

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.pricacityutah.com

PRICE CITY COUNCIL

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 05/22/2019. 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 - Mayor Kourianos
5. PUBLIC COMMENT
6. HELPER ARTS, MUSIC & FILM FESTIVAL -Request for sponsorship.
7. UTAH OUTDOOR RECREATION GRANT/PRICE CITY DINO-MINE PUMP PARK - Consideration and possible approval of an Infrastructure Grant Agreement.
8. RESOLUTION NO. 2019-14 - Consideration and possible approval of a resolution adopting the Price City moderate income housing plan.

CONSENT AGENDA

9. MINUTES
 - a. May 8, 2019 City Council Workshop
 - b. May 8, 2019 City Council Meeting
10. EFFECTIVE CAREER LADDER INCREASE - Consideration and possible approval of an effective career ladder increase for Sherrie Gordon effective 07-01-19.
11. 1900 EAST PRICE PHASE III: 600 North to 800 North - Consideration and possible approval of UDOT Local Government Contract for Construction Management Engineering Services with Horrocks Engineers, Inc in the amount of \$104,469.75 (Budgeted).
12. CITY OF FUN CARNIVAL, INC. AGREEMENT - Consideration and possible approval of an agreement for a carnival for International Days occurring on July 25-27, 2019.
13. BUSINESS LICENSE - Consideration and possible approval of a business license for Acorn Care LLC dba Homewatch CareGivers of Eastern Utah at 375 S Carbon Avenue.
14. TRAVEL REQUEST - Consideration and possible approval of travel request for: Miles Nelson and Trenton Bennett, Building Inspection - Utah Unreinforced Masonry Buildings Summit, June 25-26, 2019, Salt Lake City, UT
15. 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.priceutah.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.



Sherrie Gordon <sherrieg@priceutah.net>

Helper Arts, Music & Film Festival

1 message

Helper Arts, Music and Film Festival <helperartsfestival@gmail.com>
To: Sherrie Gordon <sherrieg@priceutah.net>

Wed, May 15, 2019 at 8:12 PM

Hi Sherrie,

I would like to be on the City Council agenda to request Price's sound system for this year's Festival scheduled for August 15 - 18.

Please let me know when I can discuss this request with Council.

Regards,

Kate Kilpatrick-Miller
Vikki Ori
Co-Directors Helper Arts, Music and Film Festival



Utah Governor's Office of Economic Development

BUSINESS • TOURISM • FILM

CONTRACT ROUTING SLIP

CONTRACT #: 190631192

AGENCY: GOED

DEPT: 063

DIVISION/PROGRAM: Outdoor Recreation Infrastructure Contract

PROJECT NAME: Price CityDino-Mine Pump Park

CONTRACTOR NAME: Price City

VENDOR #:

AUTHORIZED AMOUNT: \$ 15,000

CONTRACT EFFECTIVE DATE: May 13, 2019

TERMINATION DATE: May 13, 2021

APPROPRIATION: 2306

COMMODITY CODE: 99999

FUND: 2306

UNIT: 6272

SIGNATURES IN THE SEQUENCE SHOWN

1. GOED FINANCE DIRECTOR _____

Approval Date _____

2. OTHER (OPTIONAL) _____

Approval Date _____





INFRASTRUCTURE GRANT AGREEMENT

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah, Governor's Office of Economic Development, referred to as STATE, and

Terry Willis
Price City
185East Main
Price,Ut 84501
Phone:

Referred to as CONTRACTOR
Federal Tax ID: 87-6000265

Legal Status of Contractor
Governmental Agency

2. **PROJECT DESCRIPTION FOR Price CityDino-Mine Pump Park**

CONTRACTOR agrees to the following project description and will only receive grant dollars for costs associated with the following description:

Price City will be constructing a pump park for use as recreation and skills training for bike riders. It will be targeting beginner and intermediate riders to help them learn skills and have fun. All ages will be encouraged to use the park. It will accommodate strider, BMX, mountain and gravel bikes. The city owns the land and the park is located adjacent to an existing skatepark and play area. We will be demolishing an unused and poorly constructed BMX park and rebuilding as a combination beginner/intermediate skills park. This will be free and is close to several schools in the area. Those schools include Castle Heights (1/8 mile) Carbon High (1/8 mile) Pinnacle Academy School (1/4 mile) Mont Harmon Middle School (3/4mile) and Creekview (2 miles) It is proposed to go hand in hand with our new MT bike trail that is being constructed for Carbon/Emery High School mt bike team. We have scaled down this project from a much larger, full blown bike park that had slope style runs and many other features due to the cost. While this is still our larger goal, we are targeting the first phase as the pump parks to begin to develop the skills necessary to ride the extensive network of user made single track trails in our area. These parks can be used with strider bikes right up to full mountain bikes and everything in between. There are no bike parks in all of southeast Utah that are close by. Park City (125 miles), Vernal (135 mile) and Salt Lake (155 miles) are the closest pump parks to us and it takes an average of two and a half hours to get to them. With Grand and Emery County developing more trails every year as well, we are targeting a way to add a uniqueness to the mix for the beginner to have fun and learn skills without the frustration that can come while trying to keep up with better riders on the trails.

3. **GENERAL PURPOSE OF CONTRACT:** To provide funding for the purpose of facilitating a outdoor recreation infrastructure compliant with all the purposes listing in Utah Code 63N-9-201 et. seq.
4. **PROCUREMENT:** This contract is entered into as the result of the Governor's Office of Economic Development Board approving a Utah Outdoor Recreation as created in 63N-9-201 et. seq. and the Governor's Office of Economic Development to provide funding to support the Price CityDino-Mine Pump Park, further described in Attachment B subsection D ("Project").
5. **CONTRACT PERIOD:** This contract is effective May 13, 2019. and will terminate on May 13, 2021., unless extended by mutual agreement of both parties.
6. **CONTRACT:** CONTRACTOR will be paid a maximum of \$ 15,000 to be distributed during the contract period on 50/50 matching basis in reimbursement form. Price City will subsequently provide invoices to the Governor's Office of Economic Development for back-up documentation in showing how the grant was spent and that all other sponsors have contributed their funding first. A minimum of 25% of the total project costs must be a cash match from the applicant and/or partners with the remaining 25% match also being cash or other eligible expenses in the form of an in-kind match. All matching resources must be eligible costs. Participant shall only be compensated for costs accepted and deemed eligible by the Office of Outdoor Recreation in accordance with terms outlined in the Contractor's Utah Outdoor Recreation Grant Application and 2019 UORG Program Guide.
7. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Standard Terms & Conditions
Attachment B - Special Provisions & Project Description
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**
All other governmental laws, regulations, or actions of the State of Utah applicable to services provided herein.
9. **POST PERFORMANCE AUDIT:**
AUDIT INFORMATION: GOED compliance team, 60 East South Temple, Third Floor, Salt Lake City, Utah 84111 (801) 538-8868, is the STATE staff person responsible for the contract audit.

GRANT AGREEMENT, CONTINUED

BY SIGNING THIS AGREEMENT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE CONDITIONS OF THIS AGREEMENT.

THE STATE OF UTAH

Price City

By: _____

By: _____

Name: _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____

Governor’s Office of Economic Development

Contract Number: 190631192

UTAH DIVISION OF FINANCE

By: _____

Name: _____

Title: _____

Date: _____

Utah Division of Finance
350 North State Street
Salt Lake City, UT 84114

ATTACHMENT A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

1. “**Contract**” means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 2. “**Grant Money**” means money derived from State fees or tax revenues that are owned, held, or administered by the State.
 3. “**Grantee**” means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 4. “**Non-Public Information**” means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 5. “**State**” means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
 6. “**SubGrantees**” means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee’s performance of the Contract terms and milestones, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of

Utah agency effectuating this Contract.

6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.

13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

ATTACHMENT B
SPECIAL PROVISIONS & PROJECT DESCRIPTION

A. General Provisions

1. The OFFICE shall reimburse the CONTRACTOR up to a total of \$ 15,000 from funds made available through the grant application approval process upon receipt of satisfactory documentation of total project expenditures and certification that the project has been completed as proposed in the project application, which application is incorporated by reference in this agreement. The project shall commence within one hundred eighty (180) calendar days from May 13, 2019 and be completed on or before May 13, 2021.
2. The CONTRACTOR shall comply with all applicable Federal and State Statutes and regulations and will be responsible for obtaining any necessary permits and approvals prior to commencement of the project
3. The CONTRACTOR, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.
4. The CONTRACTOR agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the CONTRACTOR.
5. The CONTRACTOR shall only be compensated for costs accepted and deemed eligible by the OFFICE in accordance with the terms written and contained within the Utah Outdoor Recreation Grant Application that Contractor submitted to the OFFICE.
6. Statement of Responsibility; The CONTRACTOR shall maintain or ensure appropriate maintenance as determined by the OFFICE of all facilities and property covered by this agreement in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible and safe for public use. Structures, trail and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The OFFICE makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the CONTRACTOR.
7. The CONTRACTOR shall provide suitable permanent public acknowledgment of State participation (Utah Outdoor Recreation grant) at the completed project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement of the parties.
8. The CONTRACTOR shall provide evidence that the infrastructure project has county, city or tribal approval and endorsement. An agreement must be signed with the party who will maintain the recreational infrastructure for at least the next 10 years. Evidence supplied in Contractor's application may fulfill this requirement. The OFFICE reserves the right to request updated documentation and proof on continued support and maintenance agreements at any time. The Contractor shall give the OFFICE reasonable notice of any

change in the agreement or endorsement status. Loss of endorsement or maintenance agreement may constitute an event of default and result in a recapture of the grant funds.

9. **Public Lands:** If the project is located on public lands, Contractor must have approval from the appropriate public entity. If project is on federal lands, the Contractor shall request approval from the agency that will follow the National Environmental Policy Act (NEPA) process. Loss of approval from or any violation of federal regulations shall constitute an event of default and result in the recapture of the grant funds. Contractor shall give the OFFICE reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the OFFICE.

10. **Property Ownership:** All property on which Utah Outdoor Recreation Grant infrastructure funded projects are located must be owned by or under the control of the Contractor (e.g. local government or conservancy.) If the project crosses private property, as in the case of a trail, an agreement must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant agreements shall be provided to the OFFICE before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.

11. **Economic Development or the designated Local Tourism Office Endorsement:** The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in Contractor's Application. If the status of the endorsement changes the Contractor may provide reasonable notice in writing of such change to the OFFICE. The OFFICE reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the OFFICE that the project has no or little economic impact.

12. **Sensitive Wildlife Areas:** Contractor must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. Contractor is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.

13. **Public Access:** Contractor agrees to make the project accessible to the general public including appropriate ADA requirements. No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Contractor or others in granting access to the project shall be disclosed to the OFFICE in writing. The OFFICE reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Contractor shall have 30 days to change the fee to be reasonable or this will constitute an event of default and the OFFICE may recapture the grant funds.

14. **Utah Outdoor Recreation Grant Application:** All other requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference.

B. Completion of Project

1. The CONTRACTOR, upon written notice to the OFFICE and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the CONTRACTOR makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.
2. The CONTRACTOR shall, at no cost to the OFFICE, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are incorporated by reference to this agreement. Failure to render satisfactory progress or to complete the Project may be cause for the suspension of all obligations of the OFFICE under this agreement and are deemed an event of default. In the event this agreement is terminated under the provisions of this paragraph and in the event the Project has not been brought up to a useful stage as determined by the OFFICE at the time of such termination, the CONTRACTOR shall reimburse to the OFFICE all payments, which have been received by the CONTRACTOR under this agreement.
3. Final funding will be contingent upon the inspection of the completed project by the director of the OFFICE or an appropriate designee from OFFICE staff.
4. The CONTRACTOR shall, at no cost to the OFFICE, provide a selection of high resolution photos or video that show the completed project used by people within 30 days of the public opening of the outdoor recreation Project.
5. The CONTRACTOR shall notify the OFFICE of the public opening date.
6. Upon the public opening of the Project, the CONTRACTOR shall make every effort to make the public aware of the Project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media or social media outlets to appropriately promote the public use of the Project.
7. Failure by the CONTRACTOR to comply with the terms of this agreement, if not corrected within 30 days after written notice from the OFFICE, shall be cause for suspension of all obligations of the OFFICE hereunder and may result in a declaration by the OFFICE that the CONTRACTOR is ineligible for participation in any current or future OFFICE sponsored grant programs.

C. FINANCIAL RECORDS

1. The CONTRACTOR shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.
2. In order to receive final reimbursement, the CONTRACTOR shall provide to the OFFICE a fiscal report within 60 days after completion of the project, or within 60 days of the contract expiration date on forms to be provided by the OFFICE. Said report shall include an accounting of project expenditures and assurances that all monies paid to the CONTRACTOR by the OFFICE under this agreement were used for the planning, construction, or improvement as described in subsection D below "Project Description." Said report shall also include a summary list of all personnel, supplies, materials, and construction costs, including all invoices showing expenditures paid, associated with this project in a manner prescribed by the OFFICE. Furthermore, as the CONTRACTOR may use an in-Kind match, they must keep records of all in-kind contributions for the project, including the donation of labor and supplies in the manner designated by the OFFICE.
3. The OFFICE, upon reasonable notice, shall have access to and the right to examine such books, documents, papers or records as the OFFICE may reasonably require.
4. The CONTRACTOR agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the OFFICE.

5. FURTHER, the CONTRACTOR shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants and other obligations of this agreement. It is understood and agreed that the CONTRACTOR shall have the basic responsibility for all phases and aspects of the project and that all phases of the project are subject to review and acceptance by the OFFICE.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE PRICE CITY MODERATE INCOME HOUSING PLAN

WHEREAS, Price City recognizes a community need for a current and viable Price City Moderate Income Housing Plan; and,

WHEREAS, minor population growth or retractions within Price City will necessitate the development and adoption of a Moderate Income housing plan; and,

WHEREAS, the State of Utah requires that municipal Moderate Income Housing Plans be updated and reviewed as indicated in Section 10-9a-408, Utah Code Annotated, 1953 as amended; and,

WHEREAS, Price City, through the Price City Economic Development and Urban Renewal Agency, may receive funding that may be utilized to address income targeted housing needs; and,

WHEREAS, Price City has prepared the Price City Moderate Income Housing Plan in accordance with Section 10-9a-408, Utah Code Annotated, 1953 as amended and further updated specifically in 2019 to comply with 2019 SB 34;

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

Section 1. That Price City hereby adopts the Price Municipal Corporation Community Moderate Income Housing Plan 2019 (the “2019 Plan”), which is attached herewith and by this reference is made a part hereof.

Section 2. That it is in the best interest of all of the citizens of Price City to plan for and address income targeted housing issues.

Section 3. That Price City will utilize the 2019 Plan to address income targeted housing issues that exist in the Price City community.

Section 4. That Price City elected officials and professional staff will are hereby directed to facilitate the achievement of the goals contained and identified in the 2019 Plan.

Section 5. Severability. The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 6. Repealer. Provisions of any other resolutions or policies and procedures in conflict with this resolution are hereby repealed.

PASSED AND ADOPTED by the City Council of Price City, State of Utah, this _____ day of

_____, _____.

PRICE MUNICIPAL CORPORATION

By _____
Michael Kourianos, Mayor

ATTEST:

Sherrie Gordon, City Recorder

PRICE MUNICIPAL CORPORATION COMMUNITY AFFORDABLE HOUSING PLAN

INTRODUCTION:

Why does affordable housing need to be addressed in Price City?

The issue of the availability of affordable housing continues to be an important issue for Price City and even more so throughout the metropolitan population centers of the State of Utah. While the economy Statewide flourishes, many of the residents in Price City have been positioned to take advantage of comparable increases in wages that may effectively drive the housing market. This State level growth and stability in economic condition has had an increasing impact on the attraction of out-of-state residents to the State. As many of these new workers and families to the State find employment opportunities, many are without adequate earnings to be competitive in the aforementioned ascending housing market, home prices across the State have increased at a faster percentage rate than most other states across the nation. This phenomenon, coupled with continued average rental rate increases have effectively eliminated large numbers of people from adequate or necessary housing opportunities. These housing costs continue to increase and the market rate ascension and moderately price housing availability in the local and State-wide markets continue to be a limiting factor.

As a fundamental need in the community, Price City desires to address affordable housing to meet its fundamental mission: the health, safety and welfare of all residents. The purpose of this plan is to provide information and a planning framework to assist Price City elected officials and professional staff in efforts to improve any affordable housing deficiencies experienced within the community.

This plan is developed and adopted in accordance with Section 10-9a-408, Utah Code Annotated, 1953 as amended (UCA). Further, in compliance with 2019 SB 34, Price City intends that this plan shall address Price City's plan of residential and commercial development that will maintain and improve connections between housing, transportation, employment, education, recreation and commerce and assist to correlate the population projections for Price City, the employment projections for Price City and the proposed land uses in the Price City General Plan.¹

What is targeted income level housing?

The Federal Government through the United States Department of Housing and Urban Development (HUD) has established a baseline in the determination of affordable housing. This baseline sets the standard that for a family to live in a comfortable manner no more than thirty percent (30%) of annual family gross household income should be dedicated and utilized for housing and utility expenses. Additionally, families with household incomes that are eighty percent (80%) or less of the median income in the identified community (Price City and surrounding unincorporated Carbon County) are identified as those who may have difficulty finding adequate affordable housing that requires no more than thirty percent (30%) of the household monthly gross income.

The State of Utah, redefined moderate income housing as: "Housing occupied or reserved for occupancy by households with a gross household income equal to or less than eighty percent (80%) of the median gross income for households of the same size in the county in which the city is located". Additionally, affordable

¹ 2019 SB 34 Compliance update.

housing is defined as “Housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the applicable municipal or county statistical area for households of the same size”. The defined moderate income housing and affordable housing statements will be utilized for purposes of this analysis. Households falling below the eighty percent (80%) of median income are further divided into the three income categories identified below:

1. Households between fifty-one percent (51%) and eighty percent (80%) of median income;
2. Households between thirty-one percent (31%) and fifty percent (50%) of median income;
3. Households below thirty percent (30%) of the area median income.

Who is affected by moderate-income level housing needs?

Affordable housing in the Price City area is not the problem of any one person, agency or organization within or outside of the immediate community or municipal boundaries of Price City. Affordable housing is a broad community issue and the issues and circumstances associated with affordable housing cannot be restricted to only persons/families within the income levels and ranges detailed above. A critical observation is to, as fully as possible, understand that persons and families within the low and moderate-income categories are not necessarily problematic or disproportionally dependent upon public resources in the community. While commonplace, this attitude toward low and moderate-income families may indicate ignorance and lack of tolerance. There are numerous commonly known and reported reasons that a person or family may find itself below the median income thresholds that identify income targeted populations. Some of these reasons include: single parents with multiple young children, single parents with little or no financial child support, careers and employment which typically do not provide large enough incomes – quite common in Price -, newly wed couples, physical or mental disabilities and hardships, illnesses language barriers, housing and rental costs increasing at a faster rate than salaries and incomes, as well as underemployment and unemployment.

How do these needs and issues relate to Price City?

This affordable housing plan for Price City is intended to be complimentary to and included as a component of the Price City General Plan and its intrinsic additional supporting documents. This plan is further intended to guide and direct Price City housing policy and interaction with the area housing authority, the Housing Authority of Carbon County, as well as the income targeted housing programs operated by the Southeastern Utah Association of Local Governments (SEUALG). This plan should also be updated and revised regularly and/or as affordable housing needs in the City change or are further identified.

This affordable housing plan for Price City is intended to be used as a guide as well as an action plan. It is designed to assist decision making by Price City elected officials and professional staff and improve affordability of housing for those households in the low to moderate income ranges. As an action plan, goals – long and short term – will be identified. One of the primary long-term goals is to provide a basis for improved and increased dialogue among all groups and entities as well as persons affected by the breadth of the affordable housing issue. This includes all local government, planners, lenders and financial institutions, public and not-for-profit organizations oriented toward affordable housing issues, and essentially all residents of Price. In terms of short-term oriented goals, a consideration of the steps that can be taken to increase income targeted housing affordability and availability in Price City will be formally addressed.

INVENTORY AND ANALYSIS

It is established that the determination of affordable housing is based upon the fact that affordability and availability continue to be a function of the population and income characteristics of the area, and specifically

the local economy and municipality. The following information outlines the demographics, employment and income statistics for Price City.

Population and demographics:

According to the U.S. Census Bureau and the Utah Department of Workforce Services, as of the 2010 Census and population projections since then Price City has an estimated current (23,017) population of 8,715². This is a decrease in population of approximately 300 persons since the 2010 census. Price City continues the trend of flat population growth over the past several years. The Price City growth rate is considerably less than that of other areas of the State and the State as a whole inasmuch as it has been negative. The number of residents requiring income-targeted housing is estimated by local planning organizations to have increased over time, although the Price City and Carbon County population overall has remained relatively stable or declined.

The most recent population estimates indicate that eighty-one point seven (81.7%) of the Price City population is white³, slightly decreasing over 2013 estimates (approximately 2.3%). The largest minority group is persons of Hispanic or Latino origin. Other groups present in Price City include:

- Black or African American .6%
- American Indian or Alaskan Native 1.4%
- Hispanic or Latino 12.4%
- Asian .7%
- Other 2.0%

Price City presently makes up approximately forty point one-three 40.13%)⁴ of the overall Carbon County population and has traditionally averaged approximately fifty percent (50%) of the Carbon County population throughout its history. While this percentage is down slightly it does indicate no relative or substantive change over previous analysis. This Price City population, additionally, is twenty-six point two-nine percent (26.29%) of the Carbon/Emery County trade area population. It is also estimated that the Price City daytime population, as compared to the permanent population, increases dramatically to between sixteen-thousand (16,000) and seventeen-thousand (17,000) persons due to the economic, commercial, financial and educational base Price City provides to the area.

Average household size:

Price City's average household size is two point five-three (2.53) persons per household and an average family size of three point one-one (3.11)⁵. This is in comparison to three point one-zero (3.10) person per household, three point five-six (3.56) persons per family on a State-wide basis and two point five-eight (2.58) persons per household, three point one-four (3.14) persons per family on a national basis. Price City and Carbon County continue to trend below State averages on number of persons per household, however the local household size is comparable with the national averages.

Employment trends:

Historically the economies of Price City and Carbon County have been based on natural resource extraction, specifically coal mining, coal bed methane production and the various related processing and support

² www.census.gov and Utah Department of Workforce Services County Profile at jobs.utah.gov and factfinder.gov

³ State of Utah Department of Workforce Services, www.jobs.utah.gov. Suburban stats.com

⁴ Carbon County = 19,841; Price City = 8,039; 8,039/19,841 = 41%, 8,039/19,841 Carbon + 10,610 Emery = 26.40% State of Utah Department of Workforce Services; www.jobs.utah.gov. Suburban stats.com

⁵ US Census Bureau Factfinder, www.factfinder.census.gov

businesses/industries, including electric power generation. Presently the governmental services industry comprises the majority of employment in Price City and Carbon County. This industry employs 2,416 out of 12,954 people in the labor force or eighteen point six-five percent (18.65%) of the population.⁶ Based on recently published information, 1,154, an increase of forty-eight (48) persons, of Price City are considered residing in low to moderate income households. This comprises approximately thirteen point two-four percent (13.24%)⁷ of the Price City population. Additionally, eleven point four (11.4%) are considered to be at or below the poverty level in Price City. While the number of persons in low or moderate income housing and living in poverty remains constant in the community, the threshold for calculation has decreased, indicating the average household income has decreased in the area over time. This may cause this data to appear lower than actual.

Cost of living:

The ongoing cost of living remains a major concern to Price City citizens. While not at the rates and levels experienced in the metropolitan areas of the State, housing and occupancy costs in Price City continue to increase at rates in excess of the rate of increase in wages. Additionally, new jobs created tend to be in services based professions, rather than the traditional industrial bases, creating an economic climate wherein more people are earning less money. The Price City consumer price index (March 2018), as estimated by the US Department of Labor Bureau of Labor Statistics has trended toward the national rate of 260.994⁸ This data suggests that housing costs are higher than the employment nature of the local economy can support. An elevated cost of living is an additional challenge to persons seeking affordable housing locally. Additionally, the CIP has increased ten point eight percent (10.8%) in the last six (6) years.

Existing housing stock:

Estimates of the existing housing stock located in Price City, based on U.S. Census figures and building permits issued indicated the following. Income targeted housing availability is estimated at thirty percent (30%) of income dedicated to housing needs as previously indicated.

Housing Type	Census Units Available	Total Units Available	Estimated Income Targeted Availability⁹
Single Family Detached	2,384	2,387	80% - 620 Units 50% - 322 Units 30% - 184 Units
Single Family Attached	28	28	80% - 38 Units 50% - 20 Units 30% - 11 Units
2 Family Buildings	145	145	80% - 44 Units 50% - 23 Units 30% - 13 Units
3 and 4 Family Buildings	252	252	80% - 10 Units 50% - 5 Units 30% - 3 Units
5 and More Family Buildings	246	246	80% - 9 Units 50% - 5 Units 30% - 3 Units
Mobile Homes	156	156	80% - 36 Units 50% - 19 Units

⁶ These figures are based on Carbon County and not Price City individually as this is the method the data is collected, analyzed and reported. Local planners estimate similar percentages of governmental employment within Price City itself. Source is the State of Utah Department of Workforce Services, www.jobs.utah.gov

⁷ US Census Bureau Factfinder, www.factfinder.census.gov and State of Utah Department of Workforce Services, www.jobs.utah.gov (poverty tables).

⁸ Source: www.stats.bls.gov

⁹ Estimates completed by local building departments and planning and zoning offices. Information also obtained from the Carbon-Emery Board of Realtors. Data remained unchanged.

			30% - 11 Units
Other	24	24	80% - 13 Units 50% - 7 Units 30% - 4 Units

Income:

The median family income for Price City is \$47,140 per family, down \$1,743 in 6 years, or \$15,158 per person. When compared with median income levels for Price City from 1990, 2000, 2010, no measurable or functional increase in absolute earnings relative to the State of Utah or the Nation is realized, local income has actually decreased at an increasing rate over time relative to the comparables. This again shows that housing costs may be increasing at a pace faster than personal or family incomes within Price City, and at a relative rate potentially greater than the state and the nation when wage and availability are factored into the analysis.

Again, households with low and moderate incomes are generally categorized into one of three categories:

1. 80% of area median income
2. 50% of area median income
3. 30% of area median income

Each identified income group classification has differing and varying levels of need as dictated by income level. It is standard practice nationally, state-wide, regionally as well as locally to accept that no more than thirty percent (30%) of household income should be spent on housing and utility costs. In the event more than thirty percent (30%) of a household's income is required by housing and related costs, the household often does not have adequate financial means for other necessary expenses such as transportation, food and health care.

Eighty percent (80%) of Price City household median income is \$39,106 for a family of 3.11 people. This estimate is made consistent with the average family size for Price City. Thirty percent of this income, as is the recommended housing level, is still approximately \$978 per month. Households in this range are considered moderate income at best. The analysis for housing applies to both rental amounts and mortgage payments.

Fifty percent (50%) of Price City median income is \$23,570 for a family of 3.11 people. Households in this category are considered low income. Thirty percent of this income level for housing needs is approximately \$589 per month.

The thirty percent (30%) and below income level is considered very low income and ranges between \$14,142 and zero earnings in annual income for a family of 3.11 people. Households in this scenario are only able to provide a maximum of approximately \$353 per month for housing needs.

Overall, the above shown decrease in available monthly housing dollars of approximately four percent (4%) has been realized over prior six (6) years. This increase in relative housing cost is in addition to a commensurate increase in prior years as well. This coupled with consistent or increasing rent amounts per month have the effect to potentially increase the need and decrease the supply of affordable housing in Price City in an exponential pattern that may erode future income targeted housing within Price City.

Number of households by income in Price City is listed in the following table.¹⁰

¹⁰ www.factfinder.census.gov Data gathered from reports provided by the Utah State Tax Commission relative to income-tax returns prepared and filed. Variations in total household numbers relative to part-time residents and residents technically located outside of the incorporated municipal boundary and referenced to Price City by zip code. www.tax.utah.gov

Adjusted Annual Gross Income	Number of Households (Price City)
Less Than \$10,000	366
\$10,000 to \$14,999	218
\$15,000 to \$24,999	424
\$25,000 to \$34,999	378
\$35,000 to \$49,999	427
\$50,000 to \$74,999	484
\$75,000 to \$99,999	322
\$100,000 to \$149,999	294
\$150,000 to \$199,999	27
\$200,000 And Above	10

ESTIMATE OF AFFORDABLE HOUSING NEEDS FOR PRICE CITY

The information and comments presented above serve as an introduction to the general economic condition encountered by the residents of Price City as that condition relates to housing. Datum such as unemployment rates and income levels provide this generalization. Price City continues to represent approximately forty-one percent (41%) of the Carbon County population, and at many times to well over fifty percent (50%). As the largest City in Carbon County, it is understood, accepted and anticipated that the majority of income targeted housing units will be and should be found directly within in and adjacent to the municipal boundaries of Price City. This provides the greatest opportunity for access to businesses, education and health care providers as well as public services and governmental agency support.

Analyses on the housing data demonstrates that Price City contains the largest supply of multiple family housing in the Carbon County and the percentage of multiple housing units located in Price City has the potential to increase prior to increases in other local jurisdictions. Also present in the analysis is the trend that while Price City has increased its number of multi-family dwelling units by a small percent over the time period, other communities and unincorporated areas within Carbon County experienced no increase or a decrease in multiple family housing units.

To further understand the affordable housing situation in Price City an analysis of rental units was conducted. Factors in this consideration included the determination if the rental is an affordable rental or a higher-rent scenario. This analysis indicates that Price City provides (although not necessarily by the Price Municipal Corporation) affordable housing in excess of the Price City population percentage. This analysis further indicates the possibility that while the area (both Price City and Carbon County overall) is in need of additional affordable housing, that Price City in an of itself as a geographic location/municipal jurisdiction compensates for lack of affordable housing elsewhere in Carbon County and does not have a significant deficit in the supply of affordable housing.

	Carbon County Total	Price City
Renter Occupied ¹¹ Housing Units	2,862	722
Percent of County Renter-Occupied Housing Units	2,862/7,825 = 36.6%	722/1,852= 39%

While Price City is cognizant of and recognizes its role as the predominant geographical location of affordable housing as the largest municipality in Carbon County, it is the desire of Price City, through the various

¹¹ Data compiled from the Southeastern Utah Association of Local Governments Consolidated Housing Plan, www.seualg.dst.ut.us

community planning processes, to encourage other municipalities in the County to increase their individual and respective availability of affordable housing. Price City's leadership in the acceptance of housing opportunities should be used as a method to encourage other communities to share and participate in meeting affordable housing needs. Price City carries the majority of the affordable housing load for Carbon County and as Price City grows and is required to meet the needs of more diverse housing needs and higher densities, the City may consider reserving utility capacity and/or zoning ordinances for those identified needs.

ADDITIONAL HOUSING RESOURCES

In conjunction with affordable housing needs there are several organizations in and around Price City that have the mission to increase and improve the local supply of affordable housing. The following list is used for illustrative purposes and is not meant to be limiting or exhaustive in nature.

Southeastern Utah Association of Local Governments

The Southeastern Utah Association of Local Governments (SEUALG) operates several housing programs for the residents of Carbon, Emery, Grand and San Juan Counties (southeastern Utah), including the residents of Price City in Carbon County. Home repair and rehabilitation is conducted as a subsidiary of the Federal HOME program. SEUALG regularly completes the environmental process for government funding and facilitates contractors and repairs. The weatherization program is an income based home energy efficiency and utility cost reduction grant program that helps to alleviate the costs of providing energy efficient home repairs. SEUALG also administers the Home Energy Assistance Target (HEAT) program that provides direct cash assistance to income qualifying households for utility bills. Many of the SEUALG programs are Community Development Block Grant (CDBG) and Housing and Urban Development (HUD) based.

Housing Authority of Carbon County

The Housing Authority of Carbon County (HACC) provides housing assistance to area qualified persons. Specific privately owned housing units exist in the Price City area that also qualify to be occupied for persons utilizing the HACC services. The HACC utilizes organizationally owned/operated multiple residential housing units as well as existing private single family dwellings in the area. The HACC is not directly affiliated with Carbon County government. The HACC is a HUD and CDBG based program.

Habitat for Humanity

Habitat for Humanity of Castle County operates an office within Price City. Habitat for Humanity is dedicated to the provision of housing for low and moderate income households through a participation process and program. This has proven to be a successful approach to overcoming of negative stereotypes many residents hold of their low and moderate income housing when living in that environment. Habitat for Humanity operates primarily on private community donations of time, money and labor for housing construction as well as donated construction materials.

Rural Development

Rural Development no longer operates a local office in Price City. This federal organization provides financial tools and lending to encourage home ownership in the area. The Price City area is serviced from an office in the Provo/Orem area, over 75 miles away from Price. This arrangement is considered to be a negative development and detrimental to local low and moderate-income housing in and around Price City.

Private Efforts and Programs

1. Helping Humanity of Carbon County. A private group that provides foundation support based on need for housing repair and rehabilitation to persons in need.

FUTURE NEEDS AND ALTERNATIVES

This section of this Price City Affordable Housing Plan will examine opportunities and barriers to affordable housing within Price City. This review will include a summation of Price City zoning as it applies to moderate income housing situations and a brief description of the local organizations that are dedicated to the overcoming affordable housing obstacles and the prevention of future obstacles.

General Development Policy of the Price City Council

It is the general opinion of the Price City Council that concentrations of high density multi-family residential units should be balanced with other housing types in neighborhoods in order to create a more attractive and positive living environment for all the residents of Price City regardless of demographic classification. It is not the intention of such a statement to preclude any real or potential opportunities for affordable housing, but rather to encourage active diversification of Price City neighborhoods. A mixture of low, moderate, and even high-income housing units is desired for Price City.

Zoning Districts and Regulation

Price City is presently zoned as follows.

Zone	Permitted Structures	Minimum Lot Size	Density
R1-12	Residential	12,000 ft	Low
R1-8	Residential	8,000 ft	Medium-Low
R1-6	Residential	6,000 ft	Medium-Low
R2-11	Residential	11,000 ft	Medium-High
R2-7	Residential	7,000 ft	Medium-High
R1-43	Residential	Acre	Low
C-1	Commercial	¾ Acre	Various-Generally High

Multi-family zones typically provide the easiest adaptation in the facilitation of affordable housing opportunities. This is based in part on higher permitted densities and reduced costs per resident in the area. Attached single family structures, such as duplexes intended for individual sale, and mobile home areas also promote affordable housing, again due in part to lower costs associated with higher density housing. Additionally, Price City permits higher densities through the use of planned unit developments (PUD's).

Price City does not regulate or have any specific prohibitions regarding rental units or the conversion of single family homes into rental property with tenants, provided zoning conditions are maintained. The only regulation in this regard is to density and the number of people permitted to live in one single dwelling unit. Generally, and for Price City purposes, a family may be defined as "any number of individuals living together related by blood, marriage or adoption within two degrees of consanguinity, or up to and including three unrelated individuals"¹². Given this definition, commonly only one family is permitted per residential dwelling unit. This issue may need further consideration as Price City grows and presumably Utah State University-Eastern grows and additional students begin to seek off campus living arrangements within Price City. Price City has amended its' Land Use Management and Development Code (Code) to better accommodate accessory dwelling units (ADU's) primarily to serve limited income student needs. Further, in 2018 Price City incorporated short-term rentals into the Code. While the general intent of short-term rentals is travel and tourism oriented, in some limited instances such options may address temporary affordable housing needs.

¹² Price Municipal Corporation Municipal Code.

Housing development proposals, income targeted or not, are treated in a manner similar and consistent with other development proposals in Price City. All development projects must obtain design review and approval from the Price City Planning Commission and Price City Council prior to commencement of construction and issuance of a building permit. Price City reserves the discretion to review the design of all projects and to request changes as consistent with the Price City General Planning process and expressions of concern for aesthetics of new development in Price City. This design review process initiates a careful consideration of all proposals and stimulates public involvement in the planning process and ensures that no discrimination enters the review either in favor of, or as a barrier to proposed affordable housing projects.

The mission of the planning and zoning review process is to ensure that all zoning requirements, such as landscaping, parking, set-backs and construction are in compliance with planning and the most current edition of the Code. Part of the process is to evaluate impacts a proposed development may have on intrinsic, adjacent and surrounding neighborhoods. Price City intends to mandate compliance with all landscaping code requirements to ensure that adequate open space and visual buffers are in place for larger residential structures. Without these stipulations, such as landscaping, ongoing and continued negative stereotypes surrounding income targeted housing may be inadvertently perpetuated and poor quality developments proposed or produced within the community.

At this time Price City does not directly assess any impact fees or exactions associated with development. Other providers of municipal type services may and do assess impact fees at the time of service installation. Price City levies utility connection fees and user deposits for connection to the municipal water, sewer and electrical systems. Developers are expected to bear the cost burden of municipal infrastructure installation associated with development projects. Price City may participate in limited connection and upgrade costs through cost sharing arrangement handled on an individual case-by-case basis. This cost-sharing is not income targeted, rather based on anticipated service revenues to be generated from the development and all developments are eligible. While Price City desires to facilitate all housing opportunities for all residents, the City as such, does not operate any special programs for income targeted housing or developments. Planned Unit Developments are permitted in Price City and are generally treated and permitted as subdivisions. Price City participates in residential energy efficiency programs, including facilitation of roof-top solar installations, that may reduce the cost of living to all residents, including income targeted populations and coordinates a community funded utility payment assistance program for emergency or special circumstances.

OPPORTUNITIES

Although Price City has not experienced the rate of growth consistent with levels elsewhere in the State, much of the land within the Price City municipal boundaries is already developed and many portions of undeveloped land are not zoned for residential growth. There are numerous inner-block parcels available throughout the City that remain undeveloped. Price City encourages and directs residential growth to these areas as utility and municipal services would not require major expansion for the development. Typically these lots are located in zoning districts requiring single family detached dwellings. Undeveloped lots in existing subdivisions also provide an income targeted housing opportunity as the land size and costs are expected to be lower than in newer subdivisions.

Price City does not regulate or restrict, beyond usual and customary conditional use permitting, the specific type of home allowed in the various residential zoning districts. Regulations are developed through the Price City building department regarding snow loads and foundations that ensure safety, but restrictions on the types of materials used are not present. Older mobile homes and trailers without HUD certification cannot be located within Price City, however, under the auspices of a Conditional Use Permit (CUP) and compliance with Code regulations, 'mini-homes' may be developed and utilized within Price City.

Accessory Dwelling Units

Accessory dwelling units (ADU's) are generally intended to address an affordable rental market for students, single individuals, young families, and residents of owner-occupied homes who supplement their income with rental income from the units. ADU's can provide a two-fold opportunity: (1) increases the limited supply of small apartments that are affordable, and; (2) provides a means for those of low or moderate income to stay in their homes through the provision of additional income.

Requirements for accessory dwelling units to be issued a conditional use permit are detailed within the Price City Land Use Management and Development Code¹³ and summarized below:

1. Used to house elderly parents, disabled relatives.
2. Used to accommodate such housing in single family residential neighborhoods.
3. Used to prevent proliferation of multiple family rental dwellings and absentee ownership.
4. Must be located on an existing lot with a main building.
5. Only 1 ADU per legal lot or parcel.
6. Must provide parking spaces to accommodate the ADU.
7. Must maintain separate utility metering and services.
8. ADU must not be larger in size than the main building.
9. All ADU's must comply with construction and housing codes.
10. ADU's shall have independent entrances.
11. No absentee owners allowed, ADU owner must live on property.
12. Home Occupied Businesses are not allowed in ADU's.

INCENTIVES

At this time Price City does not offer any specific incentives or incentive programs applicable to the development of income targeted housing. Price City may make funds available to income targeted housing through its' Community Development and Urban Renewal Agency and the funding provisions and/or restrictions contained therein dependent upon funding availability. Although the following list is not enacted it is proposed by the Price City Affordable Housing Plan.

Performance Zoning

Performance Zoning is defined as the process of zoning an area for facilitation of activity rather than actual land use and typically involving multiple traditional land-use functions. The idea of performance based zoning may encourage inner-block and existing lot developments in Price City's residential areas. Price City contains several occurrences of areas where performance zoning in the permitted densities and aesthetic characteristics of a proposed project may be sensible. A primary concern is that this type of development does not undermine the existing uses of the area, existing neighborhood or property values contained therein. Performance zoning may be an incentive for attractive complimentary design enabling developers to increase permitted densities promoting affordable housing. These benefits may include:

- Increased density and cost efficiencies for developers;
- Homebuyer economies of scale due to lower costs of development achieved;
- Inner-block developments that compliment the character of the existing neighborhood;
- Increased use of existing space limiting the need for expansion of the municipal borders and limiting sprawl.

¹³ Price City Land Use Management and Development Code, Section(s) 10.3.1.4.1 and 10.17

BARRIERS

Price City, as in most cities across the Nation, views the reluctance of citizens to embrace affordable and income targeted housing as a barrier. While it is easy to understand the need for affordable housing, many citizens do not embrace the development of income targeted housing near existing property they own (residential or commercial) for fear of decrease in property values. This phenomenon is referred to as the Not In My Back Yard (NIMBY) attitude. This pressure and public clamor may, in many cases, persuade elected officials to discourage income targeted housing projects.

Since Price City does not have an ordinance regulating the placement of rental units, owner-occupied and rental units are adjacent to one another throughout Price City. This situation may show an apathetic attitude on the part of property owners that think renters living on the same street or in the same neighborhood will decrease property values and that renters do not take the same pride in homes and yards as actual property owners. This may result in additional negative attitudes from the community in regard to development project categorized as "affordable", "low or moderate income", or "income targeted". Conversely, this situation may be viewed in a more positive light from Price City as an encouragement to in-fill affordable housing.

Other considerations include an analysis regarding the minimum lot size for single-family residential zoning. Current minimum size for single-family residential districts is 6,000 square feet. Price City has received input from the community (realtors, contractors, developers, governmental organizations) that this minimum lot size meets the needs of the community overall. An additional administrative recommendation may be to allow higher densities based on project design, affordability and aesthetics. This may bridge the gap between Price City residents wanting larger lot sizes in residential areas and those residents seeking affordable housing alternatives.

ADDITIONAL ISSUES

An evaluation of the effect of existing land uses and zones within Price City and their effect on opportunities for moderate income housing, Price City has determined that current land use and zoning do not impede low or moderate income targeted housing within the community. While some adjustments to current zoning and land use may enhance the opportunity for low and moderate income housing in the community, nothing is preventing improvements to income targeted housing development and redevelopment.

Price City encourages, through the Price City Community Development Department and its elected officials, development and redevelopment of properties that can be made available to low and moderate income persons. An example of this action may be the recommendation of the inclusion of multi-family attached dwellings within new developments that are proposed, zoning consistent, to Price City.

GOALS, OBJECTIVES AND POLICIES

This Price City Affordable Housing Plan is intended to be an action oriented plan. The issues, data and situations described above form the foundation for the goals and policies outlined below. It is thought that to increase the availability of affordable housing all local resources must be utilized, including private, not-for-profit and public (State, Federal and Local).

As Price City increases its' rate of growth and becomes a more dominant factor in the local and regional economies the requirements of the population and their respective housing needs may change. It is essential that this Affordable Housing Plan be updated from time to time to meet the needs of the people and as new programs and ideas become apparent. It is the intent of Price City to review and update this Affordable Housing Plan as situations and circumstances dictate.

**Price City Affordable Housing Plan
Mission Statement**

“To provide an adequate supply of quality, well designed and aesthetically pleasing affordable housing to meet the needs of the Price City population over the next five to ten years.”

Goal #1: Facilitate moderate and low-income home ownership opportunities as needed.

TIME FRAME: ON-GOING

- Policy: Coordinate and participate, when and where determined appropriate, assistance programs for low-income homebuyers and renters.
 - o Objective: Encourage down payment programs that assist low-income homebuyers.
 - o Objective: Develop and expand relationships with local financial institutions that may provide low interest loans for low-income first-time homebuyers.
 - o Objective: Encourage additional student housing options, on and off campus.
- Policy: Support low-income homeowners in efforts to rehabilitate their homes
 - o Objective: Utilize redevelopment funding if and when available and where appropriate to encourage investment and renovation of housing options serving income targeted populations.
 - o Objective: Support the Southeastern Utah Association of Local Governments (SEUALG) programs and the State of Utah programs for rehabilitation of homes.
- Policy: Consider transportation access (public and/or private) in land use planning and income targeted housing using three (3) or more of the below considerations.¹
 - o Objective: Consider one or more of the following strategies:
 - Rezone for densities necessary to ensure the production of moderate income housing.
 - Facilitate rehabilitation or expansion of infrastructure that encourages the construction of moderate income housing.
 - Facilitate the rehabilitation of existing uninhabitable housing stock into moderate income housing.
 - Consider subsidies to waive construction related fees imposed by Price City.
 - Create or allow for, and reduce regulations related to, accessory dwelling units in residential zones.
 - Allow for higher density or moderate income residential development in commercial and mixed-use zones, commercial centers, or employment centers.

¹ 2019 SB 34 Compliance.

- Encourage higher density or moderate income residential development near transit investment corridors.
- Eliminate or reduce parking requirements for residential development where vehicle use is unlikely.
- Allow single room occupancy developments.
- Implement zoning incentives for low to moderate income units.
- Utilize strategies that preserve subsidized low to moderate income units on a long term basis.
- Preserve existing moderate income housing.
- Reduce impact fees related to low and moderate income housing.
- Participate in a community land trust program for low or moderate income housing.
- Implement mortgage assistance program for employees of Price City.
- Apply or partner to provide federal funds or tax incentives to promote the construction of moderate income housing, apply or partner to provide programs offered by the Utah Housing Corporation, Workforce Services, SEUALG, other housing services provider.
- Utilize moderate income housing set aside from respective entity/agency.

Goal #2: Evaluate potential income targeted housing needs as individual developments are proposed to Price City.

TIME FRAME: ON-GOING

- Policy: Evaluate the need for income targeted housing when new developments are proposed to Price City.
 - o Objective: Review and amend, as necessary, the Price City Land Use Development Code to accommodate affordable development projects as needed.
 - o Utilize the Price City Affordable Housing plan and included/referenced reports to assist in the determination of the need of income targeted housing as needed.
 - o Objective: Utilize redevelopment funds if and when available and where appropriate to increase housing supply.
 - o Objective: Encourage additional student housing options, on and off campus.
 - o Objective: Utilize and promote, where appropriate, accessory dwelling units.

Goal #3: Regularly review and revise the Price City Affordable Housing Plan.

TIME FRAME: ANNUAL REVIEW AND UPDATES BETWEEN 2 AND 5 YEAR CYCLES.

- Policy: Commit to regular review of the Plan for substance, relevance and reasonableness.
 - o Objective: Utilize internal and external resources to provide constructive input on the Price City Affordable Housing Plan, the planning process and the results obtained.
 - o Objective: Review and revise the Price City Affordable Housing Plan, minimally, on a biennial basis or as needed/required.

Goal #4: Facilitate increased opportunities for residents in need of affordable housing.

TIME FRAME: ON-GOING

- Policy: Determine if there is a need for a homeless shelter in the area.
 - o Objective: Assign an elected official from the area to liaison with the Utah State Homeless Coordination Committee.
 - o Objective: Facilitate the participation of Price City officials in regional and state-wide income-targeted housing programs.
 - o Objective: Support private, public and quasi-public existing and future development projects that improve availability, quantity and access to affordable housing options within Price City.
 - o Objective: Utilize redevelopment funds if and when available and where appropriate to increase the local affordable housing supply.
 - o Objective: Facilitate partnerships, as necessary or appropriate, with developers and funding/lending organizations, both public (such as the Olene Walker Housing Trust Fund and Community Development Block Grant) and private, to effectuate income targeted housing opportunities within Price City.

Goal # 5: Correlate the transportation plan with population and employment projections and the proposed land use element

TIME FRAME: ON-GOING

- Policy: Consider transportation element of general plan and transportation master plan when developing areas for moderate income housing
 - o Objective: Consider UDOT's long range transportation plan when developing areas for moderate income housing
 - o Objective: Consider and revise the land use element of the general plan and the land use code to improve opportunities for moderate income housing.

Minutes of the Price City Council Workshop
City Hall, Room 106
May 8, 2019 – 4:00 p.m.

Present:

Mayor Kourianos

Councilmembers:

Amy Knott-Jespersen

Rick Davis

Layne Miller

Boyd Marsing

Present: Sherrie Gordon, Nick Tatton, Miles Nelson, Russell Seeley, Paul Bedont, Bret Cammans, and Alex Bonaquisto

Excused: Councilmember Willis

Items discussed:

1. Safety Seconds
2. City’s Adopt A Street
3. Health & Wellness Committee Cornhole Tournament
4. Employee parking at Price City Hall
5. 2019 Municipal Election Update
6. Main Street pedestrian lanes – repaint lines with color/pictures
7. Bike lanes
8. Bike park
9. The Gallery – on the 2nd Floor
10. Councilmember reports:
 - Councilmember Davis
 - Councilmember Knott-Jespersen
 - Councilmember Marsing
 - Councilmember Miller
11. Committee reports:
 - Culture Connection – Councilmember Miller
 - Emergency Planning – Councilmember Davis
 - International Days – Councilmember Knot-Jespersen & Councilmember Marsing
 - Price City Library – Councilmember Miller

Adjourned: 5:25 P.M.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

“DRAFT”

Minutes of the Price City Council Meeting
City Hall
Price, Utah
May 8, 2019 at 5:30 p.m.

Present:

Mayor Kourianos

Councilmembers:

Boyd Marsing

Rick Davis

Amy Knott-Jespersen

Layne Miller

Brandon Sicilia, Price City Police

Nick Tatton, Community-Human Resources Director

Sherrie Gordon, City Recorder

Lisa Richens, Finance Director

Miles Nelson, Public Works Director

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m. Pastor Shawn Clapp with Grace Baptist Church of Castle Country offered a word to open the meeting.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance. Councilmember Willis was excused.
4. SAFETY SECONDS – Councilmember Marsing reminded everyone to stretch every day. It is important to keep fit to perform activities safely.
5. PUBLIC COMMENT – No public comment was received on any item.
6. TAP AWARD - Presentation of the Technical Assistance Program (TAP) safety award to Price City by Doug Folsom from the Utah Local Government Trust.

Doug Folsom, Loss Prevention Consultant with Utah Local Government Trust, addressed the Mayor and Council. He presented the 2018 TAP Award recognizing Price City safety programs and safety record of Price City. This is the fifth year Price City has received this award.

The Trust Accountability Program provides recognition to Trust members that implement loss prevention best practices. The TAP award will be presented to ANY member who implements and maintains the policies and best practices. Additionally, Trust members completing TAP who carry General Liability, Property and Worker's Compensation lines of insurance with the Trust will receive a cash award equal to 5% of the member's liability premium. Also, any member completing TAP will receive a 1.5% discount on Worker's Compensation premium for each consecutive year of TAP completion, up to 4.5% maximum. TAP will be awarded upon application approval and verification of continued member status after calendar year end.

7. NATIONAL BARREL HORSE ASSOCIATION - Request for sponsorship.

Kathy D'Ambrosio and Kathy Price representing the National Barrel Horse Association (NBHA) stated that the NBHA is a nonprofit organization which covers all of Utah. The local district covers Carbon, Emery and Grand counties. They requested sponsorship to help with the awards for the barrel racing events throughout the year. The Council discussed the budget for community donations.

MOTION: Councilmember Davis moved to approve a \$250 sponsorship. Motion seconded by Councilmember Miller and carried.

8. PROCLAMATION-PUBLIC WORKS WEEK 2019 - Consideration and possible approval for the Mayor to proclaim the week of May 19th to May 25th as "Price City Public Works Week 2019".

Mayor Kourianos read aloud the proclamation.

9. NICA MOUNTAIN BIKE TRACK PROJECT - Consideration and possible approval of contract with SITLA for use of property in North Price for parking lot associated with NICA Mountain Bike race events.

Mark Jespersen addressed the Mayor and City Council as a representative of NICA. He reviewed the project and requested Price City approve the SITLA lease agreement. The lease agreement relates to permission from SITLA to use their property adjacent to the event for parking as well as details the requirements and conditions for use of the property for which Price City will be responsible. An overview of the main requirements of the lease agreement are as follows:

- A fee of \$1,500 per year/event – Mr. Jespersen has a commitment from NICA (the state level sponsoring organization) that they will reimburse this fee. The City will need to pay the money and then the full amount will be refunded to Price City by NICA at the time of the event.
- The SITLA lease requires Price City to purchase a bond in the amount of \$10,000 to ensure that the property is not damaged.
- Price City accepts the responsibility to prevent “excessive dust, weeds, storm water run-off, and erosion”.

An October 5, 2019 event has been planned and approximately 1,200 high school students will be participating in addition to parents and coaches. It was noted that this is a 3-year lease commitment and that NICA has committed to 3-years of annual events.

Russell Seeley, Price City Engineer, reviewed the project. He is currently obtaining quotes from insurance companies for the required bond. The bond will cost approximately \$200 based on his research. The plan is to cut the weeds down but leave them in place to prevent dust and erosion. If necessary, a water truck may be used just prior to the event to prevent dust.

MOTION: Councilmember Knott-Jespersen acknowledged a conflict of interest indicating that Mark Jespersen is her spouse and abstained from the final vote. Councilmember Davis moved to approve the NICA Mountain Bike Event Project and purchase of the required bond. Motion seconded by Councilmember Marsing and carried.

10. 100 NORTH BRIDGE PROJECT - Consideration and possible approval of funds to partner with UDOT for fencing enhancements as part of UDOT bridge rehabilitation project. Anticipated cost to City for black coated fencing is \$54,000. Anticipated cost to City for standard galvanize is \$25,000.

Russell Seeley, Price City Engineer, reviewed the project and also a potential partnership with UDOT regarding this project. The Mayor and City Council discussed the project in great detail. After the discussion it was decided that Mr. Seeley will submit a proposal to UDOT regarding a partnership on the 100 North Bridge Project.

MOTION: Councilmember Miller moved to approve a financial partnership with UDOT for purchase and installation of black powder-coated chain link fence for the entirety of the bridge, pedestrian bridges and ramp areas on both sides up to \$79,000. Motion seconded by Councilmember Marsing and carried.

11. TENTATIVE BUDGET - Presentation of the Fiscal Year 2020 Tentative Budget to the City Council by Mayor Kourianos.

Mayor Kourianos presented the tentative budget for FY 2020 to the City Council with a printout for review. He stated that the budget was still in draft form and being revised. The final budget will be distributed for review prior to June 30, 2019. Lisa Richens, Finance Director, reviewed the tentative budget.

CONSENT AGENDA – Councilmember Knott-Jespersen moved to approve consent agenda Item 12 and Item 13. Motion seconded by Councilmember Miller and carried.

12. MINUTES

- a. April 24, 2019 City Council Meeting

13. TRAVEL REQUESTS: Consideration and possible approval of travel for:
Bret Cammans, Customer Service Director - UAMPS monthly members meeting, May 14-15, 2019, Salt Lake City, UT.
Cameron Sartori, Police Department - Taser Instructor Certification, May 27-29, 2019, Centerville, UT.
Nick Tatton, Community/HR Director - Utah League of Cities & Towns Annual Conference, September 11-13, 2019 Salt Lake City, UT.
Lisa Richens, Finance Director - UACPA State & Local Government Conference, May 17, 2019 Salt Lake City, UT.

14. UNFINISHED BUSINESS – No unfinished business discussed.
Mayor Kourianos called for a motion to close the regular City Council meeting.

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

The regular City Council meeting was adjourned at 6:38 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

*Distributed electronically via email by
NT on 5-11-19*

DATE: May 11, 2019

SUBJECT: Effective Career Ladder Promotion: Sherrie Gordon

Mayor Kourianos recommends that Sherrie Gordon be receive and effective career ladder increase not associated with a promotion. This is consistent with expanded responsibilities Sherrie has accepted and that have been included in a previously approved updated job description.

This increase is in accordance with guidelines established via the career ladder process. The promotion is supported by Mayor Kourianos and has been recommended by the personnel committee previously via the updated job description. The increase is planned into the budget for the FY 2019-2020. It is recommended that the increase become effective July 1, 2019 to coincide with the new fiscal year and corresponding budget.

The promotion will be on the consent agenda for the City Council Meeting scheduled for May 22, 2019. If you have any questions please contact Mayor Kourianos or myself.

Cc Mayor Kourianos
Lisa Richens
Dana Young



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.: 5428613C
PIN No.: 12939
Work Discipline: Construction Engineering Management

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 **Construction Engineering Management** services as further described in Attachment C.
3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end **December 31, 2020** and the Contract will terminate **December 31, 2021**, 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 **\$104,469.75** 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 May 16, 2019
Title: _____ Date
Printed Name: Principal

By: _____
Title: _____ Date
Printed Name: _____

David Dillman
UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: [Signature] May 16, 2019
Title: **Director of Preconstruction** Date

By: _____
Title: **Contract Administrator** Date

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. R907-66. *(Provision revised March 18, 2019.)*

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 be 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, 48 CFR Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), and in the DEPARTMENT Financial Screening Application. *(Provision revised March 18, 2019.)*

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 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 and 48 CFR Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), as modified by Utah State law, administrative rules, and regulations on contract provisions. *(Provision revised March 18, 2019.)*
- 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.qf?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/WAQTC 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:**

Provide Construction Engineering Management services to oversee construction contract during construction, and complete and process project through closure.

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 be completed by **December 31, 2020**. If additional time is required beyond the Scope of Work Completion Date, the CONSULTANT shall submit a "Contract Date Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.
 - (2) Contract Period: The contract will terminate **December 31, 2021**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.



UDOT Consultant Services Contract Approval Memo

Memo Printed on: May 15, 2019 12:52 PM



PM Approval Date: May 15, 2019

UDOT PM: Nancy Jerome

The Project Manager has reviewed and approved the contract/modification consultant documents: Executive Summary, Work Plan, 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 Construction Engineering Services
Mod No.:
SOW Completion Date: December 31, 2020
Contract/Mod Amount: \$104,469.75
Fee Type: COST PLUS FIXED FEE
Selection Method: POOL - GE / LG (DIRECT SELECT)
Period: 2016-2019 GE / LG
Phase: CONSTRUCTION ENGINEERING
Disciplines: CONSTRUCTION ENGINEERING MANAGEMENT

CONTACTS

Consultant	Local Government
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>

Wed, May 15, 2019 at 2:36 PM

To: Michael Butler <michaelbutler@utah.gov>

Cc: Nancy Jerome <njerome@utah.gov>, Dave Dillman <Dave@horrocks.com>

I'm ok with this and understand the limits.

Thabks

On Wed, May 15, 2019, 2:30 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 - Construction Engineering Services

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

This contract is for Construction Engineering Services for Price 1900 East Phase III Project. HORROCKS Engineers will provide Construction Engineering Services for Price City and the Utah Department of Transportation. The work will include but not limited to project administration, meetings, inspection, change orders, RFI's and documentation, document controls, material testing, pay requests, and close out.

HORROCKS will act as Price City and UDOT's consultant and will have administrative responsibility and authority to enforce the contract documents. The project will be staffed by engineers, technicians and administrative personnel during construction.

Unknowns

The Price 1900 East Phase III project has not advertised and the actual number of days bid by the contractor is unknown. In addition the work schedule, approach to the project and number of hours/day and number of days worked per week by the contractor is unknown.

Project Team

Horrocks Engineers is prime on this contract. There will be no Sub-Consultants on this contract.

Assumptions

Horrocks Engineer has made the assumption that the contractor will work 5 days per week 8 hours per day for (6 weeks x 5 days) = 30 working days. These number of days will be used to provide a cost estimate for CEM service. If the contractor's bid is longer, Horrocks may request a Contract Mod. The hours estimated are as follows:

Pre-construction:

RE/FE will work 16 hours Coordination meetings Review Plans and site visits

Preconstruction/partnering

1 inspector 6 hours to review plans, and attend preconstruction/partnering meeting

Office Manager will work 14 hours to prepare agenda's, attend meetings and set up project

Lab staff 4 hours to attend meetings

Construction:

RE will work 18 hours /week for 8 weeks = 90 hours

1 inspector will work 10 hours/day each for 30 days = 300

Office Manager will work 20 hours/week for 5 weeks = 100

Lab staff will work a combined 160 hours materials testing Include but not limited to embankment, borrow, UTBC, HMA concrete strengths and final lab reports.

Project close out:

RE/FE will work 22 hours

Inspector will work 16 hours which will include punch list inspection.

Office staff will work a combined 44 hours

Lab staff will work a combined 16 hours which will include materials review and final documentation.

Mileage

1 inspection 30 days at 150 miles per day =4,500

1 RE 150/trip for 8 trips = 1200

Lab 450/week for 6 weeks = 1800

Total mileage = 5,700

Phasing

The anticipated schedule is to bid the project in the summer of 2019. The contract has a flexible start date. For scheduling it is assumed that construction will begin March of 2020.

NTP for Horrocks is anticipated in summer 2019 and preconstruction activities will begin in spring of 2020. Substantial completion is anticipated July 2019 and contract completion is anticipated August 2020. Horrocks Engineers will submit the project to UDOT RCS October 2020.

Fee Type

The contract is a Cost Plus Fixed Fee. HORROCKS will invoice UDOT Monthly for the prior monthly services which include time, expenses, fixed fee earned as incurred and terms of payment will be 30 days. The fee is fixed; however any labor, overhead, and direct expenses not expended will not be charged. This type of contract is applicable because the majority of the costs are labor related and HORROCKS has been financially screened to perform these services at the approved overhead rates.

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: 85C - PRECONSTRUCTION REVIEW

- Pre-Construction and Partnering Meeting
 - o Preconstruction meeting- A preconstruction meeting will be held with UDOT, Contractor, Price City and Horrocks. This meeting will be held prior to construction beginning. Horrocks will send out the invitation, prepare the agenda, conduct the meeting and take minutes. Minutes will be distributed to the project team member and kept in UDOT Project Wise.
 - o Partnering Meeting- A formal partnering meeting will be held during the pre-construction meeting. Horrocks and the selected contractor will work together to determine which of the UDOT qualified facilitators will be used. Horrocks will send out the Invitation to all participants required to attend.
- Review and become familiar with plans and specs
 - o Once under contract Horrocks construction staff will study the plans and specifications to become familiar with the project.
- Project site visits
 - o Once under contract, Horrocks team members will visit the project site to take pictures of existing conditions, understand the project limits, become familiar with the issues and ROW commitments.
- Utility Meeting and Coordination
 - o There is one overhead power line in the project limits. Poles are outside construction limits. Price City manholes and valves to be reconstructed.

Activity: 87C - CONSTRUCTION MANAGEMENT

Weekly project update and partnering meetings (6 weekly meetings)

- Horrocks will prepare agenda, schedule meetings, conduct and take meeting minutes and place meeting minutes in PW. Horrocks will have RE, and Inspector in attendance at all meetings. The Project Manager will attend meetings as needed.

Change Orders

- Horrocks will review all requests for change orders to determine if a change order is warranted. Horrocks will complete the C-107 and submit for signature, prepare a justification and Engineers Estimate, review schedule impacts for any time adjustments, prepare the change order and submit for signature and processing.
- Horrocks will expect 2 change orders on this project

Process Reviews

- Horrocks will perform internal process reviews as a part of our QC plan that will include but not limited to: documentation, quantities, subcontracts, material testing requirements, utility agreements and payments, project wise attributing, material certification and PDBS diaries.
- Horrocks will also participate in oversite review performed by Region Four. Horrocks will expect 1 review on this project. Horrocks will have the RE and Office Manager In attendance at each meeting.

Traffic Control and MOT Review

- Horrocks will review and accept all submitted traffic control and MOT Plans. As a part of the review Horrocks will also submit for review to UDOT Region Four Traffic Engineer

RFI's

- Horrocks will review and respond to all RFI's submitted on the project. All RFI's will be placed in Project Wise

Review of Submittals

- Horrocks will review and accept all submittals on the project including but not limited to materials certification, Traffic Control plans, CPM schedules, mix design and material testing source suitability and targets. Shop Drawing will be submitted to the EOR for acceptance and approval.

Final Inspection and Post construction conference

- Horrocks will schedule and conduct a final inspection that will include walking the project and developing a punch list of work items that will need to be complete to achieve physical completion.
- Horrocks will hold a separate post construction meeting and Invite designers, UDOT and contractor to discuss lessons learned on the project.

Coordination with, City, UDOT, Property owners and other stake holders

- This project occurs entirely in Price City.
- On this project all of the R/W is owned by Price City. The RE will become familiar with commitments made to adjacent property owners and ensure the property owners are satisfied with construction of the agreement and that the contractor is not performing work that is part of the agreements.

Activity: 89C - PROJECT ADMINISTRATION

Project documentation

- Horrocks will review and accept project documentation such as material certifications, prompt payment, subcontract etc. This documentation will be placed in Project Wise once it has been approved or accepted.

Set materials tacking software

- Horrocks uses tracking software as a part of our QMP to ensure all material documentation has been submitted. Horrocks will Import all the pay items and submittal requirements from the

A&D guide and project special provision in the software.

Project Wise inputs

- Horrocks will revise, attribute and place all documentation in UDOT Project wise under the Region folder. Horrocks will use the most current version of UDOT's standard attribute table.

Pay Estimates

- Horrocks will review and process monthly partial payment requests. This work will include meeting with the contractor and agreeing on quantities for each monthly payment request.

Status of Contract Time

- Horrocks will enter calendar days into UDOT PDBS or Master Works and generate monthly status of time reports.

Review and check quantities

- As a part of our QMP, Horrocks will review and check all quantities measured for payment on the project weekly.

Sub contract review and approval

- Horrocks will review and approve all requests to sublet (C-115) on the project prior to the subcontractor starting work. Horrocks will also request a complete subcontract for review as per UDOT MOI.

Activity: 91C - FIELD INSPECTION

Daily Inspection of the work

- Horrocks will have an inspector's onsite each day while the contractor is working to inspect and document the contractor's work.

Utility Documentation

- Rocky Mountain Power line is overhead. Poles outside construction limits not expected. Coordinate with Price City on re-construction of sewer manhole and water valve.

Daily diary entries

- Horrocks Inspectors will place daily diary entries for each pay item to properly document the contractor work and progress. They will also document in the diary any activity or conversation that does not pertain to a pay item.

Traffic Control and MOT inspection

- Horrocks will perform daily traffic control inspection to ensure the traffic control is set up according to the approved traffic control plan.

Environmental inspection (BMP)

- Horrocks In conjunction with the contractor will perform Inspection of the BMP's as required in the NOI.

Sampling of soils

- Horrocks will sample all soils as per UDOT MS&T and submit to our lab in Pleasant Grove for testing.

Concrete Testing in the Field

- Horrocks will test all concrete placed on the project as per UDOT MS&T.

Tickets

- Horrocks will gather all material tickets and total them for quantity and payment.

Safety inspections

- Safety of the workers and traveling public is very important on this project and as such Horrocks will continually be observing contractor work for safety.

Coordination with Price City Cemetery. The Price City Cemetery is adjacent to the project. Horrocks will coordinate any required quiet times for funeral services and driveway access construction.

Activity: 93C - MATERIALS TESTING

- Concrete Strength
- Asphalt Materials
- Embankment, Borrow, IITBC
 - o Horrocks will use our Pleasant Grove Lab to perform all materials testing as per UDOT MOI. All material testing will be completed and shared with the contractor.
- Sampling of materials at plants
 - o Horrocks will sample and aggregate from all plants supplying material to the project.
- Lab Documentation and Test Results
 - o Horrocks will place all documentation in UDOT material database and or Project Wise as per UDOT MOI.

Activity: 97C - QC/QA CONTROL

- Horrocks will perform QC/QA Review of project documentation.

Activity: 99C - CONSTRUCTION CLOSEOUT

- Final Forms
- Box preparation
- Closeout Checklist
- Construction Closeout to RCS
- Review project documentation & make recommendations to finalize project
- Independent audit
- Post-construction conference

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
MAYHEW, DERYL	SR. PRINCIPAL ENGINEER	CERT OF COMPL, CEMT	UT-323919-2202	4	\$76.92	\$80.00	NTP
DILLMAN, DAVID	PRINCIPAL ENGINEER II, PE	B.S./P.E.	UT-187449-2202	26	\$70.67	\$73.50	NTP
CLARK, MARK	SR ASSOCIATE ENGINEER II, P.E.	MSM	UT-182604-2202	214	\$62.50	\$65.00	NTP
BAIR, TRAVIS	LAB MANAGER			46	\$46.44	\$48.30	NTP
JOHNSON, MARK	SR. ACCOUNTANT	BS		4	\$38.94	\$40.50	NTP
TAYLOR, R. WADE	SR FIELD TECHNICIAN	WAQTC # 160204, IQP		54	\$35.58	\$37.00	NTP
HERRERA, TIFFANY	SR. FIELD TECH			154	\$32.69	\$34.00	NTP
LAYCOCK, CATHY	ADMINISTRATIVE ASSISTANT III			4	\$28.85	\$30.00	NTP
SECKLETSTEW, LESLIE	FIELD TECHNICIAN II			330	\$26.68	\$27.75	NTP
SCHMIDT, LANDEN	FIELD TECHNICIAN			48	\$21.15	\$22.00	NTP
Total Hours for HORROCKS ENGINEERS, INC:				884			
Pay Rate Variance Explanation							
Horrocks anticipates a 4% increase in January of 2020.							

1900 East Phase III, 600 North to 800 North
F-LC05(15) PIN:12939

	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20
Project Management									
Pre Construction 85C									
Construction Management 87 C									
Project Admin 89C									
Field Inspection 91C									
Materials Testing 93C									
QC/QA Control 87C									
Construction Closeout 99C									

Note: Contractor has option to begin in summer of 2019. Felexible Start Date. 100 Days max calendar day incliding striping.

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 and 48 CFR Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), as modified by Utah State law, administrative rules, regulations, or contract provisions.

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 \$9,513.64. 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. *(Provision revised March 18, 2019.)*

- 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 \$104,469.75 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
BAIR, TRAVIS	LAB MANAGER	46	\$48.30	\$2,221.80
CLARK, MARK	SR ASSOCIATE ENGINEER II, P.E.	214	\$65.00	\$13,910.00
DILLMAN, DAVID	PRINCIPAL ENGINEER II, PE	26	\$73.50	\$1,911.00
HERRERA, TIFFANY	SR. FIELD TECH	154	\$34.00	\$5,236.00
JOHNSON, MARK	SR. ACCOUNTANT	4	\$40.50	\$162.00
LAYCOCK, CATHY	ADMINISTRATIVE ASSISTANT III	4	\$30.00	\$120.00
MAYHEW, DERYL	SR. PRINCIPAL ENGINEER	4	\$80.00	\$320.00
SCHMIDT, LANDEN	FIELD TECHNICIAN	48	\$22.00	\$1,056.00
SECKLETSTEW, LESLIE	FIELD TECHNICIAN II	330	\$27.75	\$9,157.50
TAYLOR, R. WADE	SR FIELD TECHNICIAN	54	\$37.00	\$1,998.00
Total Hours:		884		
Total Direct Labor:				\$36,092.30
Overhead:			151.04%	\$54,513.81
Total Direct Labor plus Overhead:				\$90,606.11
Fixed Fee:			10.50%	\$9,513.64
Burdened Labor Cost:				\$100,119.75
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
COST OF MONEY 0.361% 12939	EACH	130.0	\$1.000	\$130.00
COMPANY VEHICLE MILES	MILE	7,000.0	\$.520	\$3,640.00
PERSONAL VEHICLE MILES 2019	MILE	1,000.0	\$.580	\$580.00
Total Other Direct Charges:				\$4,350.00
Total Contract Cost:				\$104,469.75

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	85C	87C	89C	91C	93C	97C	99C										Total
MAYHEW, DERYL	0	0	0	0	0	0	4	0									4
DILLMAN, DAVID	4	18	0	0	0	0	0	4									26
CLARK, MARK	16	90	82	4	0	0	0	22									214
BAIR, TRAVIS	4	0	0	0	42	0	0	0									46
JOHNSON, MARK	0	0	4	0	0	0	0	0									4
TAYLOR, R. WADE	0	0	0	0	46	0	0	8									54
HERRERA, TIFFANY	14	20	76	0	0	0	0	44									154
LAYCOCK, CATHY	0	0	4	0	0	0	0	0									4
SECKLETSTEW, LESLIE	6	0	8	300	0	0	0	16									330
SCHMIDT, LANDEN	0	0	0	16	32	0	0	0									48

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					

	85C	87C	89C	91C	93C	97C	99C							Total
Firm Activity Totals:	44	128	174	320	120	4	94							884
	85C	87C	89C	91C	93C	97C	99C							Total
Transaction Activity Totals:	44	128	174	320	120	4	94							884

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	12/4/2019	SELECT HEALTH	XXXXXX	\$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

**CARNIVAL AGREEMENT
INTERNATIONAL DAYS 2019 -- PRICE, UTAH**

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between CITY OF FUN CARNIVAL, INC., a Utah corporation, located at 532 E 1100 N, Pleasant Grove, UT 84062, hereinafter referred to as "City of Fun", and PRICE CITY, a Municipal Corporation, of 185 East Main, P.O. Box 893, Price, Utah 84501, hereinafter referred to as "City".

WHEREAS, City is the sponsoring organization for an annual celebration held in Price City, Utah, known as International Days, which will occur on Thursday, July 25, 2019 through Saturday, July 27, 2019; and

WHEREAS, City of Fun is in the commercial business of providing amusement rides, games and food concession for use and enjoyment by the general public during festivities and celebrations such as International Days; and

WHEREAS, City is desirous of entering into an agreement with City of Fun to facilitate the delivery, operation, maintenance and supervision by City of Fun of certain amusement rides and game and food concession for use and enjoyment of the general public during International Days.

NOW, THEREFORE, the parties, in consideration of the foregoing and of the recitals hereinafter mentioned, hereby agree as follows:

1. That City of Fun shall, at all times relevant hereto, provide, deliver, operate, maintain and supervise the amusement rides, game concessions and food concession identified in Exhibit "A", which is attached hereto and by this reference is made a part hereof, to the International Days celebration in Price, Utah to be located on 500 North between 100 and 200 East in Price City, during the following dates and times:

- a. Thursday, July 25, 2019 between the hours of 5:00 p.m. and 10:00 p.m.;
- b. Friday, July 26, 2019 between the hours of 12:00 noon and 12:00 midnight, or the conclusion of the outdoor movie, whichever first occurs; and
- c. Saturday, July 27, 2019 between the hours of 12:00 noon and 12:00 midnight, or the conclusion of the outdoor movie, whichever first occurs.

2. In consideration for providing the amusement rides and concessions as specified in paragraph 1 above, City of Fun shall collect and receive ninety percent (90.0%) of all revenues generated by its operation of the same during International Days, and City shall receive the remaining ten percent (10.0%) of the gross revenues, in accordance with the following:

a. Amusement Rides – Calculation of Revenue:

At the end of each day specified above, a City of Fun representative and one or more City representative(s) shall jointly calculate the total number of amusement ride tickets sold by City of Fun and multiply that number by the admission price. That total amount of gross revenue shall then be divided as follows:

- i. City shall receive ten percent (10.0%) thereof; and
- ii. City of Fun shall retain ninety percent (90.0%) thereof.

b. Food and Game Concessions – Calculation of Revenue:

____ City shall not receive any revenue from food and game vendors associated with City of Fun but will charge a \$100 booth fee for the first booth and \$50 for each additional booth. Food and game vendors will also pay a \$30 electrical fee, if needed.

c. Remittance of Sales Taxes:

City of Fun shall be responsible for remittance to the State of Utah of any applicable sales taxes that may be due and payable under Utah law regarding City of Fun's operation of amusement rides and concessions at International Days.

3. City shall provide City of Fun with a clean, dry and flat surface upon which to place its amusement rides and concessions. For purpose of this agreement that location will be a portion of the City street known as 500 North between 100 East and 200 East, approximately 25,000 square feet in size, as designated by City. The exact location and placement of the amusement rides and concessions shall be coordinated by City of Fun with City.

4. The parties acknowledge that, from time to time, it may become necessary for City of Fun to wash off a portion of an amusement ride that becomes soiled from a variety of causes during the operation thereof. City shall provide City of Fun access to a City water line hose bib for attachment of a hose (to be provided by City of Fun) to facilitate any clean-up that becomes necessary.

5. The parties acknowledge and agree that City of Fun's amusement rides and concession stands may be placed at the venue site beginning on the morning of July 24, 2019 and may remain on City's property immediately following closure of the International Days celebration through Monday, July 29, 2019, to accommodate City of Fun's dismantling and removal thereof from the premises in an orderly fashion.

6. City of Fun, in its capacity as an independent contractor, shall, at all times relevant hereto, provide operation, maintenance and supervision of all of its amusement rides, equipment and concession booths. City shall be under no obligation whatsoever to provide operation, maintenance or supervision of any of City of Fun's amusement rides, equipment and concession booths.

7. City of Fun shall comply with all requirements of the State of Utah regarding food preparation and handling of food and beverage products sold at its food concession booth. In accordance therewith, City of Fun shall be responsible for (a) providing, at its sole cost and expense, all potable water needed for operation of its food concession booth, and (b) a food handler's permit issued by the Utah Department of Health.
8. City of Fun shall be subject to inspection of its amusement rides and equipment and concession booths by the City's Fire Chief and by the State of Utah Department of Health and City of Fun hereby agrees to comply with all requirements, conditions and orders with regard to the health, safety and welfare of vendors, participants and visitors associated with the International Days celebration.
9. City of Fun hereby expressly agrees to hold harmless and indemnify City, its officers, employees, directors, supervisors, elected officials, and agents (indemnities) from and against all claims, suits and costs, including attorney's fees, for injury or damage of any kind, arising out of City of Fun's negligent acts, errors, or omissions in the performance of this agreement and from and against all claims, suits and costs, including attorney's fees, for injury or damage of any kind, arising out of the use, operation, maintenance and supervision of City of Fun's amusement rides and games and food concession occurring before, during or after the International Days celebration on the dates specified above.
10. The amusement rides and concessions to be provided by City of Fun under this agreement are required to be covered by insurance. City of Fun shall furnish to City a Certificate of Insurance applicable to this agreement, to be approved by City before City of Fun begins work under this agreement. City of Fun's insurer must be authorized to do business in Utah. At a minimum, City of Fun shall provide and maintain in force, until all activities, including set up prior to the event's commencement and dismantling and removal following conclusion of the event, which are required by this agreement are completed, the following:
- a. General liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate;
 - b. Verification that its employees and subcontract employees are covered by Workers Compensation; and
 - c. City of Fun's insurance carrier shall endorse Price City as an additional insured and indicate that they are primary and not contributing coverage.
11. This agreement may only be modified by written amendment, executed by both parties hereto.
12. City of Fun shall not assign or transfer this agreement without the prior written consent of City.

13. The parties agree that any delay or failure of either party to perform its obligations under this agreement, shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage or causes beyond reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other party and each of the parties hereto shall be diligent in attempting to remove such cause or causes.

14. Each of the parties hereby warrants that it is properly organized, existing and in good standing under the law of their respective governing states, and that it has the requisite power to enter into this agreement, that this agreement has been properly authorized by its governing Board, and that the undersigned officer(s) are duly authorized to execute this agreement on its behalf.

15. If any action is brought to enforce the terms of this agreement, the prevailing party shall be entitled to attorney's fees, legal expenses and costs of court, whether or not the action proceeds to judgment, in addition to any other relief that is appropriate under the circumstances.

16. Any action to enforce the terms of this agreement or for damages hereunder shall only be filed in the Seventh Judicial District Court in and for Carbon County, State of Utah.

17. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings of the parties in connection herewith. Any provision hereof may be waived in writing by the party entitled to the benefit of such provision, however, no waiver of the breach of any provision shall be deemed or construed to be a waiver of other or subsequent breaches. Nothing herein is intended to confer any rights or remedies upon any person not a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate original form as of the day and year first above written, one counterpart to be retained by each party.

PRICE CITY, a Municipal Corporation

By: _____
Michael Kourianos, Mayor

Attest:

Sherrie Gordon, City Recorder

CITY of FUN CARNIVAL, INC,
a Utah corporation

By: _____
Pam Zoeller, Vice President

Account No: 3428
 Business Activity: 6213
 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: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): Acorn Care LLC dba Homewatch CareGivers of Eastern Utah			
If Name Change, list previous name: _____			
Business Address: 375 South Carbon Ave		Suite/Apt. No.: 136	
City: Price	State: UT	Zip Code: 84501	
Business Telephone: () 435-990-6176		Business E-mail: Kwhatcott@hwcg.com	
Business Fax: 435-990-6177			
Mailing Address (if different): _____		City: _____	State: _____
		Zip Code: _____	
Property Owner's Name: _____		Property Owner's Telephone: () / _____	
Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC (Include copy of name registration with the State of Utah)			
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other			
Opening Date: May 1, 2019 Business Hours: From 8 To 5 <u>MTWTFSS</u> (please circle)			
Detailed Description of Business: Providing person care services to people in their homes. From the office we will hire, train and schedule services.			
Commercial Square Feet: 145	No. of Arcade Games, Pool Tables, Etc.: 0	No. of Vending Machines: 0	No. of Mobile Home Spaces: 0
No. of Rental Units: 0	No. of RV Spaces: 0	No. of Motel Rooms: 0	No. of Beds: 0
State Sales Tax I.D. No. (Include copy or proof of exemption): N/A		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.			
☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Taxi Cab ☐ Pawnbroker ☐ Sexually Oriented Business			

Public Works Director
MILES NELSON
City Engineer
RUSSELL SEELEY, P.E.
Streets & Fleet Supervisor
SCOTT OLSEN
Water & Sewer Supervisor
SAM WHITE
Building Inspection
TRENTON BENNETT



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

DEPARTMENT OF PUBLIC WORKS
432 WEST 600 SOUTH P.O. BOX 893, PRICE, UTAH 84501
(435) 637-5010 www.priceutah.net

TRAVEL REQUEST

Name: Miles Nelson & Trenton Bennett

Date: May 16, 2019

Department: Public Works-Building Inspection
Topic: Utah Unreinforced Masonry Buildings Summit
Sponsor or Agency: FEMA
Destination: Salt Lake City
Out of town travel: Yes
Over Night Stay: Yes
Dates: June 25-26, 2019

Estimated Expenses

Travel Means: (City Vehicle)	_____Miles @ _____/mile	\$ 00.00
Lodging:	2 Rooms> 1_ night @ \$___139.32_ Night (incl. tax)	\$ 278.64
Meals:	4 Breakfasts(\$10ea), 2 Dinners (\$19 ea)	\$ 78.00
Registration, Fees & Membership:	Conference Registration Fee	\$ 0.00
Spouse:		\$ 0.00
Total		\$ 356.64

Requested by: _____
Print *Sign* *Date*

Approval per City Council action, Date: _____

City Recorder: _____