: Tree planting, care, pruning, removal, chipping, treatment of disease 2. Job safety, First Aid, Traffic Control 3. Small engine & power tool operation, maintenance 4. Water sprinkler pipe, installation, repair, head adjustment, coverage, valving, control, drainage 5. Landscaping, soils, planting, flowers, grass, mowing, trimming, filing, weeding, fertilizing and aeration 6. Pesticide & Herbicide Usage/Application 7. Blue State Marking 8. Equipment Operator: driving, towing, digging, pre-checks, storage, clean up 9. Parks, restroom, pavilion, playground, sports courts, parking lots, clean up, maintenance, reservations, events 10. Cemetery grave excavation, burial, restoration, funeral assist, headstone & grave marking 11. Team Leader/Crew Management 12. Aerial Lift/Forestry Truck Operation 13. Heavy Equipment/Backhoe Operation & Maintenance 14. Irrigation Installation Assist/Troubleshooting/Repair
REQUIREMENTS & CAPABILITY	<p>One of the duty areas</p> <p>NIMS</p> <p>Satisfactory Evaluations</p> <p>Certification Papper</p> <p>Demonstrated communication, teamwork, and interpersonal skills</p> <p>Computer Skills-Calendar, Reports</p>	<p>Some of the duty areas</p> <p>Full capability in 3 of the 9 duty areas</p> <p>Leads by example in safety, and following policies & procedures</p> <p>Satisfactory Evaluations</p> <p>Certification Papper</p> <p>Demonstrated communication, teamwork, and interpersonal skills</p> <p>Computer Skills-Calendar, Reports</p>	<p>Most of the duty areas</p> <p>Full capability in 5 of the 9 duty areas</p> <p>Leads by example in safety, and following policies & procedures</p> <p>Satisfactory Evaluations</p> <p>Certification Papper</p> <p>Demonstrated communication, teamwork, and interpersonal skills</p> <p>Computer Skills-Calendar, Reports</p> <p>Ability to work with limited supervision</p>	<p>All of the duty areas</p> <p>Full capability in 9 of the 9 duty areas</p> <p>Leads by example in safety, and following policies & procedures</p> <p>Satisfactory Evaluations</p> <p>Certification Papper</p> <p>Demonstrated communication, teamwork, and interpersonal skills</p> <p>Computer Skills-Calendar, Reports</p> <p>Self starter, work with limited supervision</p>
SUPERVISION RECEIVED	Parks and Cemetery Supervisor	Parks & Cemetery Supervisor	Parks & Cemetery Supervisor	Parks & Cemetery Supervisor
SUPERVISION EXERCISED	None	As Assigned	As Assigned	As Assigned
YEARS EXPERIENCE	0-1 years	1-2 years as Grade 4 or equivalent	2-6 years as Grade 5 or equivalent	3 years and up as Grade 6 or equivalent

Price Utah

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Minutes of the Price City Council Meeting
City Hall
Price, Utah
January 23, 2019, at 5:30 p.m.

Present:

Mayor Kourianos

Councilmembers:

Rick Davis

Amy Knott-Jespersen

Boyd Marsing

Layne Miller

Terry Willis

Captain Bill Barnes, Price City Police

Lisa Richens, Finance Director

Sherrie Gordon, City Recorder

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance.
4. SAFETY SECONDS – Councilmember Marsing reviewed carbon monoxide poisoning. Make sure your house alarms are working correctly and always open your garage doors when warming your car.
5. PUBLIC COMMENT – No public comment was received on any item.
6. OATH OF OFFICE - Swearing in of new Library Boardmembers Grace Hilliker, Wendy Hughes and Curtis Icard.

The City Recorder administered the Oath of Office to Grace Hilliker, Wendy Hughes and Curtis Icard. The Mayor and Council thanked them for volunteering to serve on the Library Board.

CONSENT AGENDA - Councilmember Willis moved to approve consent agenda items 7 through 12. Motion seconded by Councilmember Miller and carried.

7. MINUTES
 - a. January 9, 2019 City Council Workshop
 - b. January 9, 2019 City Council Meeting
 - c. January 9, 2019 Community Development Block Grant First Public Hearing
8. AGREEMENT - Consideration and possible approval of an Agreement Between Carbon School District and Price City Detailing Financial Arrangements Necessary to Complete the Joint Project to Construct Two (2) Baseball Fields in Price City on Land Owned by Carbon School District.
9. LIBRARY ANNUAL CLEF GRANT - Consideration and possible approval of the annual Library CLEF grant.
10. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Castle Country Hospitality LLC dba Ramada by Wyndham Price at 838 Westwood Blvd, Castle Country Hospitality II dba Super 8 by Wyndham Price at 180 N Hospital Drive, Cross Cut Brewery & Restaurant at 150 N Hospital Dr., Elevate Home Health, LLC at 88 E 100 S, High Grade Home Inspections at 284 W 200 S, and Puget Sound Services, Inc. at 244 Sydney Ave. N., North Bend, WA.
11. BEER LICENSES - Consideration and possible of beer licenses for: Castle Country Steakhouse at 838 Westwood Blvd, Cross Cut Brewery at 150 N Hospital Dr, Ramada by Wyndham Price at 838 Westwood Blvd, and Sports Page Bar at 838 Westwood Blvd.
12. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:
Sherrie Gordon, City Recorder - Utah Municipal Clerks Association Institute & Academy, March 11-15, 2019, Cedar City, UT
David Wilkinson, Police Department - Utah Animal Control Officers Association Conference, March 19 - 22, 2019, St. George, UT
Randy Salyer, Police Department - Detecting Deception Training, April 2 - 6, 2019, Las Vegas, NV

13. UNFINISHED BUSINESS – No unfinished business discussed.

Mayor Kourianos called for a motion to close the regular City Council meeting.

MOTION. Councilmember Miller moved to close the regular City Council meeting. Motion seconded by Councilmember Marsing and carried.

The regular City Council meeting was adjourned at 5:38 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2016-2019 LG POOL (DIRECT SELECT)
COST PLUS FIXED FEE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-LC05(15)
PIN Description: 1900 East Phase III, 600 North to 800 North
FINET Prog No.: 5428615D
PIN No.: 12939
Work Discipline: Preconstruction Engineering

1. **CONTRACTING PARTIES:** This contract is between **Price City**, referred to as LOCAL AUTHORITY and

Horrocks Engineers, Inc
2162 West Grove Pkwy Ste 400
Pleasant Grove, UT 84062

Legal Status of Consultant: For Profit Corporation
Fed ID No.: 87-0296502

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with **Preconstruction Engineering** services as further described in Attachment C.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate **September 30, 2019**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of **\$93,069.41** for costs authorized by this Contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

- Attachment A – Certification of Consultant and Local Authority
- Attachment B – Standard Terms and Conditions
- Attachment C – Services Provided by the Consultant
- Attachment D – Fees
- Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - Horrocks Engineers, Inc

LOCAL AUTHORITY - Price City

By: David Dillman Jan 25, 2019
Title: Principal Date
Printed Name:

By: _____ Date
Title: _____
Printed Name: _____

David Dillman
UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: Bonnie Jan 25, 2019
Title: Engineer for Preconstruction Date

By: _____ Date
Title: Contract Administrator

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of Horrocks Engineers, Inc and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract, involving participation of Federal-aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of Price City and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

**LOCAL GOVERNMENT
ENGINEERING SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to authority set forth in the Utah Transportation Code §§ 72-3-102, 105, and 107; the Utah Procurement Code §§ 63g-6a-101 et seq., and Utah Admin. Code r. R33. *(Provision revised June 22, 2016.)*

2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. The CONSULTANT shall furnish proof of its compliance with state licensing requirements to the LOCAL AUTHORITY and the DEPARTMENT upon request.

3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least six (6) years after the contract terminates, or until all audits initiated within the six years have been completed, whichever is later. These records shall be made available at all reasonable times during the six-year period for audit and inspection by the LOCAL AUTHORITY or the DEPARTMENT and other authorized State or Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request. *(Provision revised June 22, 2016.)*

4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-8. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33 (2011)). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY or the DEPARTMENT to perform construction engineering management services for the same project.

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.

5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.

6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.

7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, authorized agents and employees from and against claims, suits and cost, including attorneys' fees, for injury or damage to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

No party to this Agreement shall be liable to the another party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder. *(Provision revised June 22, 2016.)*

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:

- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

- (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (e) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.

- (f) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (g) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to provide the DEPARTMENT and the LOCAL AUTHORITY with 30-days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a), 9(b) and 9(e) above are required to be endorsed naming the LOCAL AUTHORITY, DEPARTMENT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the State of Utah, Risk Manager. *(Provision revised December 28, 2016.)*

- 10. HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 2 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 2 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of 1 million dollars or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed 1 million dollars; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in Utah Code § 26-40-115 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The CONSULTANT shall demonstrate its compliance with this part and Utah Code § 72-6-107 at the time this contract is executed and its continued compliance is subject to audit by the DEPARTMENT or the Office of the Legislative Auditor General. The CONSULTANT and all applicable sub-consultants shall be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier. *(Provision revised June 22, 2016.)*

11. PROGRESS:

- (a) The CONSULTANT may not begin the work governed by this contract prior to receiving an official Notice to Proceed from the DEPARTMENT. The CONSULTANT shall begin the work governed by this contract within one week after receiving a Notice to Proceed from the DEPARTMENT. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration. *(Provision revised June 22, 2016.)*
- (b) The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.
- (c) Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

- (d) The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.
 - (e) At any time, the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT shall immediately notify in writing that the CONSULTANT cannot meet specified time or budget requirements and why. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, agree to extend the contract by written modification.
 - (f) The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with the termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress on the contract work, or failure to provide satisfactory work product quality.
 - (g) Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, the LOCAL AUTHORITY or the DEPARTMENT will notify the CONSULTANT verbally to suspend work immediately. The LOCAL AUTHORITY or the DEPARTMENT will follow this verbal notification with a written confirmation. When the LOCAL AUTHORITY or the DEPARTMENT provides verbal notification to the CONSULTANT to suspend work the CONSULTANT agrees to comply immediately or as directed by the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30-days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.
 - (h) Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.
12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Utah Code §§34a-5-101 - 112 , and Titles VI and VII of the Civil Rights Act of 1964 (42 USC §§ 2000e – 2000e-17), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Orders 11375 and 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age; 29 USCA § 794, which prohibits discrimination on the basis of handicap; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY or DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans with Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 (2016) in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as

they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, gender identity or sexual orientation, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 (2016) of the Regulations, including employment practices when the contract covers a program set forth in 49 CFR § 21, Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, gender identity or sexual orientation, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, or
 - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract, or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. (*Provision revised June 22, 2016.*)

14. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29, Government wide Debarment and Suspension (Nonprocurement). By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

15. **BACKGROUND CHECKS:** The DEPARTMENT may require the CONSULTANT and all employees of the CONSULTANT to undergo a background investigation, to be conducted by the Attorney General or the Bureau of Criminal Investigation, to the satisfaction of the DEPARTMENT. The background investigation will consist of a review of, but may not limited to, criminal conduct including the use of controlled substances. The Consultant represents that its employees assigned to work under this Agreement are competent in their respective fields, licensed as required by the State of Utah, and are legally able to fulfill their work obligations. *(Provision added June 22, 2016.)*
16. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform to the lobbying restrictions established by the Byrd Amendment, 31 USCA § 1352, for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USCA § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

17. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract that the CONSULTANT shall comply with all applicable provisions of Utah Admin. Code Rule 916-6 - Drug and Alcohol Testing in State Construction Contracts and Utah Code Ann. § 63G-6a-1303 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.

18. CONSULTANT COST CERTIFICATION: The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the 2 CFR Part 200 Subpart E Cost Principles and in the DEPARTMENT Financial Screening Application.

19. OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT: Unless specifically designated hereinafter or preexisting information and know-how of the CONSULTANT, the LOCAL AUTHORITY retains ownership of all materials, products, devices, equipment, facilities, data, test results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this contract. In addition, the LOCAL AUTHORITY shall retain ownership of all non-expendable items procured under this contract that have a salvage value at the end of this contract of \$5,000.00 or more unless the LOCAL AUTHORITY specifically authorizes exclusions listed in the Deliverables and Partial Payments in Attachment C of this contract. Notwithstanding the foregoing, ownership of any and all CONSULTANT work product shall remain with CONSULTANT unless and until the payment by the LOCAL AUTHORITY or DEPARTMENT to CONSULTANT of all undisputed invoiced amounts.

The LOCAL AUTHORITY grants to the CONSULTANT a non-exclusive license for non-commercial, internal, educational and research use of work products developed or produced by the CONSULTANT under this contract, subject to the provisions of this contract. The use of physical products is subject to availability. Physical products will be transported and maintained at the expense of the CONSULTANT, should transportation and maintenance be necessary in conjunction with this use.

The CONSULTANT may secure through patents or trademarks, the right, title, or interest throughout the world of any invention that may be created or developed under this contract, as provided in 37 CFR 401.14, except for Section 401.14(g). The LOCAL AUTHORITY shall be entitled to the same rights granted to the Federal Government under 37 CFR 401.14 and adopts that regulation for that purpose. The CONSULTANT will retain all rights provided for the LOCAL AUTHORITY in this clause, and the LOCAL AUTHORITY will not, as part of the consideration for awarding this contract, obtain rights in the CONSULTANT'S subject inventions. The LOCAL AUTHORITY shall be granted a non-exclusive, irrevocable, royalty-free license to use, practice, employ, or have practiced for or on behalf of the LOCAL AUTHORITY the subject invention throughout the world. These license provisions shall be considered one of the deliverables due under this contract. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation shall also be named as a grantee, along with the LOCAL AUTHORITY, in the license provisions described above.

The CONSULTANT may secure copyrights on information, designs, analyses, processes, reports, and the intellectual innovations that may be created or developed under this contract, subject to the provisions of this contract, including the provisions of the "Publication or Use of Work Product Outside of This Agreement" clause.

The LOCAL AUTHORITY reserves a non-exclusive, irrevocable, royalty-free license to reproduce, publish, distribute, disclose, modify, implement, or otherwise use, and to authorize others to use, the copyright in any work developed as deliverables under this contract, and any rights of copyright to which the CONSULTANT purchases ownership with the support of this contract.

The right of the CONSULTANT to apply for patents, copyrights or trademarks shall be limited to the statutory period defined by United States Code and other applicable Federal regulations.

It is further specifically agreed between the parties executing this contract that the above provisions shall be interpreted and administered in accordance with State and Federal non-disclosure and disclosure laws, rules, regulations and policies governing patents, copyrights, trademarks, rights of privacy and freedom of public information. *(Provision added June 22, 2016.)*

20. RIGHT OF FUTURE DEVELOPMENT: The parties agree that the LOCAL AUTHORITY and the DEPARTMENT and third parties that may be under separate contract to the LOCAL AUTHORITY or the

DEPARTMENT may perform future additional developments or enhancements to information, designs, analyses, computer elements, devices, data, test results, reports, graphics, presentations, visual aids, intellectual innovations that are derived from the work products developed and delivered under this contract. Neither the LOCAL AUTHORITY nor the DEPARTMENT shall be obligated to obtain the services of the CONSULTANT to perform these additional developments or enhancements. Likewise, the CONSULTANT, after completion of this contract, may perform future additional developments or enhancements to the work products produced and delivered under this contract without the necessity of granting the LOCAL AUTHORITY or the DEPARTMENT a license of use for these additional developments or enhancements. Any reuse, misuse, or use of modified or incomplete deliverables will be at the sole risk of the LOCAL AUTHORITY or the DEPARTMENT or the third party in possession of CONSULTANT'S deliverable and the CONSULTANT makes no representation to any third party with respect to any good or service performed under this contract and shall not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory of recovery. *(Provision added June 22, 2016.)*

- 21. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS AGREEMENT:** During the entire term of this contract the CONSULTANT shall not issue, offer, publish, or submit for publication any document, report, paper, technical notes, documentation, specification, graphic, or other media products produced in connection with the work of this contract without first submitting the deliverables required by this contract to the LOCAL AUTHORITY and the DEPARTMENT for their review, and notifying the LOCAL AUTHORITY and the DEPARTMENT of the intent to publish.

In the event CONSULTANT wishes to publish research results prior to the submission of contract deliverables, CONSULTANT shall first provide to LOCAL AUTHORITY and the DEPARTMENT written notice of CONSULTANT'S intent to publish and a draft of such publication. The LOCAL AUTHORITY and the DEPARTMENT shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by LOCAL AUTHORITY or the DEPARTMENT to contain confidential or patentable material owned by the LOCAL AUTHORITY or THE DEPARTMENT, or to request a delay in submission of the draft for publication pending CONSULTANT'S submission of overdue contract deliverables or LOCAL AUTHORITY's or the DEPARTMENT's application for patent protection. If CONSULTANT does not receive the LOCAL AUTHORITY's or the DEPARTMENT's written response to the notice of intent to publish within the thirty (30) day period, then the LOCAL AUTHORITY or the DEPARTMENT shall be deemed to have consented to such publication. If DEPARTMENT requests a delay in submission of publication for patent protection, CONSULTANT shall have no obligation to delay publication for longer than three (3) months following delivery of CONSULTANT'S notice of intent to publish. If the LOCAL AUTHORITY or the DEPARTMENT request a delay in submission of publication due to overdue deliverables, submission of publication by the CONSULTANT prior to completing those contract deliverables shall be grounds for termination of this Agreement. Student reports, theses, and dissertations, published internally by the CONSULTANT shall not be subject to these delay provisions.

If this Agreement is terminated by the LOCAL AUTHORITY or the DEPARTMENT for non-performance or failure to meet project deliverable dates, the CONSULTANT agrees to the publication restrictions stated above for a period of six (6) months following the date of termination.

Information supplied by LOCAL AUTHORITY or the DEPARTMENT to CONSULTANT and identified by the LOCAL AUTHORITY or the DEPARTMENT as proprietary, confidential, protected or security-sensitive information shall not be included in any material published by CONSULTANT without prior written consent of the LOCAL AUTHORITY or the DEPARTMENT.

All documents resulting from the work of this contract by the CONSULTANT, regardless of the time when they are created, produced, or released, shall contain acknowledgement and disclaimer statements as stipulated in the "Acknowledgements and Disclaimers" clause in this contract.

The restrictions and procedures described above shall apply to the release of any information or documents to the media. The CONSULTANT shall inform the UDOT Public Affairs Office of all media inquiries.

Requests from the media or other members of the public for records that have not already been issued, published, or submitted for publication shall be made in accordance with the Governmental Records

Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2. *(Provision added June 22, 2016.)*

- 22. ACKNOWLEDGEMENTS AND DISCLAIMERS:** Any document, report, paper, technical notes, documentation, specification, computer element, graphic, media element, or other deliverable that is prepared or released by the CONSULTANT shall contain an acknowledgement of support by the LOCAL AUTHORITY and the DEPARTMENT. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation shall also be acknowledged as a supporter of the work. In addition, any of these deliverables shall contain the following disclaimer:

“The authors alone are responsible for the preparation and accuracy of the information, data, analysis, discussions, recommendations, and conclusions presented herein. The contents do not necessarily reflect the views, opinions, endorsements, or policies of the Utah Department of Transportation or the US Department of Transportation. The Utah Department of Transportation makes no representation or warranty of any kind, and assumes no liability therefore.” *(Provision added June 22, 2016.)*

- 23. USE OF PATENTED, COPYRIGHTED OR TRADEMARKED ITEMS:** The CONSULTANT shall be fully responsible for the legal use and the related payment of any royalties or fees for any materials, products, devices, processes, computer elements, designs, specifications, publications, graphics, visual media, etc., that are protected by patents, copyrights or trademarks, or that are owned by third parties to this contract, in conjunction with the execution of the work in this agreement. In the event that any of the above items are to be incorporated into the deliverables or products which will be provided to the LOCAL AUTHORITY or the DEPARTMENT as a result of the work of this agreement, whether owned by the CONSULTANT before entering into this agreement or not, such use shall be specifically authorized in this contract or by prior written approval from the LOCAL AUTHORITY or the DEPARTMENT. When such authorization is provided, the CONSULTANT shall secure the rights of use of these patented, copyrighted or trademarked items for the LOCAL AUTHORITY or the DEPARTMENT. An original executed copy of the right-to-use agreement shall be delivered to and approved by the LOCAL AUTHORITY and the DEPARTMENT prior to commencing use of these item(s). The CONSULTANT shall be responsible for payment of all royalties and fees for said use during the entire term of this contract. To the extent that these royalties and fees are incurred exclusively and specifically for this contract and are shown in Attachment C of this contract, these costs are allowable expenses to the contract. The CONSULTANT shall indemnify, save harmless and release the LOCAL AUTHORITY and the DEPARTMENT from claims of patent, copyright or trademark infringement, or for costs, expenses, penalties and damages that may be obligated by reason of an infringement related to the work performed, services rendered or deliverables furnished under this contract which are caused by the negligence of the CONSULTANT. When Federal funds make up all or part of the remuneration under this contract, the United States Department of Transportation shall be named along with the LOCAL AUTHORITY and the DEPARTMENT in all legal agreements covering use of patented, copyrighted or trademarked items. *(Provision added June 22, 2016.)*

- 24. CONFIDENTIALITY:** If, in order to perform the work under this contract, the CONSULTANT is given access to confidential, protected, security-sensitive or proprietary business, technical or financial information regarding persons, materials, products, devices, processes, plans, designs, computer elements, analyses, data, etc., the CONSULTANT agrees to treat such information as confidential and shall not appropriate such information to its own use or disclose it to third parties at any time, neither during the term of this contract nor after contract termination, without specific written authorization by the LOCAL AUTHORITY and the DEPARTMENT to do so. The LOCAL AUTHORITY and the DEPARTMENT shall clearly identify those items as confidential at the time they are transmitted or disclosed to the CONSULTANT and they may be listed in Attachment C of this contract if known at the time of contract execution. The CONSULTANT shall require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

The foregoing obligations shall not apply if the said confidential, security-sensitive or proprietary information:

- (a) Is found to be in the public domain at the time of receipt by the CONSULTANT;
- (b) Is published or otherwise becomes part of the public domain after receipt by and through no fault of the CONSULTANT;

- (c) Was in possession of the CONSULTANT at the time of receipt, which the CONSULTANT can demonstrate, as well as that it was not acquired directly or indirectly from the DEPARTMENT or an agency of the State of Utah; or

Was received by the CONSULTANT from a third party other than an agency of the State of Utah, which the CONSULTANT can demonstrate did not require the CONSULTANT to hold such information in confidence. *(Provision added June 22, 2016.)*

- 25. ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY or the DEPARTMENT. The amount billed to the LOCAL AUTHORITY and the DEPARTMENT for subconsultant costs shall be the same amount the CONSULTANT actually pays the subconsultant for services required by this contract. All payments made by the CONSULTANT to the subconsultant for services required by this contract shall be subject to audit by the LOCAL AUTHORITY or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

- 26. PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*
- 27. DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
- 28. CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date. The CONSULTANT shall not be responsible for delays due to causes beyond CONSULTANT's reasonable control. *(Provision revised June 22, 2016.)*
- 29. CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and the DEPARTMENT under this contract.
- 30. CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a

contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding. *(Provision revised June 22, 2016.)*

31. TERMINATION: This contract may be terminated as follows:

- (a) Mutual agreement of the parties; in writing and signed by the parties.
- (b) By any party for failure of the another party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 50, "Duties of the LOCAL AUTHORITY and the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
- (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
- (d) If the LOCAL AUTHORITY or the DEPARTMENT determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
- (e) If the LOCAL AUTHORITY or the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the DEPARTMENT will notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
- (f) If the Agreement is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- (g) The LOCAL AUTHORITY and the DEPARTMENT reserve the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the LOCAL AUTHORITY or the DEPARTMENT, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the LOCAL AUTHORITY and the DEPARTMENT. The LOCAL AUTHORITY and the DEPARTMENT reserve the right to terminate or cancel this Agreement in the event the CONSULTANT will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The LOCAL AUTHORITY and the DEPARTMENT further reserve the right to suspend the qualifications of the CONSULTANT to do business with the LOCAL AUTHORITY or the DEPARTMENT upon any such conviction.
- (h) Upon satisfactory completion of required contract services.
- (i) On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than paragraph 31(h), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract. *(Provision revised June 22, 2016.)*

32. REMEDIES: Any of the following events will constitute cause for the State Entity to declare CONSULTANT in default of this Contract: (i) CONSULTANT'S non-performance of its contractual

requirements and obligations under this Contract; or (ii) CONSULTANT'S material breach of any term or condition of this Contract. The DEPARTMENT may issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT'S liability for damages. If the default remains after CONSULTANT has been provided the opportunity to cure, the DEPARTMENT may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend CONSULTANT from receiving future contracts from the DEPARTMENT or the State of Utah; or (v) demand a full refund of any payment that the DEPARTMENT has made to CONSULTANT under this Contract for Services that do not conform to this Contract. *(Provision added June 22, 2016.)*

- 33. DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the LOCAL AUTHORITY or the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care and skill ordinarily exercised by members of CONSULTANT'S profession under similar conditions in similar localities and no other warranties, express or implied, are made or intended by CONSULTANT. *(Provision revised June 22, 2016.)*
- 34. POLLUTION CONTROL:** The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The DEPARTMENT shall report violations to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). *(Provision added June 22, 2016.)*
- 35. ELECTRONIC DESIGN SUBMISSION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats into the DEPARTMENT'S content management system with the correct attributes assigned. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the CADD Support sub-page of the DEPARTMENT website www.udot.utah.gov/go/cadd

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.9 or higher (v8 file format).
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.9 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), Roadway Designer files (.ird), and Open Roads technology files (.dgn).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) or Open Roads technology file format (.dgn) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be republished by the DEPARTMENT, the CONSULTANT will prepare a file to direct the DEPARTMENT'S plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the PDF plan set. Instructions for preparing this file can be found at the DEPARTMENT CADD Support website as stated above.

- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files in the DEPARTMENT's content management system in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm or dgn format), 4) InRoads alignments (alg or dgn format), templates (itl), roadway designer files (ird or dgn format) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.
- (f) Placement: Action – Project data must be delivered to the DEPARTMENT in the DEPARTMENT's content management system in the established project directory structure. All documents must be attributed correctly in the system.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Design and Standards Group of the Project Development Division at the DEPARTMENT. *(Provision revised June 22, 2016.)*

36. REQUIREMENTS FOR COMPUTER ELEMENTS:

Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

37. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 CFR Part 200 Subpart E, as modified by Utah State law, administrative rules, and regulations on contract provisions.
38. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the DEPARTMENT website www.udot.utah.gov/go/rowprojectwiseguide. *(Provision revised September 30, 2013.)*
39. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 63G-2-901, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT or the LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code § 63G-2-309, it must attach written notice of that opinion that satisfies the requirements of §§ 63G-2-305 and 309 to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.

40. WORK ACCEPTANCE:

- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) **Reviews and Quality Assurance:** All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. *(Provision revised February 12, 2014.)*

41. GENERAL CONTROL AND INSPECTIONS: The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY or the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY or the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

42. IF THIS CONTRACT IS FOR DESIGN:

- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
- (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the DEPARTMENT's website www.udot.utah.gov/go/pdnpdfn, which is incorporated herein by this reference. *(Provision revised September 30, 2013.)*

43. IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:

- (a) **Construction Administration –** Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the DEPARTMENT's *Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Daily Progress Report, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
- (b) **Construction Engineering Management (CEM) –** The CONSULTANT performing CEM work will meet the minimum requirements outlined in the CEMT Guide (<http://www.udot.utah.gov/main/uconowner.gf?n=1292628026632229563>)

- (c) **Materials Testing and Inspection** – The CONSULTANT certifies that proposed key personnel meet the minimum qualifications commensurate with the anticipated scope, complexity, and nature of the material and inspection test methods performed on the project. The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the DEPARTMENT's *Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
- (d) **Acceptance Testing/Inspection** – Acceptance testing/inspection will be performed in accordance with the project specifications and the DEPARTMENT *Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the DEPARTMENT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.

Specific qualification requirements for test methods necessary to meet Minimum Sampling and Testing Requirements (MS&TR) are provided in the UDOT TTQP/WAQC Registration, Policies, and Information Handbook (RP&IH). MS&TR and RP&IH can be found at <http://www.udot.utah.gov/main/f?p=100:pg:0:::1:T,V:196>.

Specific qualification requirements for inspection testing are provided in the following:

- Inspectors Guidelines
(<http://www.udot.utah.gov/main/uconowner.qf?n=5260902097613097>)
 - Partnering Guidelines (Page 6)
(<http://www.udot.utah.gov/main/uconowner.qf?n=15352622382201317>)
 - ADA Guidelines
(<http://www.udot.utah.gov/main/f?p=100:pg:0:::1:T,V:526,72925>)
 - ECS Guidelines
(<http://www.udot.utah.gov/main/f?p=100:pg:0:::1:T,V:1327,65979>)
 - Traffic Control Certification
(<http://www.udot.utah.gov/main/f?p=100:pg:0:::1:T,V:2967>)
- (e) **Independent Assurance Testing** – Requirements for Independent Assurance testing are outlined in the DEPARTMENT's Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.
- (f) **Project Inspection** – Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Progress Reports, materials placement inspection reports, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (g) **Project Audit(s)** – The DEPARTMENT may audit the status of any certifications as needed; whether during procurement of services, during contract administration, and/or following project closeout.
- (h) **Project Closeout** – Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.

- (i) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website www.udot.utah.gov/go/manuals. (Provision revised October 31, 2016.)

44. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:

In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY or the DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY or the DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120-volt (or greater) current for which a state electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY or the DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

- 45. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
- 46. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT's Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 47. COORDINATION WITH UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS):** The CONSULTANT will comply with the Utah Technology Governance Act, Utah Code §§ 63F-1-101 through 63F-2-103.

After execution of the contract, and prior to commencing any information technology (IT) related activities as defined in Utah Code § 63F-1-102, the CONSULTANT will:

- (a) Coordinate with and receive written approval from the DEPARTMENT and the DTS IT Director assigned to the DEPARTMENT, or
- (b) Have previously obtained written approval from the DTS IT Director assigned to the DEPARTMENT for the IT related activities which must be detailed in the Scope of Work and included in the terms of this base contract.

In addition, the DEPARTMENT will not consider modifying this contract to include or alter IT elements without coordination and written approval from the DTS IT Director assigned to the DEPARTMENT.

- 48. USE OF STATE SEAL AND DEPARTMENT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or

DEPARTMENT logo on business cards for their employees nor use Utah or DEPARTMENT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the DEPARTMENT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

- 49. ASSIGNMENT OF ANTITRUST CLAIMS:** The CONSULTANT and the DEPARTMENT recognize that in actual economic practice, overcharges by the CONSULTANT'S suppliers resulting from violations of state or federal antitrust laws are in fact borne by the LOCAL AUTHORITY. As part of the consideration for the award of the Contract, and intending to be legally bound, the CONSULTANT assigns to the LOCAL AUTHORITY and the DEPARTMENT and the state of Utah all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract. *(Provision added June 22, 2016.)*
- 50. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**
- (a) Guarantee Access:** The LOCAL AUTHORITY or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
 - (b) Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
 - (c) Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
 - (d) Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

SERVICES PROVIDED BY THE CONSULTANT**1. SCOPE SUMMARY:**

Complete Phase III of the 1900 E road from 600 N to 800 N. This is a blue book project, and includes surveying, drainage, roadway alignment, signing, striping, etc. The R/W has been previously acquired. The environmental document was completed for the entire length of 1900 East with Phase I; however, it must be updated from Phase I.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment:

- (a) Approval Memo
 - (b) Executive Summary
 - (c) Detailed Work Plan
 - (d) Personnel/Staffing Plan
 - (e) Schedule
- (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by **September 30, 2019**.
 - (2) Project/Contract Period: The project/contract will terminate **September 30, 2019**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.



UDOT Consultant Services Contract Approval Memo

Memo Printed on: January 24, 2019 2:09 PM



PM Approval Date: January 23, 2019

UDOT PM: Nancy Jerome

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 12939
Project No.: F-LC05(15)
Job/Proj:
PIN Description: 1900 East Phase III, 600 North to 800 North

CONTRACT INFORMATION

CS Admin: Michael R. Butler (Acting as UDOT)
Contract No.: New Preconstruction Services to Design a Blue Book for adv.
Mod No.:
Expiration Date: September 30, 2019
Contract/Mod Amount: \$93,069.41
Fee Type: COST PLUS FIXED FEE
Selection Method: POOL - GE / LG (DIRECT SELECT)
Period: 2016-2019 GE / LG
Phase: PRELIMINARY ENGINEERING
Disciplines: PRECONSTRUCTION ENGINEERING

CONTACTS

<u>Consultant</u>	<u>Local Government</u>
HORROCKS ENGINEERS, INC	Price City
David Dillman	Russell Seeley
2162 WEST GROVE PKWY STE 400	185 E MAIN
PLEASANT GROVE, UT 84062	PO BOX 893
	PRICE, UT 84501-0893
	(435) 637-5010
	RUSSELLS@PRICEUTAH.N



Michael Butler <michaelbutler@utah.gov>

Local Government Approval ~ Project No. F-LC05(15) / PIN 12939

Russell Seeley <russell@priceutah.net>

Thu, Jan 24, 2019 at 2:51 PM

To: Michael Butler <michaelbutler@utah.gov>

Cc: "Jerome, Nancy" <NJEROME@utah.gov>, "dave@horrocks.com" <dave@horrocks.com>

I am ok with the contract and I understand that the limits are sufficient.

Thanks,

Russell Seeley, P.E.

Price City Engineer

432 West 600 South
Price, Utah 84501
O: (435) 637-5010
C: (435) 650-8519
www.priceutah.net

On Thu, Jan 24, 2019 at 2:14 PM Michael Butler <michaelbutler@utah.gov> wrote:

Re: Project No. F-LC05(15)

1900 East Phase III, 600 North to 800 North

PIN No. 12939

Consultant HORROCKS ENGINEERS, INC

Contract No. NEW - Preconstruction Services to Design a Blue Book for adv.

Russell,

I have received the necessary documents to put the above contract together from Horrocks. However, before the contract can be compiled, please review the attached document and reply to this email stating that Price City is aware/okay with the contract being put together. Once that approval is received I will have the contract sent out for signatures and final review before it is executed.

Please also acknowledge that Price City is aware of UDOT's contract limits for pool contracts. The limit for the total contract amount is \$150,000.00 for the life of the contract, including any and all future modifications.

A simple email back that you are okay with the contract AND you understand the limits is sufficient. Please respond to both requirements in the responding email back.

You may also just sign the attached document and return since it has all the needed information.

Thanks,

Mike Butler

(Consultant)

4501 South 2700 West

PO Box 148490

Salt Lake City, UT 84114-8490

michaelbutler@utah.gov

801-815-4367 cell

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:	Project Number:	F-LC05(15)	PIN:	12939
UDOT Primary Contact:	Nancy Jerome					
PIN Description:	1900 East Phase III, 600 North to 800 North					

Brief Description

It is our understanding that Horrocks will prepare a design package for 1900 East, from 600 North to 800 North, which is labeled Phase III of the 1900 East roadway improvements. The design package will provide a new pavement section in place of the existing gravel road. Horrocks understands that Price City has dedicated an 80-foot right-of-way width for this project. Horrocks will work with Price City and UDOT through team meetings, phone calls and email with an emphasis placed on scope, schedule, and budget. The design package will include plan sheets, specifications and an engineer's estimate. Horrocks will follow the UDOT design process and will prepare all documentation that is necessary to advertise the project.

Project Team

Horrocks Engineers will be the prime consultants

Assumptions

ASSUMPTIONS:

1. Environmental – The environmental study is completed and only Preconstruction Wildlife Surveys will be included in this contract.
2. Right-of-Way – The City has dedicated an 80-foot width for this project. If the slopes from the design go beyond this 80 feet a contract mod will be needed to prepare easements. Hours for developing a right-of-way base map will be included.
3. Roadway – Horrocks will design and prepare bidding documents for road improvements. We will keep a rolling cost estimate to ensure the project remains within the funding limits.
4. Pavement Section – The pavement section that was used in Phase I will be used for this Phase III project. No Pavement design will be performed as part of this contract.
5. Utilities – Horrocks understands there are no existing utilities and no proposed utilities within the project limits; therefore no utility tasks will be included for existing utilities.

Phasing

This is Phase III of III phases for 1900 East; it is assumed that this contract will be only for Phase III.

Fee Type

We propose to use the "Cost plus Fixed Fee" method for this contract based on the potential unknowns and the potential for schedule to change.

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-LC05(15)	PIN:	12939
UDOT Primary Contact:	Nancy Jerome					
PIN Description:	1900 East Phase III, 600 North to 800 North					

Activity: 1V1 - KICKOFF MEETING

1V1/ 1V2 Kickoff/ Scoping Meeting

Overview - Prepare for and hold the initial project team meeting. The purpose of the meeting is to introduce team members, to familiarize the team with the project, to review the proposed project scope, proposed schedule and proposed budget, and to commit to the project's success.

1. Prepare meeting agenda
2. Schedule meeting and send invitations
3. Hold meeting
4. Compile meeting notes
5. Develop communications plan

Activity: 1B1 - DEVELOP BASE MAPPING/EXISTING SURFACE

1B1 Develop Base Mapping/ Existing Surface

Overview - Obtain base mapping and topography for the entire project area.

1. Establish Survey Control. Control will meet UDOT Standards and GIS compatible with a geographic reprojection
2. Complete Survey Control Sheet
3. Perform Topographical Survey of Existing Features in Project Area
4. Develop Base Mapping
5. Develop DTM of the Existing Surface
6. Complete Certification

Activity: 1J1 - IDENTIFY EXISTING RIGHT-OF-WAY

1J1 Identify Existing Right-of-Way

Overview - Identify existing right-of-way along the project and adjacent ownerships.

1. Research Existing ROW and Property Boundaries for Project Area
2. Develop ROW Mapping
3. Develop Property Spreadsheet
4. Identify Potential Impacts
5. Initiate QC Review

Activity: 1Q1 - ASSESS EXISTING DRAINAGE CONDITIONS

1Q1 Assess Existing Roadway Drainage Conditions

Overview - Review existing conditions and develop recommendations for improvements.

1. Obtain as built information
2. Conduct field review
3. Meet with maintenance on site

4. Develop drainage design criteria
5. Recommend drainage improvements
6. Estimate drainage improvements costs
7. Provide preliminary drainage summary for scoping meeting
8. Initiate QC review

Activity: 1R1 - DEVELOP ROADWAY SCOPE

1R1 Develop Roadway Scope

Overview - Determine the preliminary project footprint.

1. Assess existing conditions
2. Develop strategy to address deficiencies
3. Review multi-modal needs
4. Develop typical section
5. Determine project footprint
6. Prepare project footprint drawing
7. Prepare cost estimate
8. Initiate QC review

Activity: 1Y2 - PREPARE/COMPILE SCOPING REVIEW PACKAGE

1Y2 Develop Project Design Criteria (PDC)

Overview - Prepare PDC

1. Develop PDC
2. Initiate QC review
3. Obtain approval from Preconstruction Engineer

Activity: 2Q1 - DEVELOP INITIAL DRAINAGE DESIGN

2Q1 Develop Initial Roadway Drainage

Overview - Develop preliminary roadway drainage.

1. Develop hydrologic evaluation
2. Provide hydraulic analysis
3. Evaluate the need for storage facilities
4. Conduct conflict analysis
5. Coordinate with roadway team
6. Coordinate with survey team
7. Coordinate with utility team
8. Provide preliminary drainage layout
9. Update drainage cost estimate
10. Initiate QC review

Activity: 2R1 - MODEL INITIAL ROADWAY DESIGN

2R1 Model Initial Roadway Design

Overview - Determine the recommended horizontal and vertical alignments by developing the initial roadway model

1. Address review comments
2. Prepare horizontal and vertical alignments

3. Develop roadway model
4. Analyze roadway design
5. Prepare recommended alignment drawing
6. Prepare and submit design exception, waivers, and deviations from standards
7. Update roadway cost estimate
8. Initiate QC review

Activity: 2Y1 - PREPARE/COMPILE GEOMETRY REVIEW PACKAGE

2Y1 Prepare/ Compile Geometry Review Package

Overview - Compile comment resolutions, project cost estimate, and all discipline review materials to produce the Geometry Review Package.

1. Prepare comment resolution form
2. Review PDC
3. Compile project cost estimate
4. Prepare Geometry Review package

Activity: 2V1 - GEOMETRY REVIEW MEETING

2V1 Geometry Review Meeting

Overview - This meeting is to review the recommended roadway alignments consistency, accuracy, and constructability within the project scope and discuss available funding. Prior to the meeting, determine the format of the design review.

1. Prepare meeting agenda
2. Distribute review package
3. Hold meeting
4. Prepare meeting notes
5. Update the Project Goals
6. Compile review meeting comments

Activity: 3Q1 - COMPLETE DRAINAGE DESIGN

3Q1 Complete Roadway Drainage Design

Overview - Develop the roadway drainage and/or open channel drainage features.

1. Address comments from the 30% review
2. Prepare Drainage design
3. Develop plan and profile sheets
4. Prepare Cost Estimate
5. Preform QC review

Activity: 3R1 - COMPLETE ROADWAY DESIGN

3Q1 Complete Roadway Drainage Design

Overview - Develop the roadway drainage and/or open channel drainage features.

1. Address comments from the 30% review
2. Prepare Drainage design
3. Develop plan and profile sheets
4. Prepare Cost Estimate
5. Preform QC review

Activity: 3R2 - COMPLETE SIGNING AND STRIPING DESIGN

3R2 Complete Signing and Striping Design

Overview - Using the roadway model as a guide, develop the signing and striping design for the project. Develop maintenance-of-traffic (MOT) design. Develop preliminary signing, striping, and MOT plan sheets.

1. Develop Signing and Striping Design
2. Create Preliminary Signing and Striping Plan Sheets
3. Complete MOT Design
4. Develop Signing, Striping, and MOT Cost Estimate
5. Perform QC review

Activity: 3Y1 - PREPARE/COMPILE PLAN-IN-HAND REVIEW PACKAGE

3Y1 Prepare Compile Plan-in-Hand Review Package

Overview - Compile comment resolutions, project cost estimate, and all discipline review materials to produce the Plan-in-Hand Review Package.

1. Prepare final disposition review comment resolution form
2. Determine MOT needs during construction
3. Review PDC
4. Compile Project Cost Estimate
5. Prepare Plan-in-Hand review Package

Activity: 3V1 - PLAN-IN-HAND REVIEW MEETING

3V1 Plan in Hand Review Meeting

Overview - The plan-in-hand review is for the final review of all major roadway, hydraulic, drainage, ITS, utility, geotechnical and ROW designs, which should be complete. The meeting should include reviews to determine available funding and consistency, accuracy, and constructability within the project scope.

1. Prepare meeting agenda
2. Distribute review material
3. Hold meeting
4. Prepare meeting notes
5. Compile review meeting comments

Activity: 4B1 - OBTAIN SUPPLEMENTAL SURVEYS

4B1 Conduct Supplemental Surveys

Overview - Coordinate with the project team to identify additional survey requirements.

1. Determine Extents of Additional Survey
2. Develop Additional Base Mapping
3. Certify Base Mapping

Wildlife Preconstruction Surveys

Overview - Perform Wildlife Surveys prior to construction and prepare report of survey.

1. Assume Two Meetings with UDOT
2. Perform Wildlife Surveys
3. Prepare Report

Activity: 4Q1 - COMPLETE DRAINAGE PLAN SHEETS & DOCUMENTS

4Q1 Complete Drainage Plans and Documents

Overview - Prepare the drainage design based on the plan-in-hand review. Complete drainage plan set and documents. Finalize the hydraulics report.

1. Address review comments
2. Revise drainage design
3. Complete drainage plan and profile sheets
4. Complete drainage summary sheets
5. Finalize drainage cost estimate
6. Complete drainage project documents
7. Prepare drainage reports
8. Perform QC review

Activity: 4R1 - COMPLETE ROADWAY PLANS & DOCUMENTS

4R1 Complete Roadway Plans and Documents

Overview - Following UDOT Plan Sheet Development Standards, complete the roadway plan and profile sheets and create roadway plan summaries, details, and additional plan sheets. Prepare and assemble roadway project documents. Finalize roadway cost estimate.

1. Address review comments
2. Finalize roadway design
3. Complete roadway plan and profile sheets
4. Finalize typical section sheets
5. Complete roadway detail sheets
6. Complete roadway summary sheets
7. Finalize cost estimate
8. Develop roadway project documents
9. Perform QC review

Activity: 4R2 - COMPLETE SIGNING AND STRIPING PLANS & DOCUMENTS

4R2 Complete Signing and Striping Plans and Documents

Overview - Following UDOT CADD and Plan Sheet Standards, finalize the signing and striping plan set and create summary sheets. Finalize the maintenance-of-traffic (MOT) design and plans. Prepare and assemble the signing, striping, and MOT project documents, including measurement and payment, special provisions, acceptance and documentation, and final cost estimate.

1. Address review comments
2. Finalize Striping and Signing design
3. Complete Striping and Signing plan sheets
4. Finalize Striping, Signing, and MOT Cost Estimate
5. Enter Cost Estimate in PDDBS
6. Develop Signing, Striping, and MOT Project Documents
7. Perform QC review

Activity: 4Y1 - PREPARE /COMPILE PS&E REVIEW PACKAGE

4Y1 Prepare / Compile PS&E Review Package

Overview - Compile comment resolutions, project cost estimate, and all discipline review materials to produce the PS&E Review Package.

1. Prepare final disposition review comment resolution form
2. Compile plan set sheets
3. Update cost estimate
4. Prepare special provisions
5. Prepare PS&E review package

Activity: 4V1 - PLANS, SPECIFICATIONS & ESTIMATE (PS&E) REVIEW MEETING

4V1 Plans, Specifications, and Estimate (PS&E) Meeting

Overview - The purpose of this activity is to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements. The meeting should include reviews to determine consistency, accuracy, and constructability.

1. Prepare meeting agenda
2. Distribute review material
3. Hold meeting
4. Prepare meeting notes
5. Compile review meeting comments

Activity: 5A1 - PREPARE SWPPP PACKAGE FOR CONSTRUCTION

5A1 Prepare SWPPP for Construction

Overview - Prepare the SWPPP package and submit to the Resident Engineer.

1. Assemble SWPPP package
2. Send SWPPP to Resident Engineer
3. Perform QC review

Activity: 5L1 - DELIVER RIGHT-OF-WAY CERTIFICATION

5L1 Deliver Right of Way Cert

Overview - Prepare documentation for ROW cert.

1. Submit ROW Documentation Package

Activity: 5T1 - DELIVER TRAFFIC AND SAFETY CERTIFICATION

5T1 Deliver Traffic and Safety Cert

Overview - Prepare documentation for traffic cert.

1. Submit traffic documentation Package

Activity: 5U1 - DELIVER UTILITY CERTIFICATION

5U1 Deliver Utility Cert

Overview - Prepare documentation for utility cert.

1. Submit utility Documentation Package

Activity: 5V1 - COMMENT RESOLUTION REVIEW MEETING

5V1 Comment Resolution Review Meeting

Overview - This meeting is to review the final comment resolution form. At the completion of this activity, all comment resolutions are to be accepted by the respective reviewer. There is to be no review of the plans other than spot checks of proper comment incorporation.

1. Invite meeting attendees
2. Hold Meeting
3. Revise CRM form as needed
4. Perform final QC

Activity: 5Y1 - INCORPORATE PS&E REVIEW COMMENTS

5Y1 Incorporate PS&E Review Comments

Overview - Make revisions based on comments made during PS&E Review.

1. Prepare final Comment Resolution Form
2. Address comments from PS&E meeting
3. Revise Cost Estimate
4. Perform QC review
5. Compile final plan set and document package

Activity: 5Z1 - PROJECT MANAGEMENT

5Z1 Project Management

Overview - This activity is for the Project Manager oversight of the project through the entire design phase.

1. Facilitate coordination between disciplines
2. Schedule and attend meeting and facilitate meeting notes
3. Update ePM
4. Maintain Project responsibilities
5. Review / Process Consultant Invoices
6. Contract modifications

Activity: 5Z2 - PREPARE, SUBMIT & PROCESS FOR ADVERTISEMENT

5Z2 Prepare, Submit & Process for Advertisement

Overview - Advertise the project for bid.

1. Obtain Advertising Checklist
2. Prepare Advertising Checklist
3. Assemble Advertising Package

UDOT CMS Staffing Plan

Contract Number: NEW	Mod:	Project Number: F-LC05(15)	PIN: 12939
UDOT Primary Contact: Nancy Jerome			
PIN Description: 1900 East Phase III, 600 North to 800 North			

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
DILLMAN, DAVID	PRINCIPAL ENGINEER II, PE	B.S./P.E.	UT-187449-2202	60	\$70.67	\$70.67	NTP
BEDDOES, JUSTIN	PRINCIPAL ENGINEER II	BS	UT-362173	75	\$69.23	\$69.23	NTP
TOLLEY, M. NICOLE	PRINCIPAL ENGINEER	BS	UT-5569768-2202	24	\$61.06	\$61.06	NTP
PITTS, RYAN	SR ENVIRO SPECIALIST	MLA		28	\$61.06	\$61.06	NTP
HARRIS, DALEN	SR. LICENSED SURVEYOR II	AS	UT-166350-2201	7	\$55.77	\$55.77	NTP
BISHOP, SCOTT	SR. LICENSED SURVEYOR	B.S./L.S.	UT-6077910-2201	10	\$52.88	\$52.88	NTP
OLSON, LONNIE	SR.LICENSED SURVEYOR		UT-7736338-2201	6	\$51.92	\$51.92	NTP
O'BRYANT, JACOB	ASSOCIATE ENGINEER, PE	BS	UT-7887805	81	\$50.48	\$50.48	NTP
YOUND, TREVOR	ASSOCIATE ENGINEER, P.E.	BS-CIVIL ENGINEERING	UT-10572554-2202	110	\$43.27	\$43.27	NTP
POUNDER, SCOTT	SR. SURVEYOR/ROW TECHNICIAN			10	\$35.58	\$35.58	NTP
HILL, KIM	SENIOR CADD TECHNICIAN	BS		49	\$33.17	\$33.17	NTP
CARR, JOSEPH	SR SURVEY TECHNICIAN			10	\$32.21	\$32.21	NTP
CARLISLE, ASHLEY	ENGINEER - IN - TRAINING			130	\$30.29	\$30.29	NTP
KAUER, KIRK	ENGINEER-IN-TRAINING	BS		120	\$30.29	\$30.29	NTP
LAYCOCK, CATHY	ADMINISTRATIVE ASSISTANT III			10	\$28.85	\$28.85	NTP
Total Hours for HORROCKS ENGINEERS, INC:				730			

ID	Task Activity Mod/No.	Task Name	Duration/Start	Finish
1	1	1 Assume NTP Date	1 day	Mon 2/11/19 Mon 2/11/19
2	5Z1	2 Project Management	130 da	Mon 2/11/19 Fri 8/9/19
3	1V1/1V2	3 Kickoff Meeting	3 days	Mon 2/18/19 Wed 2/20/19
4	1B1	4 Develop Base Mapping/Existing Surface	5 days	Mon 2/11/19 Fri 2/15/19
5	1J1	5 Identify Existing Right-of-Way	5 days	Mon 2/18/19 Fri 2/22/19
6	1Y2	6 Develop Project Design Criteria (PDC)	5 days	Mon 2/18/19 Fri 2/22/19
7	1Q1	7 Assess Existing Roadway Drainage Conditions	1 day	Mon 2/11/19 Mon 2/11/19
8	1R1	8 Develop Roadway Scope	15 day	Mon 2/11/19 Fri 3/1/19
9	2Q1	9 Develop Initial Roadway Drainage	9 days	Tue 2/12/19 Fri 2/22/19
10	2Y1	10 Prepare/ Compile Geometry Review Package	1 day	Mon 3/4/19 Mon 3/4/19
11	2V1	11 Geometry Review / Meeting	10 day	Tue 3/5/19 Mon 3/18/19
12	3	12 Geometry Complete	1 day	Mon 3/18/19 Mon 3/18/19
13	3Q1	13 Complete Roadway Drainage Design	10 day	Tue 3/19/19 Mon 4/1/19
14	3R1	14 Complete Roadway Design	15 day	Tue 3/19/19 Mon 4/8/19
15	3R2	15 Complete Signing and Striping Design	10 day	Tue 3/19/19 Mon 4/1/19
16	3Y1	16 Prepare Compile Plan-in-Hand Review Package	1 day	Tue 4/9/19 Tue 4/9/19
17	3V1	17 Plan in Hand Review Meeting	10 day	Wed 4/10/19 Tue 4/23/19
18	4	18 Plan in Hand Complete	1 day	Tue 4/23/19 Tue 4/23/19
19	4B1	19 Conduct Supplemental Surveys	5 days	Wed 4/24/19 Tue 4/30/19
20	4A1	20 Complete Erosion and Sediment Control Plans and Documents	10 days	Wed 4/24/19 Tue 5/7/19
21	4Q1	21 Complete Drainage Plans and Documents	10 day	Wed 4/24/19 Tue 5/7/19
22	4R1	22 Complete Roadway Plans and Documents	15 day	Wed 4/24/19 Tue 5/14/19
23	4R2	23 Complete Signing and Striping Plans and Documents	10 day	Wed 4/24/19 Tue 5/7/19
24	4Y1	24 Prepare / Compile PS&E Review Package	1 day	Wed 5/15/19 Wed 5/15/19
25	4V1	25 Plans, Specifications, and Estimate (PS&E) Meeting	10 day	Thu 5/16/19 Wed 5/29/19
26	5	26 PS&E Complete	1 day	Wed 5/29/19 Wed 5/29/19
27	5A1	27 Prepare SWPPP for Construction	5 days	Thu 5/30/19 Wed 6/5/19
28	5L1	28 Deliver Right of Way Cert	2 days	Fri 6/14/19 Mon 6/17/19
29	5T1	29 Deliver Traffic and Safety Cert	2 days	Fri 6/14/19 Mon 6/17/19
30	5U1	30 Deliver Utility Cert	2 days	Fri 6/14/19 Mon 6/17/19
31	5Y1	31 Incorporate PS&E Review Comments	1 day	Thu 5/30/19 Thu 5/30/19
32	5V1	32 Comment Resolution Review Meeting	10 day	Fri 5/31/19 Thu 6/13/19
33	5Z2	33 Prepare, Submit & Process for Advertisement	5 days	Fri 6/14/19 Thu 6/20/19
34	6	34 Submit for Advertisement	1 day	Thu 6/20/19 Thu 6/20/19
35	5Z3	35 Wildlife Preconstruction Surveys	18 day	Fri 6/21/19 Tue 7/16/19

Jan 6, '19
Mar 10, '19
May 12, '19
Jul 14, '19

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Manual Progress

Project: 12939_1900 East PHIII Sc

Date: Fri 1/18/19

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FEES

**COST PLUS A FIXED FEE
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under 2 CFR Part 200 Subpart E Cost Principles.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 151.04% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as 10.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$8,659.28. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting

documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office. The DEPARTMENT will make undisputed payments no later than 30-days after receiving CONSULTANT's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, the DEPARTMENT will notify CONSULTANT within 15 days of discovering the error(s). After the DEPARTMENT receives the corrected invoice, the DEPARTMENT will pay CONSULTANT within 30-days of receiving such invoice.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and the DEPARTMENT due to federal funding requirements in 41 CFR § 105 – 71.123, and/or the state fiscal constraints imposed upon it as a department of state government by the Budgetary Procedures Act, Utah Code Ann. § 63J-1-101 et seq. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. (*Provision revised June 22, 2016.*)

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$93,069.41 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D of this contract.

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-LC05(15)	PIN:	12939
UDOT Primary Contact:	Nancy Jerome						
PIN Description:	1900 East Phase III, 600 North to 800 North						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BEDDOES, JUSTIN	PRINCIPAL ENGINEER II	75	\$69.23	\$5,192.25
BISHOP, SCOTT	SR. LICENSED SURVEYOR	10	\$52.88	\$528.80
CARLISLE, ASHLEY	ENGINEER - IN - TRAINING	130	\$30.29	\$3,937.70
CARR, JOSEPH	SR SURVEY TECHNICIAN	10	\$32.21	\$322.10
DILLMAN, DAVID	PRINCIPAL ENGINEER II, PE	60	\$70.67	\$4,240.20
HARRIS, DALEN	SR. LICENSED SURVEYOR II	7	\$55.77	\$390.39
HILL, KIM	SENIOR CADD TECHNICIAN	49	\$33.17	\$1,625.33
KAUER, KIRK	ENGINEER-IN-TRAINING	120	\$30.29	\$3,634.80
LAYCOCK, CATHY	ADMINISTRATIVE ASSISTANT III	10	\$28.85	\$288.50
O'BRYANT, JACOB	ASSOCIATE ENGINEER, PE	81	\$50.48	\$4,088.88
OLSON, LONNIE	SR.LICENSED SURVEYOR	6	\$51.92	\$311.52
PITTS, RYAN	SR ENVIRO SPECIALIST	28	\$61.06	\$1,709.68
POUNDER, SCOTT	SR. SURVEYOR/ROW TECHNICIAN	10	\$35.58	\$355.80
TOLLEY, M. NICOLE	PRINCIPAL ENGINEER	24	\$61.06	\$1,465.44
YOU, TREBOR	ASSOCIATE ENGINEER, P.E.	110	\$43.27	\$4,759.70
Total Hours:		730		
Total Direct Labor:				\$32,851.09
Overhead:			151.04%	\$49,618.22
Total Direct Labor plus Overhead:				\$82,469.31
Fixed Fee:			10.50%	\$8,659.28
Burdened Labor Cost:				\$91,128.59
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
COST OF MONEY 0.361%	LUMP	119.0	\$1.000	\$119.00
COMPANY VEHICLE MILES	MILE	1,500.0	\$.520	\$780.00
PERSONAL VEHICLE MILES 2019	MILE	1,000.0	\$.580	\$580.00
STANDARD LODGING W/TAX	EACH	2.0	\$107.160	\$214.32
STANDARD MEALS PART DAY	DAY	6.0	\$41.250	\$247.50
Total Other Direct Charges:				\$1,940.82
Total Contract Cost:				\$93,069.41

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	Project Number:	F-LC05(15)	PIN:	12939
UDOT Primary Contact:	Nancy Jerome					
PIN Description:	1900 East Phase III, 600 North to 800 North					

Employee Name	1V1	1B1	1J1	1Q1	1R1	1Y2	2Q1	2R1	2Y1	2V1	3Q1	3R1	3R2	3Y1	3V1
DILLMAN, DAVID	6	1	0	0	0	0	1	0	0	4	1	2	1	1	4
BEDDOES, JUSTIN	7	0	0	0	0	0	0	1	1	5	0	1	1	1	6
PITTS, RYAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOLLEY, M. NICOLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HARRIS, DALEN	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0
BISHOP, SCOTT	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0
OLSON, LONNIE	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
O'BRYANT, JACOB	3	0	0	5	0	0	1	0	1	0	13	0	0	6	4
YOUD, TREVOR	4	0	0	0	3	2	0	6	2	8	0	13	4	7	6
POUNDER, SCOTT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HILL, KIM	0	2	0	0	1	0	1	1	2	0	2	2	2	4	0
CARR, JOSEPH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CARLISLE, ASHLEY	0	0	0	0	10	2	0	20	5	0	0	19	9	7	0
KAUER, KIRK	0	0	0	7	0	0	16	0	1	0	18	0	0	6	0
LAYCOCK, CATHY	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-LC05(15)	PIN:	12939
UDOT Primary Contact:	Nancy Jerome						
PIN Description:	1900 East Phase III, 600 North to 800 North						

Employee Name	4B1	4Q1	4R1	4R2	4Y1	4V1	5A1	5L1	5T1	5U1	5V1	5Y1	5Z1	5Z2	Total
DILLMAN, DAVID	0	2	1	0	1	4	0	0	0	0	4	0	27	0	60
BEDDOES, JUSTIN	1	1	1	2	2	5	0	1	1	1	6	1	28	2	75
PITTS, RYAN	24	0	0	0	0	0	0	0	0	0	0	0	4	0	28
TOLLEY, M. NICOLE	24	0	0	0	0	0	0	0	0	0	0	0	0	0	24
HARRIS, DALEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
BISHOP, SCOTT	0	0	0	0	0	0	0	0	0	0	0	0	6	0	10
OLSON, LONNIE	4	0	0	0	0	0	0	0	0	0	0	0	0	0	6
O'BRYANT, JACOB	0	15	0	0	6	4	3	0	0	0	4	2	12	2	81
YOU, TREVOR	0	0	16	2	6	7	0	0	0	0	4	3	15	2	110
POUNDER, SCOTT	10	0	0	0	0	0	0	0	0	0	0	0	0	0	10
HILL, KIM	0	7	6	3	4	0	4	0	0	0	0	8	0	0	49
CARR, JOSEPH	10	0	0	0	0	0	0	0	0	0	0	0	0	0	10
CARLISLE, ASHLEY	0	0	24	7	5	0	0	0	0	0	0	8	12	2	130
KAUER, KIRK	0	40	0	0	5	0	8	0	0	0	0	5	12	2	120
LAYCOCK, CATHY	0	0	0	0	2	0	0	0	0	0	0	2	4	0	10

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-LC05(15)	PIN:	12939
UDOT Primary Contact:	Nancy Jerome						
PIN Description:	1900 East Phase III, 600 North to 800 North						

	1V1	1B1	1J1	1Q1	1R1	1Y2	2Q1	2R1	2Y1	2V1	3Q1	3R1	3Y1	3V1	
Firm Activity Totals:	20	5	11	12	14	4	19	28	13	17	34	37	33	20	
	4B1	4Q1	4R1	4R2	4Y1	4V1	5A1	5L1	5T1	5U1	5V1	5Y1	5Z2	Total	
Firm Activity Totals:	73	65	48	14	31	20	15	1	1	1	18	29	10	730	
	1V1	1B1	1J1	1Q1	1R1	1Y2	2Q1	2R1	2Y1	2V1	3Q1	3R1	3Y1	3V1	
Transaction Activity Totals:	20	5	11	12	14	4	19	28	13	17	34	37	33	20	
	4B1	4Q1	4R1	4R2	4Y1	4V1	5A1	5L1	5T1	5U1	5V1	5Y1	5Z2	Total	
Transaction Activity Totals:	73	65	48	14	31	20	15	1	1	1	18	29	10	730	

Insurance

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	7/1/2019	TRAVELERS PROPERTY CAS. OF AM.	8108K2866954	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	7/1/2019	TRAVELERS INDEMNITY CO	CUP6667Y094	\$10,000,000	\$10,000,000	N
GENERAL LIABILITY	N	7/1/2019	TRAVELERS INDEMNITY OF CT	6802J925302	\$1,000,000	\$2,000,000	Y
HEALTH INSURANCE HB 331-2009	N	2/22/2019	UNITED HEALTH	753488	\$0	\$0	N
PROFESSIONAL LIABILITY	N	7/1/2019	XL SPECIALTY INSURANCE CO	DPR9927981	\$10,000,000	\$10,000,000	N
WORKERS COMPENSATION	N	7/1/2019	TRAVELERS INDEMNITY CO OF AM	UB4J293086	\$1,000,000	\$0	N

Bid Abstract

Price City Sewer Cleaning

#3C-2019

Bid Opening at 3 PM February 6, 2019



Bid Schedule A: North of Main Street--FY 2018-2019

Pipe Size	Quantity	Unit	Twin "D" Inc.		Waste & Water Logistics, LLC		Dr. Pipeline, LLC		National Power Rodding	
			Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item
15 Inch	0	feet	\$ 0.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inch	3,000	feet	\$ 0.41	\$ 1,230.00	\$ 0.40	\$ 1,200.00	\$ 0.50	\$ 1,500.00	\$ 1.00	\$ 3,000.00
10 Inch	20,000	feet	\$ 0.38	\$ 7,600.00	\$ 0.38	\$ 7,600.00	\$ 0.45	\$ 9,000.00	\$ 1.00	\$ 20,000.00
8 Inch	65,000	feet	\$ 0.37	\$ 24,050.00	\$ 0.38	\$ 24,700.00	\$ 0.40	\$ 26,000.00	\$ 0.75	\$ 48,750.00
6 Inch	40,000	feet	\$ 0.35	\$ 14,000.00	\$ 0.35	\$ 14,000.00	\$ 0.35	\$ 14,000.00	\$ 0.75	\$ 30,000.00
Landfill Disposal	1	LS	\$ 80.00	\$ 80.00	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 65,000.00	\$ 65,000.00
Total			\$ 46,960.00	\$ 47,750.00	\$ 50,600.00	\$ 166,750.00				

Bid Schedule B: South of Main Street--FY 2019-2020

Pipe Size	Quantity	Unit	Twin "D" Inc.		Waste & Water Logistics, LLC		Dr. Pipeline, LLC		National Power Rodding	
			Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item
15 Inch	9,000	feet	\$ 0.45	\$ 4,050.00	\$ 0.44	\$ 3,960.00	\$ 0.55	\$ 4,950.00	\$ 1.50	\$ 13,500.00
12 Inch	7,000	feet	\$ 0.41	\$ 2,870.00	\$ 0.40	\$ 2,800.00	\$ 0.50	\$ 3,500.00	\$ 1.00	\$ 7,000.00
10 Inch	2,000	feet	\$ 0.38	\$ 760.00	\$ 0.38	\$ 760.00	\$ 0.45	\$ 900.00	\$ 1.00	\$ 2,000.00
8 Inch	30,000	feet	\$ 0.37	\$ 11,100.00	\$ 0.38	\$ 11,400.00	\$ 0.40	\$ 12,000.00	\$ 0.75	\$ 22,500.00
6 Inch	20,000	feet	\$ 0.35	\$ 7,000.00	\$ 0.35	\$ 7,000.00	\$ 0.35	\$ 7,000.00	\$ 0.75	\$ 15,000.00
Landfill Disposal	1	LS	\$ 40.00	\$ 40.00	\$ 250.00	\$ 250.00	\$ 60.00	\$ 60.00	\$ 45,000.00	\$ 45,000.00
Total			\$ 25,820.00	\$ 26,170.00	\$ 28,410.00	\$ 105,000.00				

Total Both Schedules \$ 72,780.00 \$ 73,920.00 \$ 79,010.00 \$ 271,750.00

DOCUMENT 00 52 00
AGREEMENT
(Price City – Sewer Cleaning)
#3C-2019

PART 1 GENERAL

1.1 SERVICE PROVIDER

- A. Name: Twin D Inc.
- B. Address: 3038 North 750 East
Layton, Utah 84041
- C. Telephone number: 801-771-3038

1.2 OWNER

- A. The name of the OWNER is **Price Municipal Corporation; 185 East Main, Price, Utah 84501.**

1.3 CONSTRUCTION CONTRACT

- A. The SERVICE PROVIDER will commence and complete the construction of:

Price City Sewer Cleaning (#3C-2019)
- B. The SERVICE PROVIDER will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

Base Bid—Schedule A:

Approximately 128,000 linear feet of sewer pipeline cleaning generally North of Main Street using specialized water flushing and cleaning equipment as part of year one. All work on Schedule A must be finished before June 30, 2019.

Price City may elect to extend the contract for an additional year to clean sewer main lines South of Main Street (approximately 68,000 linear feet of sewer) using specialized water flushing and cleaning equipment. This additional work would start no sooner than July 1, 2019 with substantial completion occurring not later than October 31, 2019.

1.4 ENGINEER

- A. Price City Engineer, the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The SERVICE PROVIDER will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein
- B. The Schedules of Prices awarded from the Bid Schedule (Document 00 41 43) are as follows.
 - A. **Approximately 128,000 linear feet of sewer pipeline cleaning generally North of Main Street using specialized water flushing and cleaning equipment as part of year one (finish before June 30, 2019).**
 - B. **Approximately 68,000 linear feet of sewer pipeline cleaning generally South of Main Street using specialized water flushing and cleaning equipment. This additional work would start no sooner than October 31, 2019.**
- C. An Agreement Supplement is not attached to this Agreement.
- D. Based upon the above awarded schedules the Contract Price awarded is:
 - **Schedule A: Forty-six thousand nine hundred sixty dollars (\$46,960.00)**
 - **Schedule B: Twenty-five thousand eight hundred twenty dollars (\$25,820.00)**

2.2 CONTRACT TIME

- A. The Work on Schedule A will be completed by June 30, 2019 and October 31, 2019 for Schedule B.

2.3 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. SERVICE PROVIDER agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. SERVICE PROVIDER and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof

of damage or specific financial loss for late completion, SERVICE PROVIDER agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

Two Hundred dollars and Zero cents (\$ 200.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Interruption of Public Services:**

No interruption of public services shall be caused by SERVICE PROVIDER, its agents or employees, without the ENGINEER's prior written approval. OWNER and SERVICE PROVIDER agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages. One Hundred dollars and Zero cents (\$ 100.00) for each day or part thereof of any utility interruption caused by the SERVICE PROVIDER without the ENGINEER's prior written authorization.

- B. **Deduct Damages from Moneys Owed SERVICE PROVIDER:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the SERVICE PROVIDER. To the extent that the liquidated damages exceed any amounts that would otherwise be due the SERVICE PROVIDER, the SERVICE PROVIDER shall be liable for such amounts and shall return such excess to the OWNER.

2.4 Payment

- A. SERVICE PROVIDER shall submit to the OWNER Applications for Payment. Applications for Payment will be processed by the OWNER. (See Attached Application for Payment)
- B. The retainage of five percent (5%) will be withheld from each partial payment. All retainage will be made part of the final payment upon completion of the project.

2.5 CONTRACT DOCUMENTS

- A. This AGREEMENT which contains the following documents
- a. Agreement
 - b. Bid Schedule
 - c. Measurement and Payment Schedule
 - d. Notice of Award
 - e. Certificate of Liability Insurance and Workman Compensation Insurance
 - f. Notice to Proceed (format of document only)
 - g. Application for Payment (format of document only)
- B. Other Documents which are applicable to this agreement are:
- a. Instruction to Bidders
 - b. Invitation to Bid

- c. Project Manual
- d. Project Plans
- e. Special Provisions to the Standard Specifications
- f. Supplemental Plans
- g. APWA 2012 Manual of Standard Specification (see Document 00 11 16; 1.7 B)
- h. APWA 2012 Manual of Standard Plans (see Document 00 11 16; 1.9 B)
- i. Addenda
No. _____, Dated _____, 2019
- j. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - i. Notice to Proceed
 - ii. Work Change Directives
 - iii. Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and SERVICE PROVIDER execute this Agreement and declare it in effect as of the ___ day of _____, _____.

3.2 OWNER'S AND SERVICE PROVIDER'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation
 By: _____
 Name: Michael Kourianos
 Title: Mayor

[CORPORATE
 SEAL]
 Attest: _____
 By: Sherrie Gordon
 Title: City Recorder

SERVICE
 PROVIDER: _____
 By: _____
 Name: _____
 Address: _____

[CORPORATE
 SEAL]
 Attest: _____
 By: _____
 Title: _____

END OF DOCUMENT

Mayor
MICHAEL KOURIANOS
City Attorney
THOMAS SITTERUD
Community Director
NICK TATTON
City Recorder
SHERRIE GORDON
Finance Director
LISA RICHENS



Price City

185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905
www.pricecityutah.com

UTAH'S CASTLE COUNTRY!!

City Council
RICK DAVIS
LAYNE MILLER
TERRY WILLIS
AMY KNOTT JESPERSON
BOYD MARSING

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 1-22-19	Submitting Department: Community Development
Meeting Date: 2-13-19	Department Director: Nick Tatton
	Presenter: Nick Tatton

Subject:	EASY Program Reimbursement
Purpose Statement:	The EASY program supports improvements to the physical condition of commercial property within Price City.
Background &/or Alternatives:	The EASY program provides a 25% reimbursement, up to a total of \$2,000 for qualified commercial property investment incentives.
Attachments:	Copy of EASY program flyer, copy of applicant request.
Fiscal Impact:	\$1,430.85.00 from program budgeted funds, account # 10-48-560.
Staff Impact:	None additional.
Legal Review:	None.
Recommendation:	It is the recommendation of staff to authorize the reimbursement per the EASY program and authorize staff to remit the reimbursement in the net amount of \$1,250.00 to the applicant.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to authorize reimbursement from the EASY program to Julie Jarvis, for tangible commercial property repairs and upgrades at both 91 East Main Street and 95 East Main Street. 2. Move to authorize staff to prepare and deliver reimbursement in the amount of \$1,430.85 to Ms. Jarvis consistent with the EASY program.
Other Comments:	None.

PRICE MUNICIPAL CORPORATION

EASY

Economic Investment Incentive Grants

Economic

Activity

Security

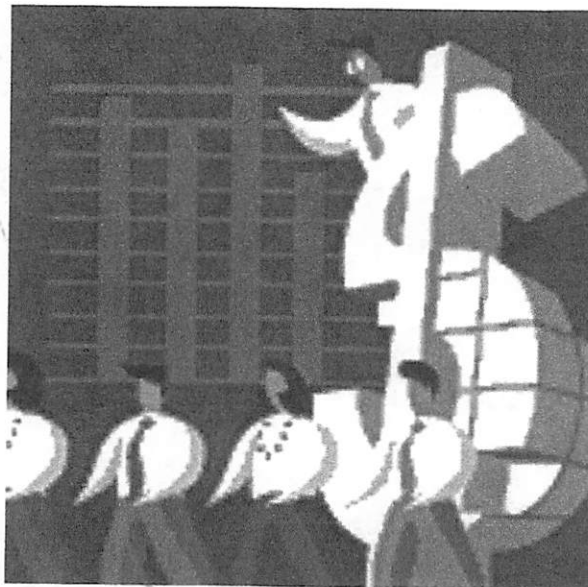
Price City

*Price City...A friendly,
progressive community.*

PRICE MUNICIPAL CORPORATION

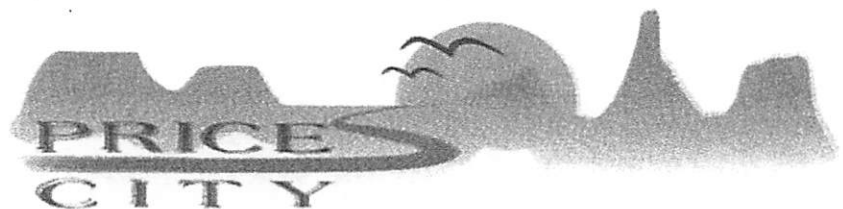
185 East Main Street
P.O. Box 893
Price, Utah 84501
www.pricecityutah.com

Phone: 435.636.3184
Fax: 435.637.2905
Email: nick@priceutah.net



The Price City Economic Activity Security Price City (EASY) fund can be your ticket to business improvement. EASY may reimburse eligible and qualified improvement project up to 25% of project costs to a maximum of \$2,000 per project. Eligible projects include: tangible property improvements, utility extensions and upgrades, infrastructure improvements and construction/building permitting costs. Project location must be within incorporated Price City and applicant must have a current Price City business license.

- Consultation with Price City Economic Development
- Application submitted to Price City Economic Development
- Payment of Application fee - 10% of requested funds or \$25
- Submit project documentation including proof of project and payment
- Receive project reimbursement grant funds
- It's EASY





Map
FIELDS

Plans

Pro

FAQ

Granular

Log In

Sign Up

LAND SALES

Building

NEW

Narrow your search us
Try AcreValue PRO.

Enter a county, township, city, or address



TO WHOM IT MAY CONCERN

The June O Axelgard trust, Julie Ann Jarvis trustee, is requesting that the outside improvements on 95 E & 91 E Main

Price ut 84501 is looked at for reimbursement. I'm presenting this with 2 different building improvements.

These buildings are seperated and leased on a different bill and meter. Therefore 2 different Price City locations.

Each building was completely repaired outside. All surfaces, replaced or improved. What I'm submitting is the repairs and painting on outside of both buildings.

Included is all receipts for all products used. Also labor paid out on projects. Outside lights were mounted or put back in service.

We would appreciate your assistance in this matter. It would create the ability to make more improvements in parking lot.

As FYI we also installed new water main. Our parking lot was flooded during microburst. It created the asphalt to cave in on water main. I've provided check as proof.

We want gateway to downtown Main Street to be improved, presentable, and ready for commerce.

Thank you for your consideration

Thank You
Julie Ann Jarvis, trustee

AM

Hardware Payson
4 East Utah Ave.
Payson, UT 84651
801-465-3722

ACE Hardware Payson
84 East Utah Ave.
Payson, UT 84651
801-465-3722

ALL

10/11/17

Invoice #: A643695
Customer: BROOKEB
Date: 10/20/2017 Time: 04:48:22 PM

Transaction #: A656620
Customer: ASHLEY
Date: 12/22/2017 Time: 10:40:50 AM

*** SALE ***

*** SALE ***

Card Customer
Card # 19453697215

For: Tarvis
Card # ACE19453697215
Card # 19453697215

PP1 SAT NEUT 5G

EACH @ \$169.99 T \$169.99
PP1 SAT MDHH GL

EACH @ \$35.99 T \$35.99
LY CLR4MIL 8X50

ROLL @ \$19.99 T \$19.99
AT 7YR WHT 3.6QT

3
J EACH @ \$27.99 T \$27.99
LLER 9"3/8" NAP

0 EACH @ \$3.99 T \$7.98
901121022
RS CAULK WHT 10.10Z

00 EACH @ \$1.79 T \$3.58
2901102021
TAPE 1.88"X60YD ACE

00 EACH @ \$5.99 T \$5.99
32901404026
ING TAPE 1.41X60YD PG

00 EACH @ \$5.99 T \$5.99
PER PAINT 4-EDGE 2.5"

1
2.00 EACH @ \$8.99 T \$17.98
(Reg Price \$9.99)

082901127116
M ROLLER CVR W/FRM 4"

18815
1.00 EACH @ \$6.99 T \$6.99

Subtotal: \$302.47
6.85% - Tax 1: \$20.72
TOTAL: \$323.19

CHECK: \$323.19
CHANGE: \$0.00

ACE RSTP SPRY GL BLK150Z
17072

2.00 EACH @ \$4.99 T \$9.98

ACE RSTP SPRY GRYP150Z
17072
2.00 EACH @ \$4.99 T \$14.97

WOOD REPAIR KIT QUART

1 QT @ \$16.99 T \$16.99
08003128
TS & PTS

1.00 EACH @ \$11.92 \$11.92

Subtotal: \$53.86
6.85% - Tax 1: \$3.69
Total: \$57.55

CASH: \$60.00
CHANGE: \$2.45

95E

WOOD KIT COPPER 1/4"OD

10 EACH @ \$27.99 T \$27.99
BLK PLSTC 1/4"X50

0 EACH @ \$5.99 T \$5.99
SE1/2" STHREADLF

9
0 EACH @ \$9.99 T \$9.99
NION 1/4" BRS

43891
1.00 EACH @ \$2.79 T \$2.79

POLY TUBE UNION 1/4"
4518122

1.00 EACH @ \$5.99 T \$5.99

ACE LED A19 9.8W5000K4PK
3565884

1.00 PKG @ \$6.99 T \$6.99
(Reg Price \$9.99)

TRIM ROLLER REFILLS 3"PK2
1498799

1.00 PKG @ \$5.99 T \$5.99
TRIM ROLLER REFILLS 4"

1498823
1.00 EACH @ \$6.99 T \$6.99

C+K EXT PP1 SAT ULTRA 5G
1464460

1.00 EACH @ \$174.99 T \$174.99

C+K INT PP1 SG ULTRA GL
1429869

1.00 EACH @ \$33.99 T \$33.99

Subtotal: \$281.70
6.85% - Tax 1: \$19.30
TOTAL: \$301.00

CHECK: \$301.00
CHANGE: \$0.00

91E

See back of receipt for your chance to win \$1000

D #: 7L25YVK18LP



Save money. Live better.

(435) 637-6712
MANAGER LESLIE BROWN
255 S HIGHWAY 55
PRICE UT 84501

IT# 01573 OP# 009047 TE# 47 TR# 07915
RAYSET 6PC 002238496576 5.67 X
SUBTOTAL 5.67
TAX 1 6.600 % 0.37
TOTAL 6.04
CASH TEND 10.00
CHANGE DUE 3.96
ITEMS SOLD 1
TC# 3661 4498 2910 9196 9453 95E



Low Prices You Can Trust. Every Day.
09/27/17 15:23:44

CJS DO IT CENTER
710 EAST MAIN
PRICE UTAH 84501
435-637-8100

CJS DO IT CENTER
710 EAST MAIN
PRICE, UTAH 84501
435-637-8100

Transaction#: CC110716
Associate: BREANNA
Date: 09/16/2017 Time: 01:41:56 PM

*** SALE ***

Bill To:
Our Valued Customer

40"X162' 2PLY STUCCOPAPER-S4PKSSD
1.00 EACH @ \$10.99 T \$10.99
739767154809
ORB BALL PRIVACY KNOB - 009326206851
1.00 EACH @ \$12.99 T \$12.99
12"BRS BEADED PULL CHAIN-030721770135
1.00 CARD @ \$1.79 T \$1.79
BOTTOM PIVOT GUIDE - 078874165095
1.00 EACH @ \$2.59 T \$2.59
EXT FLAT WHITE PAINT - 080047800535
1.00 EACH @ \$21.99 T \$21.99
GRAY / GALV DECK SCREW"GR-GRAY
0.11 LB @ \$7.99 T \$0.88
4X8-3/8 PARTICLE BOARD U--000430538104
3.00 EACH @ \$15.99 T \$47.97
4X8-3/4 PARTICLE BOARD U--001011432002
2.00 EACH @ \$19.99 T \$39.98

Subtotal: \$139.18
6.6% - State Tax: \$9.19
TOTAL: \$148.37

WELCOME

049669673-001
Thomas Price Cardlo
52 WEST MAIN
PRICE UT 845

DATE 10/07/17
TIME 2:15 PM
AUTH# 024600

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 9819
AXELGARD/ SCOTT T

PUMP PRODUCT PPG
04 UNLD \$2.86

GALLONS TOTAL
1.848 \$5.30

Power Washer

THANK YOU
HAVE A NICE DAY

91 3 95

WELCOME

049669673-001
Thomas Price Cardlo
352 WEST MAIN
PRICE UT 845

DATE 10/07/17
TIME 2:18 PM
AUTH# 024618

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 9819
AXELGARD/ SCOTT T

PUMP PRODUCT PPG
06 DIES \$2.89

GALLONS TOTAL
4.397 \$12.75

945 Power Wash

THANK YOU
HAVE A NICE DAY

ACE Hardware Payson
84 East Utah Ave.
Payson, UT 84651
801-465-3722

Transaction#: C47048
Associate: Jeannie
Date: 10/11/2017 Time: 09:35:20 AM

*** SALE ***

Bill To:
Our Valued Customer
ACE Rewards # 19453697215

C+K EXT-PP1 SAT NEUT GL
1463488
33.99 00
5.00 EACH @ \$33.99 T \$169.95
(Reg Price \$35.99)
BCADE TAPE CAUTION3"X1K
28139
1.00 ROLL @ \$9.99 T \$9.99
081834190006

Subtotal: \$179.94

Subtotal: \$13.84

Transaction#: CA481356
Associate: PATTIE
Date: 10/12/2017 Time: 10:17:46 AM

*** SALE ***

Bill To:
Customer # 26800
OTT AXELGARD
AXELGARD/SCOTT
5 N. 300 E.
Price, UT 84501

95E

1/2" K 3" MINI TRIM COVERS - 1769725
1.00 PKG @ \$2.89 T \$2.89
TRIM ROLLER - 1769918
1.00 EACH @ \$3.79 T \$3.79
FS GEN-PURP BRUSH - 780532
1.00 EACH @ \$3.29 T \$3.29
PAINT ROLLER TRAY - 150-482
3.00 EACH @ \$1.29 T \$3.87

Subtotal: \$13.84

ZIONS BANK.
 DATE: 10-9-17
 PAY TO THE ORDER OF: A-1 Rental \$281.42
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 791 75 E Main

141.00 95
 141.20 91

Processed 10/16/17 \$281.42 Ch# 9999

ZIONS BANK.
 DATE: 10-10-17
 PAY TO THE ORDER OF: Ron Jarvis \$280.00
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 10 hr paint prep 95E

95

Processed 10/10/17 \$280.00 Ch# 9999

ZIONS FIRST NATIONAL BANK
 DATE: 10/12/17
 PAY TO THE ORDER OF: A-1 Rental \$133.08
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: Arlo's Post Service

95

Processed 10/16/17 \$133.08 Ch#9900236

ZIONS FIRST NATIONAL BANK
 DATE: 10-12-17
 PAY TO THE ORDER OF: Ron Jarvis \$660.00
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 9-9 10-11 10-11 95E
 12 hr 18hrs

Processed 10/16/17 \$660.00 Ch#9900180

ZIONS BANK.
 DATE: 9 30 17
 PAY TO THE ORDER OF: Stokes \$18.33
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 95E Print tube

95

Processed 10/02/17 \$18.33 Ch#9900614

ZIONS FIRST NATIONAL BANK
 DATE: 10-19-17
 PAY TO THE ORDER OF: Ron Jarvis \$360.00
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 12 hrs @ 30E
 Paint

91

Processed 10/20/17 \$360.00 Ch#9900194

ZIONS BANK.
 DATE: 10/19/17
 PAY TO THE ORDER OF: Ron Jarvis \$300.00
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 95E paint prep

91

ZIONS BANK.
 DATE: 11-1-17
 PAY TO THE ORDER OF: Ron Jarvis \$200.00
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 21E Paint

91

Processed 11/06/17 \$200.00 Ch# 9999

ZIONS BANK.
 DATE: 10-10-17
 PAY TO THE ORDER OF: Scott Axelgard \$208.00
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 2 hrs paint prep 95E
 18 min buffer 95E
 pressure washer

190.00
 95E

Processed 10/12/17 \$208.00 Ch#9900372

ZIONS BANK.
 DATE: 10-12-17
 PAY TO THE ORDER OF: Scott Axelgard \$433.10
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 10 hrs paint 10-12 95E
 7 hr paint 10-12
 17 min buffer 95E

240 95E
 180 91E

Processed 11/01/17 \$433.10 Ch#9900013

1049
 3-2-15
 15-4-08
 Ron Jarvis
 1049
 3-2-15
 15-4-08
 Julie Ann Jarvis
 048506604
 03/23/18

ZIONS BANK.
 DATE: 11-4
 PAY TO THE ORDER OF: Ron Jarvis \$225.00
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: paint 95E

Processed 11/06/17 \$225.00 Ch#

ZIONS BANK.
 DATE: 1-8-18
 PAY TO THE ORDER OF: Scott Axelgard \$125.00
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 5 hrs 95E

95E

ZIONS FIRST NATIONAL BANK
 DATE: 10-20-17
 PAY TO THE ORDER OF: Ron Jarvis \$360.00
 FROM: Julie Ann Jarvis
 ACCOUNT NUMBER: 048506604
 ADDRESS: 12 hrs @ 30E
 Paint

95 East 2165, 31

280 Ron
 125 Scott
 240 Scott
 190 Scott
 18³³ Stokes
 133⁰⁸ AI Rents
 141²⁰ AI Rental
 59⁵⁰ Ace
 17⁰⁷ Ace
 38³⁵ Sutherlands
 32⁹⁰ Ace
 39⁹⁸ Lowes
 43⁹⁹ Ace
 182⁸⁶ Ace
 323¹⁹ Ace
 57⁵⁵ Ace
 6⁰⁴ Walmart
 13⁸⁴ CJ'S
 21⁹⁹ CJ'S
 179⁹⁴ Ace
 5³⁰ gas
 12⁷⁵ gas
 12¹³ ✓
 330 Ron

2465³¹

91 East

301 Ace
 475³⁴ Ace
 82⁵⁵ Ace
 38³⁵ Sutherlands
 39⁹⁸ Lowes
 70³⁵ Ace
 95⁰⁸ Ace
 16⁷⁴ Ace
 12⁰⁰ Ace
 141²⁰ AI
 180 Scott Axelgard
 -660 Ron Jarvis
 Ron
 360 Ron
 300 Ron
 200 Ron
 225 Ron
 360 Ron

~~3486⁰⁶~~
 3158⁰⁶

112 on 95

This reflects receipt totals and checks for labor. Individual pages have property number on each item. This can be matched.

EASY

Project Application

Section 1. Program Requirements.

- Commercial, Retail or Industrial Business within Price City Municipal Boundaries. Attach map indicating physical location of property to be improved.
- Business License current with Price City. Attach copy of business license.
- Authority of Requesting Applicant Confirmed. Attach copy of letter, etc.

Section 2. Improvement Project Description.

Provide a summary of the specific improvements to property EASY funds are being applied for.

The north side 91 E of building, power washed
hand scraped, mortared all areas of need,
all rotted wood replaced, chaulked, painted
roof repaired and painted

Section 3. Project Budget.

NOTE: All approved EASY projects are funded on a reimbursement basis. Submission of receipts or invoices and evidence of payment (cancelled checks) must be submitted.

Type of Project or Project Element	Cost of Project Element	Comments/Notes:
repair prep and paint building 271 East		copies and checks reflect all supplies and labor to accomplish this job
TOTAL	3 15 806	

Section 4. Signature.

Julie Ann Jarvis Julie Ann Jarvis 1-16-18
Printed Name and Signature of Applicant Requesting Funds Date

Section 5. Administrative Processing.

- Price City Economic Development staff review of application.
- Price City Economic Development staff site visit to project.
- Reimbursement Approval, date _____

EASY

Project Application

Section 1. Program Requirements.

- Commercial, Retail or Industrial Business within Price City Municipal Boundaries. Attach map indicating physical location of property to be improved.
- Business License current with Price City. Attach copy of business license.
- Authority of Requesting Applicant Confirmed. Attach copy of letter, etc.

Section 2. Improvement Project Description.

Provide a summary of the specific improvements to property EASY funds are being applied for.

The south side 95 E of building; Power washed
hand scraped, all rotted wood repaired, chaulked
painted, roof repaired painted

This paint was sprayed with paint sprayer
Some areas roiled
around windows roiled & brushed

Section 3. Project Budget.

NOTE: All approved EASY projects are funded on a reimbursement basis. Submission of receipts or invoices and evidence of payment (cancelled checks) must be submitted.

Type of Project or Project Element	Cost of Project Element	Comments/Notes:
repair prep and paint building		copies and checks reflect all supplies and labor to accomplish this job
95 East		
TOTAL	246531	

Section 4. Signature.

Julie Ann Jarvis Julie Ann Jarvis 1-16-18
Printed Name and Signature of Applicant Requesting Funds Date

Section 5. Administrative Processing.

- Price City Economic Development staff review of application.
- Price City Economic Development staff site visit to project.
- Reimbursement Approval date

TO WHOM IT MAY CONCERN

The June O Axelgard Trust, Julie Ann Jarvis , Trustee, is requesting outside improvements on 95 E and 91 E Main Price Utah 84501 is looked at for Easy Grant program. I'm presenting this with 2 different building improvements. These buildings are separated and leased on a different and meter. Therefore 2 different Price City locations. Each building was completely repaired outside. All surfaces replaced or improved. What I'm submitting is the repairs and painting. It was a huge job and well worth it. Included are receipts for all products used. Also, labor paid out on project. As you will see, we tried to keep labor at a minimum. Outside lights were mounted or put back in service We would appreciate your assistance in this matter. It would create the ability to do more outside improvements.

An FYI we also installed a new water main on property. Our parking lot flooded with the microburst.

cave in. I provided check for proof. We want main street to be improved, presentable, and

It created the asphalt to gateway to downtown ready for commerce.

Thank you for your

consideration in this matter.

Thank you

Julie Ann Jarvis, Trustee

ZIONS BANK®

P.O. Box 30709, Salt Lake City, UT 84130-0709

Statement of Accounts

Page 1 of 5

This Statement: August 14, 2018

Last Statement: July 14, 2018

Primary Account 0- [REDACTED]

0015492 01 AB 0.405 **AUTO T7 0 1627 84655-790062 P15507 05-0000-ZFN-PG0023-00011

JUNE O AXELGARD TRUST
JULIE ANN JARVIS
562 E 560 S
SANTAQUIN UT 84655-7900



For 24-hour account information, please contact:

1-800-789-BANK (2265)

zionsbank.com



WE HAVEN'T FORGOTTEN WHO KEEPS US IN BUSINESS. ®

SUMMARY OF ACCOUNT



Service Address:
91 EAST MAIN-APT (UPSTAIR)
Account No.: 4.2740.03
Due Date: 4/04/18
Billing Date: 3/20/18

www.pricecityutah.com
water conservation



1730 *****ALL FOR AADC 840
JUNE AXELGARD TRUST
562 E 560 S
SANTAQUIN UT 84655-7900

5



PRICE CITY UTILITIES
185 EAST MAIN STREET
435-636-3196 or 435-636-3197
www.pricecityutah.com



PRICE CITY UTILITIES
185 EAST MAIN STREET
435-636-3196 or 435-636-3197
www.pricecityutah.com



1731 *****ALL FOR AADC 840
JUNE AXELGARD TRUST
562 E 560 S
SANTAQUIN UT 84655-7900

5



Billing Date: 3/20/18
Due Date: 4/04/18
Account No.: 4.2750.09
Service Address:
95 EAST MAIN

www.pricecityutah.com

ayson
Ave.
84651
722

ACE Hardware Payson
84 East Utah Ave.
Payson, UT 84651
801-465-3722

ACE Hardware Payson
84 East Utah Ave.
Payson, UT 84651
801-465-3722

Time: 06:23:57 PM

Transaction#: A645081
Associate: BROOKEB
Date: 10/18/2017 Time: 04:54:19 PM

Transaction#: A643919
Associate: Jeannie
Date: 10/12/2017 Time: 10:45:58 AM

*** SALE ***

*** SALE ***

95E

Bill To:
Our Valued Customer
ACE Rewards # 19453697215

Bill To:
Our Valued Customer
ACE Rewards # 19453697215

3697215
3697215
INTR ACE
\$7.99 T \$7.99
3PC
\$6.99 T \$6.99
BL BLK150Z
\$4.99 T \$4.99
GRYPRM150Z
@ \$4.99 T \$4.99
JP9"X3/8"3PK
@ \$9.99 T \$19.98
269
REFILLS 4"
H @ \$6.99 T \$6.99
REFILLS3"PK2
G @ \$5.99 T \$5.99
S 1-QT 10PK
KG @ \$8.99 T \$8.99
PAINT TRAY
EACH @ \$2.99 T \$8.97
DLE BOX 100 5GL
\$0.69 T \$1.38

ASPIRE EXT SAT LBASE GL
1506286 \$40.99
1.00 EACH @ \$40.99 T
PROMOTIONAL GIFT CARD
9316423 \$20.00
1.00 EACH @ \$20.00 N
GIFT CARD OFFSET CREDIT
GCOFFSET -\$20.00
-1.00 EACH @ -\$20.00 N
LEMON DROP HARD CANDY60Z
9281031 \$1.99
1.00 EACH @ \$1.99 T
ASPIRE EXT SAT LBASE GL
1506286 \$40.99
1.00 EACH @ \$40.99 T
PROMOTIONAL GIFT CARD
9316423 \$20.00
1.00 EACH @ \$20.00 N
GIFT CARD OFFSET CREDIT
GCOFFSET -\$20.00
-1.00 EACH @ -\$20.00 N
ASPIRE EXT SAT LBASE GL
1506286 \$40.99
1.00 EACH @ \$40.99 T
PROMOTIONAL GIFT CARD
9316423 \$20.00
1.00 EACH @ \$20.00 N
GIFT CARD OFFSET CREDIT
GCOFFSET -\$20.00
-1.00 EACH @ -\$20.00 N
ASPIRE EXT SAT LBASE GL
1506286 \$40.99
1.00 EACH @ \$40.99 T
PROMOTIONAL GIFT CARD
9316423 \$20.00
1.00 EACH @ \$20.00 N
GIFT CARD OFFSET CREDIT
GCOFFSET -\$20.00
-1.00 EACH @ -\$20.00 N
ASPIRE EXT SAT LBASE GL
1506286 \$40.99
1.00 EACH @ \$40.99 T
PROMOTIONAL GIFT CARD

PAINT BRSH ANG SASH 2PC
1595065 \$5.99
1.00 EACH @ \$5.99 T
GLOVES ATLAS FIT X-LARGE
7104441 \$7.99
1.00 PAIR @ \$7.99 T
713740031103
ROLLERCOVR SUPS"X3/8"3PK
1309707 \$9.99
1.00 EACH @ \$9.99 T
082901265269
SANDPAPER 9X11 120G 4PK
1608496 \$4.99
1.00 EACH @ \$4.99 T
ASPIRE EXT SAT LBASE GL
1506286 \$40.99
1.00 EACH @ \$40.99 T
PROMOTIONAL GIFT CARD
9316423 \$20.00
1.00 EACH @ \$20.00 N
GIFT CARD OFFSET CREDIT
GCOFFSET -\$20.00
-1.00 EACH @ -\$20.00 N
ASPIRE EXT SAT NBASE GL
1506344 \$20.00
1.00 EACH @ \$20.00 T
PROMOTIONAL GIFT CARD
9316423 \$20.00
1.00 EACH @ \$20.00 N
CARD OFFSET CREDIT
GCOFFSET -\$20.00
1 GET 1 FREE
00 EACH @ -\$40.99 N -\$81.96
(Reg Price -\$1.00)

Subtotal: \$77.26
6.85% - Tax 1: \$5.29
TOTAL: \$82.55

CHECK: \$82.55
CHANGE: \$0.00

Subtotal: \$165.95
6.85% - Tax 1: \$16.85
0% - Non Taxable: \$0.00
3% - Tax 2: \$0.06
TOTAL: \$182.86

1.00 EACH @ \$40.99 T	\$40.99
PROMOTIONAL GIFT CARD	
9316423	
1.00 EACH @ \$20.00 N	\$20.00
GIFT CARD OFFSET CREDIT	
GCOFFSET	
-1.00 EACH @ -\$20.00 N	-\$20.00
ASPIRE EXT SAT LBASE GL	
1506286	
1.00 EACH @ \$40.99 T	\$40.99
PROMOTIONAL GIFT CARD	
9316423	
1.00 EACH @ \$20.00 N	\$20.00
GIFT CARD OFFSET CREDIT	
GCOFFSET	
-1.00 EACH @ -\$20.00 N	-\$20.00
ASPIRE EXT SAT LBASE GL	
1506286	
1.00 EACH @ \$40.99 T	\$40.99
PROMOTIONAL GIFT CARD	
9316423	
1.00 EACH @ \$20.00 N	\$20.00
GIFT CARD OFFSET CREDIT	
GCOFFSET	
-1.00 EACH @ -\$20.00 N	-\$20.00
ASPIRE EXT SAT LBASE GL	
1506286	
1.00 EACH @ \$40.99 T	\$40.99
PROMOTIONAL GIFT CARD	
9316423	
1.00 EACH @ \$20.00 N	\$20.00
GIFT CARD OFFSET CREDIT	
GCOFFSET	
-1.00 EACH @ -\$20.00 N	-\$20.00
ASPIRE EXT SAT NBASE GL	
1506344	
1.00 EACH @ \$40.99 T	\$40.99
PROMOTIONAL GIFT CARD	
9316423	
1.00 EACH @ \$20.00 N	\$20.00
GIFT CARD OFFSET CREDIT	
GCOFFSET	
-1.00 EACH @ -\$20.00 N	-\$20.00
C+K EXT PP1 SAT ULTRA 5G	
1464460	
1.00 EACH @ \$169.99 T	\$169.99
PROMOTIONAL GIFT CARD	
9316423	
1.00 EACH @ \$20.00 N	\$20.00
GIFT CARD OFFSET CREDIT	
GCOFFSET	
-1.00 EACH @ -\$20.00 N	-\$20.00

al

2nd
page
other 1/2
of receipt

Subtotal: \$444.89
6.85% - Tax 1: \$30.47
TOTAL: \$475.36

CHECK: \$475.36
CHANGE: \$0.00

ACE Hardware Payson
 84 East Utah Ave.
 Payson, UT 84651
 801-465-3722

Sutherlands

Sutherland Lumber Co
 406 S Hwy 55
 Price, UT 84501
 435-613-1512

www.sutherlands.com



LOVE'S HOME CENTERS, LLC
 140 WEST UNIVERSITY PARKWAY
 OREN, UT 84058 (801) 29-1475

ction#: E17395
 ate: MIRANDA
 01/29/2018 Time: 09:30:36 AM

*** SALE ***

er # ACE19453697215
 TARVIS
 wards # 19453697215

2813 06 004163 01-28-2018 13:05:0
 OPERATOR REANNA 072 Basic Sal
 07708914612/7932809 1x 2.99 2.9
 6842348 RC146 ROLLER COVER 9X1IN
 03577780427/7784275 1x 32.99 32.9
 1 DB58607 16 DF INT LTX STN UL WHT

SUBTOTAL 35.98
 TAX01 (0.066000) 2.37
 TOTAL 38.35
 CARD TENDER 38.35
 CHANGE DUE 0.00

Please keep your receipt
 for all returns

Sutherland Lumber Co 2813
 406 S Hwy 55
 Price UT 845010000

Clerk ID: 072

Card Number: 5275-XXXX-XXXX-9045
 JARVIS RON J

Ref Number: 001758937960 [S]
 Auth Number: 782274 [MASTER CARD]
 Card Total: 38.35

Tran Type: Basic Sale

SUBTOTAL: 35.98
 TOTAL: 38.35

TANK RENEWAL KIT
 35
 00 EACH @ \$13.99 T \$13.99
 EXT SAT LBASE GL
 36
 00 EACH @ \$43.99 T \$43.99
 TOI1/2IPX7/8BCX2OSS
 05
 00 EACH @ \$8.49 T \$8.49
 2901026945
 EWARDA
 08
 00 EACH @ -\$25.00 T -\$25.00
 COUPONIY
 70
 00 EACH @ -\$5.00 T -\$5.00

Subtotal: \$36.47
 6.85% - Tax 1: \$2.50
 TOTAL: \$38.97

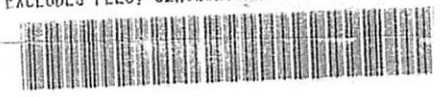
VISA: \$38.97
 CHANGE: \$0.00

- SALE -
 SALES#: S0178KB1 2385502 TRANS#: 14266003 01-01

70593 EIN 16 STD BLANK PL 2.95
 5 @
 403301 OS1 50U (39U) PAR3 3.76
 2 @ 11.88
 72606 EIN 16 STD DUPLEX PLATE 1 1.98
 2 @ 1.99
 291777 EIN 15A-125U TR RECEPTCL 21.80
 2 @ 10.90
 107796 10 WIRENUT ORANGE 100-CT 13.16
 2 @ 6.58
 473904 REP LENS 22 3/16 X 46 7/1 9.98
 803992 UT LED 1-WD SLR MTN LGT (39.98
 592734 ALL PRO LED EXT SIGN RED 49.98
 597654 ELE BLLST(2) F40T12 120V(74.90
 5 @ 14.98
 70610 ETH 15A-120V SP TGLE SW U 0.69
 903832 GE 34W LFL 4FT T12 4100K 59.98

SUBTOTAL: 301.16
 TAX: 20.63
 INVOICE 52004 TOTAL: 321.79
 CHECK: 321.79

STORE: 0178 TERMINAL: 52 01/06/18 12:41
 # OF ITEMS PURCHASED:
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER I



ACES ACE
 FOOD MARKET Hardware
 5 NORTH STATE ROAD 198
 SALEM, UT 84653
 (801) 504-6021

ACES ACE
 FOOD MARKET Hardware
 15 NORTH STATE ROAD 198
 SALEM, UT 84653
 (801) 504-6021

\$ 12.13 PIN Used
 #SXXXXXXXXXX9045
 18254 Payment from primary
 4 Cashier # 4012
 09:39 Ref/Seq # 042487
 231 Term=001 IC=DC
 # 042487
 \$5.99 1
 JTR BAG 186AL
 VTRS WHI10.10
 \$1.79 EA
 \$12.13
 \$12.13
 \$0.00
 CE DUE
 Card
 DATE: 00/2000
 h Code = 518254
 E

ACE Hardware Payson
 84 East Utah Ave.
 Payson, UT 84651
 801-465-3722

Transaction#: Z653685
 Associate: NATALIE
 Date: 05/08/2018

Time: 06:42:11 PM
 *** SALE ***

Bill To:
 Customer # ACE19453697215
 JULIE TARVIS
 ACE Rewards # 19453697215

Water MAIN
 ZIONS BANK
 4310.54
 CH# 9999
 08/16/17
 04550604
 431000054
 8-11-12
 4310 54

Sutherlands

Sutherland Lumber Co
 406 S Hwy 55
 Price UT 84501
 435-613-1512

www.sutherlands.com

2813 04 000909 05-31-2018 12:48:35
 OPERATOR: SAVHANNHA 040 Basic Sale

03577767902/8367914 1x 31.99 31.99
 1-0DB7863 16 PRCH FLR ENAM SG IN EX

04592303881/6958508 1x 3.99 3.99
 S3881 75W ROUGH SERVICE INCAN 6PK

SUBTOTAL 35.98
 TAX01 (0.066000) 2.37
 TOTAL 38.35
 CASH TENDR 40.00
 CHANGE DUE 1.65

Please keep your receipt
 for all returns

05-31-2018 12:48:35
 0909 04 040 2813



ACE Hardware Payson
 84 East Utah Ave.
 Payson, UT 84651
 801-465-3722

Transaction#: Z658114
 Associate: KIERRA
 Date: 05/26/2018

Time: 06:33:22 P.M.
 *** SALE ***

Bill To:
 Customer # ACE19453697215
 JULIE TARVIS
 ACE Rewards # 19453697215

ASPIRE EXT
 1506286

1.00 EACH @ \$30.79
 (Reg Price \$4.95)

6.85%
 TOTAL: \$32.90
 CHANGE: \$0.00

- 1.00 EACH @ \$9.99 T
- 1.00 EACH @ \$6.99 T
- 1.00 EACH @ \$5.99 T
- 1.00 PKG @ \$7.99 T
- 1.00 PAIR @ \$7.99 T
- 7104441 1.00 PAIR @ \$7.99 T
- 713740031103 HOSE CLAMP SAE 12 10PK \$4.59
- 4809695 1.00 EACH @ \$4.59 T
- 41769 2.00 EACH @ \$1.49 T
- 025528105754 DEEPWELL PAINT TRY LINER \$2.98
- 1518083 1.00 EACH @ \$1.99 T
- 022384959680 DEEPWELL PAINT TRY LINER \$1.99
- 1518083 1.00 EACH @ \$1.99 T
- 1518083 DEEPWELL PAINT TRY LINER \$1.99
- 1518083 DEEPWELL PAINT TRY LINER \$1.99
- 1518083 DEEPWELL PAINT TRY LINER \$1.99
- 1518083 DEEPWELL PAINT TRY LINER \$1.99
- 19560 1.00 EACH @ \$2.79 T
- 1595065 PAINT BRSH ANG SASH 2PC \$5.99
- 1075530 1.00 EACH @ \$9.59 T
- 1496314 1.00 PKG @ \$7.99 T
- MINI/TRIM PAINT TRAY \$2.99
- 105 EACH @ \$2.99 T
- ELR1\$10OFF\$50 \$0.00

total: \$75.84
 \$10.00
 \$10.00

ACE Hardware Payson
84 East Utah Ave.
Payson, UT 84651
801-465-3722

ACE Hardware Payson
84 East Utah Ave.
Payson, UT 84651
801-465-3722

Transaction#: Z643288
Associate: THERESA
Date: 03/23/2018 Time: 04:32:39 PM

Transaction#: E25961
Associate: BROOKEB
Date: 03/23/2018 Time: 12:46:36 PM

*** SALE ***

*** SALE ***

Bill To:
Customer # ACE19453697215
JULIE TARVIS
ACE Rewards # 19453697215

Bill To:
Customer # ACE19453697215
JULIE TARVIS
ACE Rewards # 19453697215

ASPIRE EXT SAT LBASE GL
1506286
1.00 EACH @ \$0.00 N \$0.00
(Reg Price \$43.99)
ASPIRE EXT SAT LBASE GL
1506286
1.00 EACH @ \$0.00 N \$0.00
(Reg Price \$43.99)
ASPIRE EXT SAT LBASE GL
1506286
1.00 EACH @ \$43.99 T \$43.99
ASPIRE EXT S-G WHITE GL
1506377
1.00 EACH @ \$44.99 T \$44.99
Promotion 18
HH11066
1.00 EACH @ \$0.00 N \$0.00

SCREEN ALUM 36X84" BRITE
54070
1.00 ROLL @ \$9.99 T \$9.99
047888115488
SPRYPNT 2X SAT CLEAR
1396092
2.00 EACH @ \$3.00 T \$6.00
(Reg Price \$4.59)
SANDPAPER 9X11 80G 4PK
1608470
1.00 EACH @ \$4.99 T \$4.99
\$5 REWARDB
HH50161
1.00 EACH @ -\$5.00 T -\$5.00

Subtotal: \$88.98
6.85% - Tax 1: \$6.10
TOTAL: \$95.08

Subtotal: \$15.98
6.85% - Tax 1: \$1.09
TOTAL: \$17.07

VISA: \$95.08
CHANGE: \$0.00

VISA: \$17.07
CHANGE: \$0.00

ACE Hardware Payson
84 East Utah Ave.
Payson, UT 84651
801-465-3722

Transaction#: Z645324
Associate: KYLIE KILM
Date: 04/03/2018 Time: 05:26:02 PM

*** SALE ***

Customer # ACE19453697215
JULIE TARVIS
ACE Rewards # 19453697215

WIDE 36 PWTR
3436852
1.00 EACH @ \$8.99 T \$8.99
CAULK LEXEL CLEAR TO.50Z
13863
1.00 EACH @ \$9.99 T \$9.99
RIP-CUT SAW GUIDE KREG
2446250
1.00 EACH @ \$36.99 T \$36.99

Subtotal: \$55.97
6.85% - Tax 1: \$3.83
TOTAL: \$59.80

CASH: \$59.80
CHANGE: \$0.00



Ticket 7225

Received From: _____ Date: 3/31

Truck Load \$5.00 _____

Tire Fee \$2.00 each (qty) _____

Amount Received \$ 500 _____

- Cash
- Check
- Visa/Master Card/Discover Card

Signature: _____

FOR RETURN
WITHIN 60 DAYS
epayson.com

TARVIS
ID # 19453697215

ACE Hardware Payson
84 East Utah Ave.
Payson, UT 84651
801-465-3722

Transaction#: Z666234
Associate: JOLENE
Date: 06/30/2018 Time: 01:04:44 PM

*** SALE ***

Bill To:
Customer # ACE19453697215
JULIE TARVIS
ACE Rewards # 19453697215

SPRYNT DUAL GLS BLK
1472802
1.00-EACH @ \$5.99 T \$5.99
WALL ANCHOR 1/8 L CD2
5333166
2.00 CARD @ \$1.59 \$3.18
ELBOW 90 PVC10 3/4" SXMP
44900
1.00 EACH @ \$1.39 T \$1.39
611942038817
ELBOW 90PVC40 3/4S1
42744
1.00 EACH @ \$0.69 \$0.69
611942081111
TFT INSERT 1
\$2.39
NIPER
41
1.00 EACH @ \$1.39 T \$1.39
612888141100
MISC NUTS & BOLTS
1930
1.00 EACH @ \$0.64 T \$0.64

Subtotal: \$15.67
6.85% - Tax 1: \$1.07
TOTAL: \$16.74

CASH: \$100.00
CHANGE: \$83.26

ACE Hardware Payson
84 East Utah Ave.
Payson, UT 84651
801-465-3722

Transaction#: E49853
Associate: MIRANDA
Date: 07/03/2018 Time: 01:42:43 PM

*** SALE ***

Bill To:
Customer # ACE19453697215
JULIE TARVIS
ACE Rewards # 19453697215

MSKG TAPE ORIGBLU1.41X60
1010347
1.00 EACH @ \$6.99 T \$6.99
ROLLERCOVR SUP9"X3/8"3PK
1309707
1.00 EACH @ \$9.99 T \$9.99
082901265269
\$5 REWARDF
HH50165
1.00 EACH @ -\$5.00 T -\$5.00

Subtotal: \$11.98
6.85% - Tax 1: \$0.82
TOTAL: \$12.80

CASH: \$20.00
CHANGE: \$7.20

RECEIPT REQUIRED FOR RETURN
OR EXCHANGE WITHIN 60 DAYS
www.acehardwarepayson.com

JULIE TARVIS
ACE REWARDS ID # 19453697215

RETURN

**UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
OFF-PREMISE BEER RETAILER LICENSE**

LOCAL CONSENT

Date: _____

Utah Department of Alcoholic Beverage Control
Licensing & Compliance Section
1625 S 900 W
PO Box 30408
Salt Lake City, Utah 84130-0408

_____ (City) (Town) (County) grants its consent to the
issuance of a state off-premise beer retailer license for Millers Price LLC
owned by Richard L Miller Enterprises Inc (DBA) _____ and
located at 755 S Carbon Ave, Price UT 84501 pursuant to the
provisions of 32 B-7, Utah Code, for the purpose of the storage and sale of beer off-premises.
Applicant has met all local ordinances relating to issuance of local business license(s).

Authorized signature

Name/title

Account No: 3411
 Business Activity: _____
 Fee: 150⁰⁰
 CC Approval: Yes No Date: _____
 License Sent: _____



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3161.

PLEASE TYPE OR PRINT LEGIBLY.

Business Information			
Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Custom Predator Solutions</u>			
If Name Change, list previous name: _____			
Business Address: <u>1460 Sage wood RD</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 650-1532</u>		Business E-mail: <u>Trent Wilson 4558@Gmail.com</u>	
Business Fax: _____		Business Fax: _____	
Mailing Address (if different): _____		City: _____	State: _____
Zip Code: _____		Zip Code: _____	
Property Owner's Name: _____		Property Owner's Telephone: '' _____	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other			
Opening Date: <u>2-21-19</u> Business Hours: From <u>12:00AM</u> To <u>12:00AM</u> <u>(M)</u> <u>(T)</u> <u>(W)</u> <u>(TH)</u> <u>(F)</u> <u>(S)</u> <u>(U)</u> (please circle)			
Detailed Description of Business: <u>Varmint eradication around town Ships, Agricultural Lands, and Commercial Properties. Provide Custom Solutions to nuisance pests such as Coyotes, Foxes, Ground hogs ect. as following State and federal Laws.</u>			
Commercial Square Feet: _____	No. of Arcade Games, Pool Tables, Etc.: <u>N/A</u>	No. of Vending Machines: <u>None</u>	No. of Mobile Home Spaces: <u>0</u>
No. of Rental Units: <u>0</u>	No. of RV Spaces: <u>0</u>	No. of Motel Rooms: <u>0</u>	No. of Beds: <u>0</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax I.D. No. (Include copy): _____	
State License No. (Include copy): _____		State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.			
<input type="checkbox"/> Alcoholic Beverages	<input type="checkbox"/> Eating Establishment	<input type="checkbox"/> Amusement Center	<input type="checkbox"/> Taxi Cab
<input type="checkbox"/> Pawnbroker	<input type="checkbox"/> Sexually Oriented Business		

Account No: 3410
 Business Activity: 9221
 Fee: 150.00
 CC Approval: Yes No Date: _____
 License Sent: _____



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3161.

PLEASE TYPE OR PRINT LEGIBLY.

Business Information			
Business Status: <input type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input checked="" type="checkbox"/> Ownership Change			
Business Name (include DBA): GMRG ACQ 1 LLC (DBA Pizza Hut)			
If Name Change, list previous name:			
Business Address: 212 S Hwy 55			Suite/Apt. No.:
City: Price	State: Utah	Zip Code: 84501	
Business Telephone: (435) 637-6410	Business E-mail: ap@gmpizzahut.com		Business Fax: 913-383-8094
Mailing Address (if different): 10880 Benson Dr Suite 2320		City: Overland Park	State: KS
		Zip Code: 66210	
Property Owner's Name		Property Owner's Telephone	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input type="checkbox"/> Other			
Opening Date: <u>01/23/2019</u> Business Hours: From <u>10 am</u> To <u>11 pm</u> <u>M T W T H F S S U</u> (please circle)			
Detailed Description of Business: We are a restaurant franchise that sells pizza and other associated appetizers. We offer carry out, dine in and/or delivery.			
Commercial Square Feet: <u>2405</u>	No. of Arcade Games, Pool Tables, Etc.: 0	No. of Vending Machines: 0	No. of Mobile Home Spaces: n/a
No. of Rental Units: n/a	No. of RV Spaces: n/a	No. of Motel Rooms: n/a	No. of Beds: n/a
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy):	
State License No. (Include copy):		State License Type:	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply. <input type="checkbox"/> Alcoholic Beverages <input checked="" type="checkbox"/> Eating Establishment <input type="checkbox"/> Amusement Center <input type="checkbox"/> Taxi Cab <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			

Account No: 3407
 Business Activity: 0213
 Fee: 150.00
 CC Approval: Yes No Date: _____
 License Sent: _____



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3161.

PLEASE TYPE OR PRINT LEGIBLY.

Business Information			
Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): BCBU, Inc. dba Rocky Mountain Personal Care			
If Name Change, list previous name: _____			
Business Address: 60 East 100 North			Suite/Apt. No.: _____
City: Price	State: Utah	Zip Code: 84501	
Business Telephone: (435) 637-0665	Business E-mail: contracting@rmcare.com	Business Fax: (801) 296-9117	
Mailing Address (if different): _____		City: v	State: Utah
Property Owner's Name: _____		Property Owner's Telephone: () _____	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC <i>(Include copy of name registration with the State of Utah)</i>			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other			
Opening Date: 03/01/2019 Business Hours: From 9 am To 5 pm MTWTFSS SU (please circle)			
Detailed Description of Business: Personal Care/ Home Health Agency			
Commercial Square Feet: _____	No. of Arcade Games, Pool Tables, Etc.: N/A	No. of Vending Machines: N/A	No. of Mobile Home Spaces: N/A
No. of Rental Units: N/A	No. of RV Spaces: N/A	No. of Motel Rooms: N/A	No. of Beds: N/A
State Sales Tax I.D. No. (include copy or proof of exemption): _____		Federal Tax I.D. No. (include copy): _____	
State License No. (include copy): _____		State License Type: Personal Care Agency	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.			
<input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Amusement Center <input type="checkbox"/> Taxi Cab <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			

Account No: 3409
 Business Activity: 8121
 Fee: 150
 CC Approval: Yes No Date: _____
 License Sent: _____



BUSINESS LICENSE APPLICATION

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PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information			
Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Salon Vivid, LLC</u>			
If Name Change, list previous name: _____			
Business Address: <u>90 West 100 North Unit #7</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(307) 360-6374</u>		Business E-mail: _____	
Business Fax: _____		Business Fax: _____	
Mailing Address (if different): <u>1-2-0-0-0-0-0-0</u>		City: _____	State: _____
Zip Code: _____		Zip Code: _____	
Property Owner's Name: _____		Property Owner's Telephone: () _____	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC <i>(Include copy of name registration with the State of Utah)</i>			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other			
Opening Date: <u>2-14-19</u> Business Hours: From <u>8:00am</u> To <u>9:00pm</u> <u>(M T W T H F S S U)</u> (please circle)			
Detailed Description of Business: <u>Salon / Cosmetology Services</u>			
Commercial Square Feet: <u>290</u>	No. of Arcade Games, Pool Tables, Etc.: <u>None</u>	No. of Vending Machines: <u>None</u>	No. of Mobile Home Spaces: <u>None</u>
No. of Rental Units: <u>None</u>	No. of RV Spaces: <u>None</u>	No. of Motel Rooms: <u>None</u>	No. of Beds: <u>None</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax I.D. No. (Include copy): _____	
State License No. (Include copy): _____		State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.			
<input type="checkbox"/> Alcoholic Beverages	<input type="checkbox"/> Eating Establishment	<input type="checkbox"/> Amusement Center	<input type="checkbox"/> Taxi Cab
<input type="checkbox"/> Pawnbroker	<input type="checkbox"/> Sexually Oriented Business		

Price City Municipal Corporation Desert Wave Pool Department Travel Request

Date: 1/23/19
Attendees: Tamara Gray and Kamra Davis

Description: To attend the annual Utah Recreation and Parks Association Conference
Sponsor: Utah Recreation and Parks Association
Location: St. George, Utah
Dates: March 10th – March 14th 2019

Purpose: Tamara and Kamra will be attending the conference and National Aquatic Management Training. They will also be renewing their Lifeguard Instructor Certifications. They will travel and room together.

Estimated Expenses

Travel:	<u>City Car if Available</u>	
Meals:	<u>4 Days</u>	<u>\$160</u>
Lodging:	<u>4 Nights</u>	<u>\$546.12</u>
Registration:	<u>2 Attendees</u>	<u>\$510</u>
Estimated Total:		<u>\$1216.12</u>

Mayor
MICHAEL KOURIANOS
City Attorney
THOMAS SITTERUD
Community Director
NICK TATTON
City Recorder
SHERRIE GORDON
Finance Director
LISA RICHENS



Price City

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TRAVEL REQUEST: HR LAW SEMINAR

PERSON: NICK TATTON

DATE: MAY 30TH, 2019

LOCATION: SLC, UT

REASON: IMPROVE UNDERSTANDING, EFFECTIVENESS AND EFFICIENCY FOR ADMINISTRATION OF HR MATTER; PROTECT PRICE CITY FROM POTENTIAL LEGAL LIABILITY DUE TO MANAGEMENT OVERSIGHTS.

<u>COSTS:</u>	CONF. REGISTRATION	\$149.00 – SEMINAR COST.
	VEHICLE MILEAGE	\$40.00 – FUEL CITY CAR-SLC
	PARKING & MISC	\$0.00 - ESTIMATED
	LODGING	\$120.00 – ESTIMATED
	MEALS	\$50.00 - ESTIMATED
	AIRFARE	\$0.00 – ESTIMATED
	ANTICIPATED REIMBURSEMENTS	(\$0.00) - ESTIMATED
	TOTAL	(\$359.00) – DIRECT COST

BILLING: SEMINAR REGISTRATION TO ACCOUNT #10-49-231
TRAVEL EXPENSES TO ACCOUNT #10-49-230

MISC: NONE.

THE ESSENTIALS OF

HR LAW

DON'T PUT YOUR ORGANIZATION AT RISK — make sure every step you take is legally sound and compliant

2019

COURSE OBJECTIVE:

To provide the knowledge you need to legally and ethically manage human resources in your organization.

You'll learn how to:

- Reduce your organization's risk of being held liable in employee management situations
- Navigate the complexities of employment law and the court's interpretation of it
- Avoid danger zones that can trip up even the most seasoned HR professional
- Develop a consistent approach for every manager to use in handling employee issues
- Meet the demands of changing legislation and varying interpretations of laws such as ...
 - Family Medical Leave Act (FMLA)
 - Fair Labor Standards Act (FLSA)
 - Consolidated Omnibus Budget Reconciliation Act (COBRA)
 - Health Insurance Portability and Accountability Act (HIPAA)
- Create a workplace environment that treats employees both fairly and legally
- Implement new employment management techniques to boost productivity
- Eliminate all forms of harassment and discrimination to create a safe work environment for all
- And much more!

This course qualifies for CPE, HRCI & PDC credits. See details on page 6.

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913-967-8849



EXPRESS CODE

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 **FRED PRYOR SEMINARS**

What do you **THINK?**

Posting Jobs Internally

- A new position is becoming available, and the manager wants to hire someone from outside the organization. Do you have to open it up to internal staff members first?

Employee Handbooks

- There's a change to a policy in your employee handbook. You'd like to just send out an email notice to all employees. Is that good enough?

Workers' Compensation

- An employee's foot was run over in the parking lot of your workplace. However, it happened after hours, and the employee shouldn't have been on the property. Does this qualify for workers' compensation?

Firing

- One of your managers has fired an employee who once had a stellar record with the organization. If she sues, what will you need to make this termination stand up in court?

Unemployment Benefits

- You hired a contract art director to work on site for the past year. Now that his contract is up, he's filing for unemployment benefits. Does he have a shot at getting the money?

After this seminar, you'll know where you stand in these confusing situations and how to deal with dozens of others, so your organization stays out of legal trouble.

Spend a day away from the office and **GAIN A NEW PERSPECTIVE**

on your HR challenges and new tools for meeting them confidently and legally.

Class Action lawsuits ... hints of sexual harassment ... regulations for interviewing and hiring. There's no end to the legal pitfalls you face every day on the job, and as a human resources professional, you're expected to stay on top of it all.

But every day you still deal with situations that have the potential to derail your organization and land you — and your employer — in legal hot water:

- **The coworkers who flirt with one another day after day, until one of them decides to move on.** Is there a potential harassment claim?
- **The qualified applicant who was interviewed but not hired.** Could it be considered hiring discrimination?
- **The new mother on maternity leave whose replacement turns out to be a "superstar."** Is her manager obligated to hire her back?

These are just three examples of countless situations you might encounter in a normal day — and any one of them could blow up into major legal trouble.

In order to excel in your position, you must not only successfully handle the day-to-day duties of your HR department, you must also have a working knowledge of employment law, new hiring trends and benefits management. That takes a lot of time and energy and nobody understands better than you.

Meeting that challenge requires continuing education to keep you abreast of the latest legal changes along with the best employment practices. That is why this seminar is so important.

In one information-packed seminar, you'll learn what you need to know to handle the legal issues and gray areas you face every day.

You'll also learn how to think like a lawyer, so you can anticipate and sidestep problems before they arise. This alone is well worth the price of the seminar. If you deal with the legal issues surrounding human resources as an HR professional — or even as a manager or supervisor — you need to enroll today!

A POWERFUL ONE-DAY SEMINAR

The Essentials of HR LAW 2019 Only \$149

7 BENEFITS

You'll Gain by Attending

- **Cut your organization's liability risk in employee management situations**
How could you promote him instead of me? Shouldn't this be at overtime pay? Isn't this a legal holiday? Managing employees is fraught with gray areas, differing opinions and the potential for legal problems. This seminar will equip you with an understanding of what is correct, ethical and legal in employee/manager relations.
- **Understand the complexities of employment law and how the court interprets it**
Often the law itself creates as many questions as it answers. Learn where to turn to find out how the courts have historically ruled on the law so you can apply it appropriately in your organization.
- **Create a framework every manager can follow so your organization deals with employee situations in a consistent way**
Does one manager treat employee evaluations like a friendly chat and another like a court martial hearing? Are sexual innuendos tolerated in one department and strictly forbidden in another? After this seminar, you'll be able to establish a uniform standard that can be consistently enforced organization-wide, protecting your employer from legal vulnerability and ensuring every employee is treated fairly.
- **Sidestep the legal hot spots that trip up many HR professionals**
Outsourcing work, benefits administration, flextime management, alternative work arrangements — the list of HR perils goes on and on. Learn to recognize and avoid trouble before it starts.
- **Meet the demands of changing workplace legislation**
“But it used to be okay to do it this way. What's changed?” The law. It's never been more challenging — and important — for you to stay on top of legislation such as FMLA, FLSA, COBRA, HIPAA and other regulations that affect the way you deal with employees. Get the best and latest information at this seminar.
- **Provide a workplace free of harassment and discrimination and safe for everyone**
“I didn't know I was harassing her. I thought the feelings were mutual.” As an HR professional, you've probably heard similar comments and maybe even seen how misunderstandings could arise. After this program, you'll know how to enforce a code that eliminates misinterpretation and allows everyone to work in an environment free from hurtful distractions.
- **Boost productivity organization-wide through new employment management techniques**
Among the most exciting and valuable aspects of this program are the new skills you'll gain. Gathered from the most progressive and successful organizations across the country, these ideas will help you take workplace productivity to the next level.

EXCITING NEW APPROACHES

to the most demanding area of your field

Section I — Legislation, Case Law Trends and Hot Issues

- The most important employment legislation and how it affects your workplace and job
- What you must know about the Americans with Disabilities Act as it relates to interviewing and hiring
- COBRA requirements — an update on the latest changes
- What you must do as soon as an employee files a charge of sexual harassment
- How to calculate overtime under new FLSA requirements
- Drug testing — can you make it a requirement? When and how to do it to avoid pitfalls
- What you need to know about the Pregnancy Discrimination Act now that FMLA is in effect
- Tips for handling employees who are called up for extended military service
- How to legally manage the latest benefits administration issue: Are domestic partners eligible for benefits?

Section II — A Fresh Look at Essential Employment Practices

- Why *how* and *where* you recruit can inadvertently constitute discrimination
- Résumé red flags that signal an applicant may be setting you up for a discrimination charge
- Hiring practices that will stand up under an EEOC undercover audit
- Consistent and fair progressive discipline practices that discourage “unlawful discharge” lawsuits
- Documentation you must have if you’re called to court
- Legalities and liabilities that arise when you outsource key organization functions
- When personality and aptitude tests are legal in hiring
- Words you must never use in describing classes of employees
- The latest insights into performance evaluations: how often to schedule them and how to construct them

Section III — Practical Insights Into HR Administration and Benefits

- Tips to help you avoid common mistakes in meeting the requirements of FMLA
- Up-to-date COBRA federal regulations that affect the way you administer benefits
- A sanity-saving procedure for dealing with legal record-keeping and retention requirements
- Legal pitfalls of downsizing and organizational layoffs
- How to navigate the tricky legal ins and outs of unemployment hearings and benefits
- The secret to skating through a Department of Labor or EEOC investigation
- New legalities in reporting incentive pay, benefits and other perks
- How to successfully evaluate, discipline and correct performance problems among managers

Section IV — The Legalities of Policies, Procedures and Employment Handbooks

- The first line of defense against employment practice missteps you must not ignore
- How to communicate policies and procedures so they will be easy to understand — and hold up in court
- The truth about the acceptability of using email to communicate policy changes
- What you must do to ensure employment policies and procedures comply with the law
- How to recognize legally weak language, unclear definitions and vague employee rules
- What absolutely must be achieved during employee orientation for legal reasons

A POWERFUL ONE-DAY SEMINAR

FAQs

Q. I know there are discrepancies in the various ways our managers handle employee issues, but I don't have the power to make them all follow a consistent approach. What can I do?

A. At this seminar, you will learn the critical legal importance of establishing a code for handling employment issues that is applied throughout the organization. You'll also develop a plan for putting that system into action and gaining manager support.

Q. Why should I bother learning what's happening now with employment law? It will only change again.

A. In addition to learning about employment law as it is applied now, you will also gain something infinitely more important at this seminar — a way of looking at employment situations and issues that encompasses the tradition of how the law has been applied over time. Armed with this “internal radar,” you'll be able to help your organization avoid legal hot water over the long term in many areas.

Q. I don't really know much about employment law. Will I be in over my head at the seminar?

A. Not at all. Every acronym will be decoded and every issue discussed in terms you can understand. You'll feel right at home. You will never be put on the spot, and your questions will be welcome throughout the program.

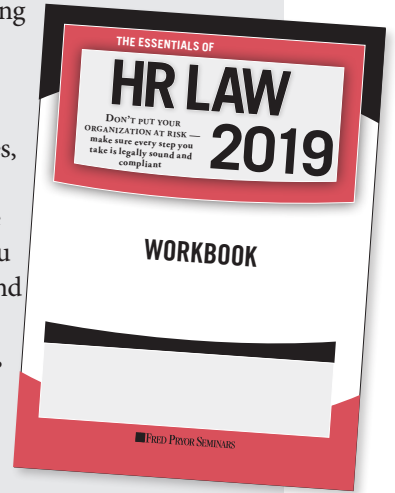
Seats Fill Fast — Enroll Today

WHO SHOULD ATTEND

- All HR employees, managers, directors and VPs
- Personnel managers
- Managers and supervisors with personnel responsibilities
- Small business owners

A FREE WORKBOOK FOR EVERY PARTICIPANT

Your tuition includes a detailed course workbook that highlights pertinent information, freeing you to listen and learn more. The workbook offers specific techniques, skills and ideas you'll use to make sure every step you take is legally sound and compliant. After the seminar, reference it time and time again, to recall key points, validate opinions and address specific problems.



GUARANTEED RESULTS

All of our seminars are 100% SATISFACTION GUARANTEED! We're confident this seminar will provide you with the tips and techniques you need to better understand the law as it applies to human resources. If for any reason you are dissatisfied, send us a letter (Attn: Customer Relations) within 30 days of your seminar attendance stating the reason you were not satisfied, and we'll arrange for you to attend another one of our seminars or receive a full refund — *hassle-free*.

REGISTRATION INFORMATION

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Quick Confirmation! To receive your confirmation within 48 hours, please complete the Quick Confirmation section of the registration form. Be sure to provide us with your email address and/or fax number.

Program Schedule

Check-in: 8:30 a.m. – 9:00 a.m.
Program: 9:00 a.m. – 4:00 p.m.

Cancellations and Substitutions

You may cancel your registration up to 10 business days before the program, and we will refund your tuition less a nominal cancellation fee. Substitutions and transfers may be made at any time to another program of your choice scheduled within 12 months of your original event. Please note, if you do not cancel and do not attend, you are still responsible for payment.

Please Note

- You will be notified by email, fax and/or mail if any changes are made to your scheduled program (i.e., date, venue, city or cancellation).
- Walk-in registrations will be accepted as space allows.
- For seminar age requirements, please visit <http://www.pryor.com/faq.asp#agerequirements>.
- Please, no audio or video recording.
- Lunch and parking expenses are not included.
- Dressing in layers is recommended due to room temperature variations.
- You will receive a Certificate of Attendance at the end of the program.

Tax-Exempt Organizations

If you are tax-exempt, enter your tax-exempt number in Section 6 on the Registration Form. Please mail or fax a copy of your Tax-Exempt Certificate with your registration for payment processing.

Tax Deduction

If the purpose of attending a Fred Pryor seminar is to help you maintain or improve skills related to employment or business, expenses related to the program may be tax-deductible according to I.R.C Reg. 1.162-5. Please consult your tax adviser.

Continuing Education Units (CEUs)

Fred Pryor Seminars offers CEU credits based on program length and completion. Credits are issued according to the National Task

Force for Continuing Education guidelines and approval is at the discretion of your licensing board. **Questions or concerns should be directed to your professional licensing board or agency.**

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HRCI Recertification Credits (HRCI)

This program has been approved for recertification credit hours through the HR Certification Institute. For more information about certification or recertification, please visit the HR Certification Institute homepage at www.hrci.org. This course qualifies for 5.5 HRCI recertification credits.

Professional Development Credits (PDCs)

Fred Pryor Seminars and CareerTrack, divisions of Pryor Learning Solutions, Inc. are recognized by SHRM to offer SHRM-CP or SHRM-SCP professional development credits (PDCs). This program is valid for 6 PDCs. For more information about certification or recertification, please visit shrmcertification.org.

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To obtain a certificate documenting your completion and/or CEU, CPE, HRCI or PDC credits, please visit www.pryor.com/certificate. Certificates will be available 10 days after your event has ended.

Update Your Contact Information!

Simply make corrections to the mailing label on the back page of this brochure. **Mail** corrections to P.O. Box 413884, Kansas City, MO 64141-3884 or **fax** to 913-967-8849. We'll change our records for the very next update. Thanks!

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1 **YES!** Please register me for the one-day, **The Essentials of HR Law 2019** seminar. Group discounts available; see page 6 for details.

2 IMPORTANT! Please fill in VIP number as it appears on the address label.

VIP _____ (_____)
IF AVAILABLE

3 ORGANIZATION INFORMATION

Organization: _____

Address: _____

City: _____ St: _____ ZIP: _____

Tele: _____ Fax: _____

Approving Mgr's Name Mr. Ms. _____

Job Title: _____

Email Address: _____ Business Home

4 QUICK CONFIRMATION

Please email or fax my confirmation to me within 48 hours.

My email address or fax is: _____

5 NAMES OF ATTENDEES (Please list additional names on a separate sheet.)

#1 Attendee's Name
Mr. Ms.

Job Title _____ City Event # _____

Email Address _____ Business Home

#2 Attendee's Name
Mr. Ms.

Job Title _____ City Event # _____

Email Address _____ Business Home

6 METHOD OF PAYMENT (Payment is due before the program.) Please make checks payable to Fred Pryor Seminars and return form to: P.O. Box 219468, Kansas City, MO 64121-9468. Our federal ID# is 43-1830400 (FEIN).

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See inside for ways to increase your law knowledge
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FRED PRYOR SEMINARS



Mayor
MICHAEL KOURINOS

City Attorney
THOMAS SITTERUD

City Recorder
SHERRIE GORDON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS

City Council

RICK DAVIS

AMY KNOTT-JESPERSEN

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LAYNE MILLER

TERRY WILLIS

185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905

Travel Request: UAMPS Member Meeting April 16th – 17th, 2019

Person: Bret Cammans

Date: April 16-17, 2019

Location: Salt Lake City, Utah

Purpose: Monthly Member and Committee Meetings

Cost:	Class	\$0
	Travel	\$130 approximately
	Lodging	\$240 approximately (2 nights)
	Meals	\$ 46 other meals included
	Total	\$416

UAMPS reimburses the costs of the trip as well as daily compensation.

UAMPS Monthly meeting.

Thank You
Bret Cammans



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MICHAEL KOURINOS

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Travel Request: UAMPS Member Meeting March 19th & 20th, 2019

Person: Bret Cammans

Date: March 19-20, 2019

Location: St George, Utah

Purpose: Monthly Member and Committee Meetings

Cost:	Class	\$0
	Travel	\$324 approximately
	Lodging	\$190 approximately (2 nights)
	Meals	\$0 included
	Total	\$514

UAMPS reimburses the costs of the trip as well as daily compensation.

UAMPS Monthly meeting.

Thank You
Bret Cammans