

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



185 East Main - P.O. BOX 893 - PRICE, UT 84501
PHONE (435) 637-5010 - Fax (435) 637-7263
www.pricecityutah.com

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 *electronically via telephone conference call* in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 04/022/2020. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

AGENDA

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. SAFETY SECONDS - Mayor Kourianos
5. PUBLIC COMMENT
- CONSENT AGENDA
6. MINUTES
 - a. April 8, 2020 City Council Meeting
7. EMPLOYEE ASSISTANCE PROVIDER AGREEMENT - Consideration and possible approval of agreement between ComPsych and Price City for the provision of EAP benefits services beginning July 1, 2020.
8. PROJECT 4C-2020 CLASS C ROAD IMPROVEMENTS - Consideration and possible approval of Class C Road Improvement Contracts for Crack Seal Schedule A: Year 2020 for \$59,000 & Crack Seal Schedule A: Year 2021 for \$59,000 to Bonneville Asphalt; and Paint Striping Schedule A: Year 2020 for \$31,067.50 & Paint Striping Schedule A: Year 2021 for \$31,067.50 to Straight Stripe. Funding source = Class C Roads (budgeted)
9. PROJECT 5C-2020 HYDRAULIC VERTICAL PIVOT GATE: Consideration and possible approval of the purchase of a Hydraulic Vertical Pivot Gate for the City's Water Treatment Plant. No qualified bids were received by the specified deadline of April 15, 2020. Staff seeks approval to proceed with the selection of a qualified contractor to complete the project within specifications and within the approved budget.
10. LANTIS PRODUCTIONS - Consideration and possible approval of a fireworks contract for International Days.
11. 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 ETV Newspaper. 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> on April 20, 2020.

This meeting will be held electronically via telephone conference call to permit one or more of the council members to participate.

If you have a public comment, please contact Nick Tatton at 435-636-3184 or email nickt@priceutah.net, with your public comment no later than Wednesday, April 22, 2020 by 12 o'clock noon. The comment will be presented at the meeting.

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.

Minutes of the Price City Council Meeting
City Hall
Price, Utah
April 8, 2020, at 5:30 p.m.

Present:

Mayor Kourianos

Sherrie Gordon, City Recorder

Councilmembers:

Nick Tatton, Community/Human Resources Director

Rick Davis via telephone conference call

Amy Knott-Jespersen via telephone conference call

Layne Miller via telephone conference call

Terry Willis via telephone conference call

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m. The Mayor stated that do to the current COVID-19 situation, the City Council meeting is being held electronically via telephone conference call. In order to facilitate the meeting, the Mayor reviewed telephone conference call guidelines to follow. Mayor Kourianos offered a prayer for the citizens and our community.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Mayor Kourianos asked the City Recorder to take a verbal roll call to verify attendance for this electronic meeting.

Councilmember Davis – here

Councilmember Knott-Jespersen – here

Councilmember Miller – present

Councilmember Willis - here

Councilmembers Marsing was excused/absent

Attendance in the Council Chambers:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

Nick Tatton, Community/Human Resources Director

The City Recorder asked if anyone else on the conference call to please state their name for the record. The following stated their name: Chief Sicilia and Miles Nelson.

4. SAFETY SECONDS – Councilmember Willis reviewed the Governor's and Southeastern Utah Health Department's guidelines regarding the COVID-19 pandemic for Easter weekend. Everyone is advised to stay home and stay safe. The community is doing a great job by staying home and social distancing.
5. PUBLIC COMMENT – Mayor Kourianos stated that do to the current COVID-19 situation, this City Council meeting is being held electronically via telephone conference call. By notice of the Price City agenda and a Public Notice in the April 8, 2020 ETV Newspaper, the public was invited to contact Nick Tatton by phone or email if they had a public comment item. The Mayor turned the time over to Nick Tatton to address any public comments received.

Nick Tatton stated that no Public Comments were received.

6. PRICE PLAYS SAFETY - Quarterly prize drawing for safe workplace practices.

Nick Tatton reviewed the safety program. The Mayor pulled the winning ticket. Linda Allred was announced as the winner of the quarterly safety prize. The Mayor thanked the City employees for their continued efforts to work safely.

CONSENT AGENDA – At 5:36 a.m. Councilmember Davis moved to approve consent agenda items 7 through 13. Motion seconded by Councilmember Knott-Jespersen.

Mayor Kourianos asked the City Recorder to take a verbal roll call vote to verify the motion.

Councilmember Davis – Aye

Councilmember Knott-Jespersen – Aye

Councilmember Miller – Aye

Councilmember Willis - Aye

The City Recorder, announced that the motion passed unanimously.

7. MINUTES
 - a. March 11, 2020 City Council Workshop
 - b. March 11, 2020 City Council Meeting
8. CAREER LADDER PROMOTION - Consideration and possible approval of a career ladder promotion for Brett Blackham in the Streets Department.
9. USDA RURAL DEVELOPMENT GRANT - Consideration and possible approval to apply for a grant to assist in purchasing two police vehicles.
10. VOLUNTARY CONSENT FORM FOR TRANSMISSION INFORMATION - Authorization to release transmission related information to PacifiCorp.
11. PROPOSAL FOR RESOURCE ACQUISITION - Consideration and possible approval to accept the proposal from Carol Hunter for electrical utility consulting and resource acquisition.
12. PROCLAMATION - Consideration and possible approval to proclaim April 24, 2020 as Arbor Day.
13. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Barbara Jones at 596 N Cedar Lane, DC6, LLC at 88 East 100 South and Goodman Novelties at 212 SWY 55.
14. UNFINISHED BUSINESS – No unfinished business discussed.

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

MOTION. Councilmember Willis moved to close the regular City Council meeting at 5:39 p.m.. Motion seconded by Councilmember Miller.

Mayor Kourianos asked the City Recorder to take a verbal roll call vote to verify the motion.

Councilmember Davis – Aye
Councilmember Knott-Jespersen – Aye
Councilmember Miller – Aye
Councilmember Wills – Aye

The City Recorder announced that the motion passed unanimously.

The regular City Council meeting was adjourned at 5:39 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder



AGREEMENT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a Guidance Resources Program (a "Program") to employees and dependents ("Participants") of Price City (hereinafter referred to as "Client") to begin July 1, 2020 ("Commencement Date"). This Agreement also refers to ComPsych and Client individually as "Party" and collectively as the "Parties." The terms and conditions are as follows:

1. **Term:** Initial term of three (3) years for the delivery of a Program to Client. After the expiration of the initial term (June 30, 2023), this Agreement shall automatically renew for successive three (3) year periods unless either Party shall deliver to the other Party written notice of non-renewal not less than one hundred and twenty (120) days prior to the expiration of the initial term or any applicable renewal term.
2. **Fees:**
 - (A) Fees are set forth on Schedule II attached hereto. Client represents that as of the Commencement Date it has approximately 86 employees located in the United States. Client agrees to provide ComPsych with annually updated employee counts and locations. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. Payment for the Program is due on an annual basis beginning on the Commencement Date and thereafter on or before each annual anniversary of the Commencement Date. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by ComPsych to collect any amounts due hereunder. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law.
 - (B) Client's Program includes, at no additional charge, all initial telephone consultation following a critical incident. However, any critical incident stress management ("CISM") Services and travel time will be billed at a rate of \$265.00 per hour plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.
 - (C) Training Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any training time will be billed at a rate of \$150.00 per hour plus travel and related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.
 - (D) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site Service or else the applicable hourly fee set forth in Sections 2(B) and 2(C) will apply or training hours will be reduced, as the case may be.
3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the Program under this Agreement to all employees of Client, and that all such employees shall be covered under this Agreement.
4. **Services:** The Program shall include those services described on Schedule I attached hereto ("Services"). Client agrees that any and all communications disseminated by Client to Participants regarding the Services to be rendered by ComPsych hereunder shall: (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld; and (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the Parties.

5. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility under any and all applicable insurance and claim administration contracts and shall be fully responsible for its compliance with all applicable laws. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).
6. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
7. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych's net income) that may be levied upon the performance of Services under this Agreement.
8. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.
9. **Billing Contact Information:** Client agrees to provide ComPsych with current and updated billing contact information.

Client Billing Contact: Dana Young

Address: 150 East Main Street Price City, UT 84501

Phone number: 435-636-3175

Email address: danay@priceutah.net

10. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.
11. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a Party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
12. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.

- 13. Relationship of the Parties:** ComPsych and Client agree that ComPsych is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.
- 14. No Third Party Beneficiaries:** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and ComPsych any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-Party beneficiary under or by reason of this Agreement.
- 15. Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Illinois, without regard to its conflict of laws rules.
- 16. Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
- 17. Limitation of Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, COMPSYCH SHALL NOT BE LIABLE, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY AMOUNTS IN EXCESS OF THE FEES AND CHARGES PAID BY CLIENT HEREUNDER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF A PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 18. Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge each Party's acceptance of these terms.

ComPsych Corporation

Price City

By: _____

By: _____

By: Richard A. Chaifetz

By: _____

Its: Chairman & CEO

Its: _____

Date: _____

Date: _____

SCHEDULE I
GUIDANCERESOURCES®
COVERED SERVICES

1. **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the Program.
2. **Management Report:** ComPsych will prepare and provide to Client customary annual statistical management reports, without disclosure of the identity of any Participant utilizing the Services.
3. **Training:** Provide Client with a one (1) hour employee/supervisor orientation session (via Webinar) per contract year. Training must be scheduled thirty (30) days in advance.
4. **Program Promotion:** ComPsych will provide Client with PDFs of customary promotional materials announcing and explaining the program to Client employees. Client is responsible for printing and distributing promotional materials to its employees.
5. **Service Access:** Toll free telephone line access to guidance consultants.
6. **Assessment, Counseling and Referral:** Assess the presenting problem of each Participant requesting counseling Services and provide a maximum of five (5) sessions per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions (In California a maximum of three sessions in a six month period with additional sessions for acute emergencies, consultations after referral or re-referral, or a consultation due to a management or union request for information or assessment regarding work performance issues). If the Participant's presenting problem is determined not to be resolvable in the above number of sessions, the Participant will be referred for alternative Services after assessment.
7. **LegalConnect®:** Provide Client Participants with telephonic legal information and local referral upon request. If a local referral is requested, the Participant shall be entitled to a free thirty minute consultation and thereafter a 25% reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the Services performed by any resource.
8. **CISM:** ComPsych will provide CISM Services as and when determined necessary by Client. The date and time of the on-site intervention shall be mutually agreed upon by Client and ComPsych. Client will be charged an additional fee for any clinical on-site intervention.
9. **FinancialConnect®:** Provide Client Participants with telephonic financial information regarding their personal finances and related issues.

- 10. FamilySource®:** Provide Client Participants with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet Services and apartment shopping. ComPsych does not control and is not responsible for the quality of Services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the Services performed by any resource. FamilySource Services are defined as individual Participant requests that are completed by providing information and, if applicable, local referrals based on a Participant's specific criteria. Any requests by Client for information to be used as a company "directory" or "guide," such as multi-state, multi-county, or multi-zip code searches, are outside the scope of FamilySource Services and development of such directories or guides will be billed at a rate of \$125/hour.
- 11. GuidanceResources® Online:** Online (via www.guidanceresources.com) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.

**SCHEDULE II
FEES**

* Fees are based on Client's employee population as of July 1st of each contract year.

Employees	Flat Price
1 – 100	\$3,000 per year
Each additional employee over 100	\$30.00 per employee per year

Price City Bid Tabulation For Class 'C' Road Improvemnets - Project #4C-2020

Schedule A: Year 2020 Crack Seal						
Company						
Item	Straight Stripe	M&M Asphalt	Bonneville Asphalt	Superior Asphalt	On Site Asphalt	CKC
Mobilization	\$ 15,000.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 3,500.00	\$ 4,500.00
Traffic Control	\$ 2,500.00	\$ 1,000.00	\$ 1,500.00	\$ 500.00	\$ 14,340.60	\$ 7,200.00
Crack Seal	\$ 82,500.00	\$ 71,400.00	\$ 55,500.00	\$ 65,550.00	\$ 63,180.00	\$ 61,200.00
Total	\$ 100,000.00	\$ 73,400.00	\$ 59,000.00	\$ 66,550.00	\$ 81,020.60	\$ 72,900.00

Schedule A: Year 2020 Paint Striping						
Company						
Item	Straight Stripe	M&M Asphalt	Bonneville Asphalt	Superior Asphalt	On Site Asphalt	CKC
Mobilization	\$ 1,000.00	No Bid	No Bid	No Bid	\$ -	No Bid
Traffic Control	\$ 11,352.50				\$ 22,705.00	
Crack Seal	\$ 18,715.00				\$ 37,430.00	
Total	\$ 31,067.50				\$ 60,135.00	

Lowest Bid For 2020

Schedule A: Year 2021 Crack Seal						
Company						
Item	Straight Stripe	M&M Asphalt	Bonneville Asphalt	Superior Asphalt	On Site Asphalt	CKC
Mobilization	\$ 15,000.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 3,500.00	\$ 4,500.00
Traffic Control	\$ 2,500.00	\$ 1,000.00	\$ 1,500.00	\$ 500.00	\$ 15,340.60	\$ 7,200.00
Crack Seal	\$ 82,500.00	\$ 71,400.00	\$ 55,500.00	\$ 65,550.00	\$ 66,420.00	\$ 61,200.00
Total	\$ 100,000.00	\$ 73,400.00	\$ 59,000.00	\$ 66,550.00	\$ 85,260.60	\$ 72,900.00

Schedule A: Year 2021 Paint Striping						
Company						
Item	Straight Stripe	M&M Asphalt	Bonneville Asphalt	Superior Asphalt	On Site Asphalt	CKC
Mobilization	\$ 1,000.00	No Bid	No Bid	No Bid	\$ -	No Bid
Traffic Control	\$ 11,352.50				\$ 23,900.00	
Crack Seal	\$ 18,715.00				\$ 39,400.00	
Total	\$ 31,067.50				\$ 63,300.00	

Lowest Bid For 2021

Bid Opening 4/15/2020

AGREEMENT
(Price City Corporation – Class 'C' Road Improvements 4C-2020)

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: *Bonneville Asphalt & Repair*

B. Address: *PO Box 186*
Orem, Utah 84509

C. Telephone Number: *801-225-3544*

1.2 OWNER

A. The name of the OWNER is **Price City Corporation**.

1.3 CONSTRUCTION CONTRACT

A. The CONTRACTOR will commence and complete the construction of:

Class 'C' Road Improvements Project Number 4C-2020 – Crack Seal

B. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

Crack Sealing Roads Within The City Limits

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.

Schedule A: Year 2020 Crack Seal

- C. An Agreement Supplement is not attached to this Agreement.
- D. Based upon the above awarded schedules the Contract Price awarded is:

Fifty Nine Thousand Dollars and No Cents - \$59,000.00

2.2 CONTRACT TIME

- A. The Work will be completed **20** calendar days after *September 1st, 2020*, or the first day of work on the Project, whichever is first.

2.3 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. Late Contract Time Completion:

Five Hundred dollars and Zero cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. One Hundred dollars

and Zero centers (\$ 100.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER'S prior written authorization.

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

2.4 PAYMENT

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

2.5 CONTRACT DOCUMENTS

- A. The following documents list are the complete Bid Package:

Advertisement
Bid Form
Measurement and Payment
General Information
Supplementary Conditions
Forms
Crack Seal
Paint Striping
Traffic Control
Maps

- B. Other Documents which are applicable to this agreement are:

- a. APWA 2012 Manual of Standard Specification (see Document 00 11 16; 1.7 B)
- b. APWA 2012 Manual of Standard Plans (see Document 00 11 16; 1.9 B)
- c. Addenda
N/A

The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.

- i. Notice to Proceed
- ii. Work Change Directive Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, _____.

3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name: Michael Kourianos

Title: Mayor

[CORPORATE SEAL] Attest:

By: Sherrie Gordon

Title: City Recorder

SEAL

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

By: _____

SEAL

AGREEMENT
(Price City Corporation – Class ‘C’ Road Improvements 4C-2020)

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: *Straight Stripe Painting, Inc.*
- B. Address: *1812 W Sunset Blvd #1-525*
St. George, Utah 84770
- C. Telephone Number: *435-656-0930*

1.2 OWNER

- A. The name of the OWNER is **Price City Corporation**.

1.3 CONSTRUCTION CONTRACT

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

Class ‘C’ Road Improvements Project Number 4C-2020 – Paint Striping
- B. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

Paint Striping Roads Within The City Limits

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

A. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

Schedule C: Year 2020 Paint Striping

C. An Agreement Supplement is not attached to this Agreement.

D. Based upon the above awarded schedules the Contract Price awarded is:

Thirty One Thousand sixty seven dollars and 50 Cents - \$31,067.50

2.2 CONTRACT TIME

A. The Work will be completed 20 calendar days after *August 1st*, 2020, or the first day of work on the Project, whichever is first.

2.3 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. Late Contract Time Completion:

Five Hundred dollars and Zero cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. One Hundred dollars

and Zero centers (\$ 100.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER'S prior written authorization.

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

2.4 PAYMENT

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

2.5 CONTRACT DOCUMENTS

- A. The following documents list are the complete Bid Package:

Advertisement
Bid Form
Measurement and Payment
General Information
Supplementary Conditions
Forms
Crack Seal
Paint Striping
Traffic Control
Maps

- B. Other Documents which are applicable to this agreement are:

- a. APWA 2012 Manual of Standard Specification (see Document 00 11 16; 1.7 B)
- b. APWA 2012 Manual of Standard Plans (see Document 00 11 16; 1.9 B)
- c. Addenda
N/A
- d. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.

- i. Notice to Proceed
- ii. Work Change Directive Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, _____.

3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name: Michael Kourianos

Title: Mayor

[CORPORATE SEAL] Attest:

By: Sherrie Gordon

Title: City Recorder

SEAL

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

By: _____

SEAL

PRICE CITY

*PROJECT: HYDRAULIC VERTICAL PIVOT
GATE*

PROJECT NUMBER 5C-2020

Price City Public Works
432 West 600 South
Price, Utah
(435)637-5010
March 9th, 2020

**ADVERTISEMENT FOR BIDS
PRICE MUNICIPAL CORPORATION**

Sealed Bids for Hydraulic Vertical Pivot Gate Project Number 5C-2020 will be received by the PRICE MUNICIPAL CORPORATION at the office of the Price City Public Works Complex, 432 West 600 South, Price, Utah until April 15th, 2019 at 2:30 PM. Bids will be publicly opened in the Public Works Office (Dome A), 432 West 600 South, Price, Utah 84501, on April 15th, 2020 at 2:30 PM. Bids shall be submitted in a sealed envelope and addressed to the Public Works Secretary. The outside of the envelope shall be labeled with the words 'HYDRAULIC LIFT GATE PROJECT 5C-2020'. Send the envelope in the US Mail or hand deliver, do not send bid envelope by facsimile, Fed-Ex, UPS or similar freight service.

Drawings, specifications and other Contract Documents may be examined and Prospective Bidders may obtain copies of the Contract Documents at the following location: Price City Public Works Complex, 432 West 600 South, Price, Utah 84501.

Advertise March 25th, 2019

PROJECT SCOPE

Installation Of A Hydraulic Vertical Pivot Aluminum Gate

PROJECT DESCRIPTION

Complete installation of a 25 Foot Hydraulic Vertical Pivot Aluminum Gate that includes but not limited to reinforced concrete pad, communication at gate (keypad equipped with a color camera), ground loops and gate clickers.

**HYDRAULIC VERTICAL PIVOT GATE
PROJECT NUMBER 5C-2020**

THIS PAGE MUST BE INCLUDED WITH YOUR BID

BIDDER REQUIREMENTS

Contents

- BID FORM
- MEASUREMENT AND PAYMENT

Price City Public Works
432 West 600 South
Price, Utah
(435)637-5010

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 Bids are to be received at the Price City Public Works Complex at 432 West 600 South, Price, UT 84501

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner for the prices and within the times indicated in this Document.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 This Bid will remain subject to acceptance for 60 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the other related data identified in the Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum Number	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the

**HYDRAULIC VERTICAL PIVOT GATE
PROJECT NUMBER 5C-2020**

THIS PAGE MUST BE INCLUDED WITH YOUR BID

Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State of Utah not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**HYDRAULIC VERTICAL PIVOT GATE
PROJECT NUMBER 5C-2020**

THIS PAGE MUST BE INCLUDED WITH YOUR BID

ARTICLE 5 – BASIS OF BID

Hydraulic Vertical Pivot Aluminum Gate					
No	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1	Mobilization	1	LS		
2	GATE AND LIFT MECHANISM	1	LS		
3	GATE ENTRY SYSTEM	1	LS		
3	GATE LOOP SYSTEM	1	LS		
3	REMOTE GATE CLICKERS	10	EACH		
4	Grand Total				

Estimated Quantities maybe adjusted based on budget restrictions

5.01 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents

5.02 Price City reserves the right to award or reject individual schedules and to increase or decrease quantities as needed to meet budget restrictions.

5.03 All products will be applied at the Price City Water Treatment Plant

5.04 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the Contract Times.

5.05 Successful Bidder will be required to attend a Pre-Construction Meeting before any WORK is to begin.

ARTICLE 6 – WORKING DAYS AVAILABLE

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with calendar days as listed.

**HYDRAULIC VERTICAL PIVOT GATE
PROJECT NUMBER 5C-2020**

THIS PAGE MUST BE INCLUDED WITH YOUR BID

6.02 Bidder agrees that **NO WORK** or any part of the Schedule Items will happen on the following Dates:

N/A

6.03 Bidder agrees that all work will be complete within the calendar year.

6.04 Bidder will indicate the start date for the WORK below.

Bidders Start Date	Contract Time	Acceptable Start and End Dates
		May 1 st , 2020 to May 29 th , 2020

MEASUREMENT AND PAYMENT

#1	Mobilization	Lump Sum
	Amount Paid	When Paid
	The lesser of 25% of mobilization or 2.5% of contract	With first estimate
	The lesser of 25% of mobilization or 2.5% of contract	With estimate following completion of 5% of contract
	The lesser of 25% of mobilization or 2.5% of contract	With estimate following 10% of contract
	The lesser of 25% of mobilization or 2.5% of contract	With estimate following completion of 20% of contract
	Amount bid in excess of 10% of contract price	Project Acceptance - Final

#2	GATE AND LIFT MECHANISM	Lump Sum
	Includes installation of 25 ft long 8 ft high aluminum gate, chain link fence gate fabric, concrete pad for hydraulic lift mechanism, concrete pad for gate stanchion, stanchion, hydraulic lift mechanism, electrical wiring, the following options are required A, B, C, D and O as listed in the Detailed Specification Section and related items needed to have a complete and functional gate (see Detailed Specification* and Drawings*)	

#3	GATE ENTRY SYSTEM	Lump Sum
	Includes installation of concrete base, electronic gooseneck pedestal, intercom system with closed circuit color camera, gate and camera control panel mounted inside of building, an outside audio alarm indicating when someone is waiting at the gate, electrical wiring, communication wiring and related items needed to have a complete and functional gate entry system (see Detailed Specification*)	

HYDRAULIC VERTICAL PIVOT GATE
PROJECT NUMBER 5C-2020

THIS PAGE MUST BE INCLUDED WITH YOUR BID

#4	GATE LOOP SYSTEM	Lump Sum
	Includes installation of a saw cut inductance loops providing automatic gate lifting when exiting the property and then returning to a closed position when vehicle has passed the gate, electrical wiring and related items needed to have a complete and functional gate loop system	

#5	REMOTE GATE CLICKERS	Each
	Includes supplying hand held gate entry devices that will activate the hydraulic lift mechanism thus passing the gate entry system	

****Note: Detail specifications and drawings are based on Vertical Pivot Gate System: Ideal Mfg., Inc. /TILT-A-WAY Models HYJD-B and HYJD-BE.***

ADDITIONAL CONTRACTOR RESPONSIBILITY

- Contractor shall protect adjacent properties, waterways and airways.
- Contractor shall be responsible for all labor, supplies and equipment needed to complete the project.
- Contractor shall be responsible for securing the job site at the end of the day (securing gates, fences, equipment and supplies).
- Contractor shall use all necessary traffic control devices when working in the public right of way and follow the current MUTCD for traffic control.
- Contractor shall utilize all necessary and required safety precautions to include personal protective equipment (PPE) and first aid supplies.
- Incorporate all safety features and safe guards.
- Contractor shall clean up the site after completion of project.
- Contractor is strongly encouraged to visit the site

TRAINING PROVIDED BY THE CONTRACTOR

- Contractor shall have authorized trained personnel available for authorizing of warranty repairs
- Contractor shall supply training on but not limited to instruction on safety, operation and maintenance
- Trainer provided by bidder shall be a competent in the use and operation and maintenance of the unit offered
- Bidder shall provide instruction on safety, operation and preventive maintenance for the unit supplied prior to payment. The instruction shall include a full demonstration of all the functions on the unit delivered and shall identify potentially hazardous situations when operating the unit
- All training and instruction shall take place at the Price City Water Treatment Plant located at 10030 North 3100 West, Helper Utah 84526

CONTRACTOR SUBMITTALS WITH BID

**HYDRAULIC VERTICAL PIVOT GATE
PROJECT NUMBER 5C-2020**

THIS PAGE MUST BE INCLUDED WITH YOUR BID

- Contractor shall supply a copy of their current liability and workers compensation insurance.
- Contractor shall supply a copy of their business licensing.
- Completely filled out Bid Form
- This document
- All of the above shall be submitted with the Contractors Bid.

OWNER RESPONSIBILITY ITEMS

- All excavation and trenching
- Install all electrical conduit
- Install electrical power for hydraulic lift system
- Install all communications conduit
- Saw cuts for loop system
- Owner Responsibility Items shall be installed as instructed by the Contractor when applicable and when given 48 hours notice

**HYDRAULIC VERTICAL PIVOT GATE
PROJECT NUMBER 5C-2020**

THIS PAGE MUST BE INCLUDED WITH YOUR BID

DETAIL SPECIFICATIONS

Contents

- Gate

Price City Public Works
432 West 600 South
Price, Utah
(435)637-5010
March 16th, 2020

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Provide vertical pivot gate system including gates and special hydraulic operator, with accessories as required for complete operational installation.

1.02 SYSTEM DESCRIPTION

- A. Performance Requirements:
 - 1. Safety Devices: Provide manufacturer's standard safety devices including following features.
 - a. Provide pressure relief valve to avoid crushing obstruction encountered in either direction of travel.
 - b. Provide shut off power device if balance system fails.
 - 2. Power Failure: Provide manual bypass system, which allows barrier to be opened and to be closed in event of power failure.
 - 3. Operation: Design system to allow for minimum 2900 open and close operations per day.

[Note: Gate heights up to eight feet, use a standard operator model HYJD-B. Gates that are of nine feet tall require an extended operator model HYJD-BE.]

- B. Gate Height: 8' [As indicated on Drawings].

[Note: Gate widths from 25 feet wide or up to 50 feet total width for two vertical pivot gate operators are possible with aluminum barriers, up to 40 feet total width for steel barriers, with no center posts, overhead supports, tracks, or special framing required.]

1.03 SUBMITTALS

- A. Product Data: Furnish manufacturer's literature for gate and operator and each manufactured accessory to be provided for project.
 - 1. Wiring Diagrams: Furnish manufacturer's wiring diagrams for gate operator.
 - 2. Maintenance Data: Furnish manufacturer's operator and parts manual.
- B. Shop Drawings: Show location of vertical pivot gates system in relationship with adjacent fencing and paving, details of installation, hardware locations, and accessories.
 - 1. Templates: Provide drawings or templates for installation of anchor bolts in support slab.
- C. Certificates: Furnish manufacturer's certification indicating system provided complies with specified requirements.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Firm approved by manufacturer or with minimum five years successful experience completing vertical pivot gate installation similar to that required.

- B. Pre-installation Conference: Conduct meeting at site prior to commencing work related to vertical pivot gate system installation.
 - 1. Require attendance of parties directly affecting vertical pivot gate installation.
 - 2. Review site conditions, procedures, and coordination required with related work.

1.05 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions and component layout by field measurements prior to beginning installation.

1.06 WARRANTY

- A. Provide manufacturer's standard limited warranty for system and system components against failure resulting from normal use based on manufacturer's literature.
 - 1. Failure shall be defined as any defect in manufacturing, which prevents gate from operating as intended.
- B. Minimum Warranty Period: Three years at time of purchase

PART 2 – PRODUCTS

2.01 COMPONENTS

- A. Hydraulic Power Unit: 1 HP TEFC motor, 1725 RPM, 220 VAC Single Phase Spencer Hydraulic power unit capable of delivering 4 GPM at 385 PSI, with external adjustment relief valve and 4-way solenoid operated 3-position manual override valve.
 - 1. Hydraulic pump, motor, and reservoir will be all as one unit with fluid thermometer and fluid level sight gauge.
 - 2. The hydraulic system will be designed to keep the gate locked in the closed position, keeping any person from lifting the gate open when it is in the closed position.
 - 3. Pedestal Frame: Welded construction with removable outer kin of cross break corrosion resistant painted gray .063 aluminum plate panels.
 - 4. Inspection Door Hardware: Stainless steel continuous hinges and heavy duty lockable pull down catches to hold inspection door shut.
 - 5. Power: [208 / 230 VAC Single Phase] 3 Wire
Total gate system requires 20-amp service, with no more than 3% drop in voltage, while gate is in operation. (FOR WIRE SIZE: CONSULT LOCAL ELECTRICAL CODE.)
- B. Hydraulic System: 3000-psi hydraulic cylinder.
 - 1. Cylinder: 2-1/2" by 38" stroke hydraulic cylinder with 1-3/8" diameter rod, limit switches and cushioned slow down on each end of travel, and adjustable stops with lock down in any position.
 - 2. Hydraulic Fluid: Manufacturer's standard, factory checked, filled, and tested.
- C. Balance System: System designed to allow barrier to be hand raised and to be hand lowered with 12 to 15 pounds of pressure, consisting of manufacturer's standard cables, sheaves, sealed cam yoke roller bearings, and tension springs pulled in a straight line.

1. Safety Control Switch: Provide built-in safety control switch capable of stopping barrier in any position should balance system fail.
2. Testing: Factory test and adjust balance system to ensure gate may be manually raised and lowered with specified pressure.
3. Signage: Signage to be added to the gate barrier must be declared at the time of order so the manufacturer can add the signs on the barrier, to ensure ideal Mfg. balances the operator correctly at the time of manufacturing.

D. Electrical System: Oversized rain tight enclosure housing electrical components except limit switches, safety switches, and motor.

1. Wire: Oil and gasoline resistant.
2. Overload Protection: Allen Bradley type overload protection relay to protect motor.
3. Reversing Controller: Provide as required to operate motor and solenoid valves.
4. Overrun Delay Timers: Integral to board capable of shutting down system in case motor runs longer than 30 seconds.
5. Limit Switches: Adjustable snap action style limit switches capable of stopping barrier at each end of travel.
6. Logic Board: Programmable logic board with manufacturer's full range of available functions.
7. All gates are equipped with a dry contactor to accommodate all types of access equipment.

[Note: Coordinate selection of following options with manufacturer.]

E. Options:

- a. Cold Weather Package: (required in areas where the temperature drops to less than 35° F).
- b. Stanchion: (this is for the free end of the gate).
- c. Radio Controls: Provide standard open-close-stop commercial transmitters/receivers systems.
- d. Loop Detectors: Provide detector system (except loop) to allow free exit/safety, safety or close gate operation; system to be factory wired inside electrical box and tested.
- e. Reversing Edge: Provide manufacturers standard reversing edge system.
- f. Synchronizing Box: Master slave system for paired gate system (required only when 2 gates operate in conjunction with each other).
- g. Gate Status Lights: Provide light stacks indicating gate status: such as green light indicates barrier is open; red light indicates barrier is closed; and amber flashing indicates barrier is moving.
- h. Locks: Magnetic lock secures gate in closed position.
- i. Photo Eye: Used as a form of safety.
- j. S.O.S.: Siren Operated Sensor (emergency access system).
- k. Stainless steel fasteners.
- l. Heater for Electrical Box: Provide heater, including full box insulation to protect system for conditions to -70° F.
- m. Ice Scrapers: (for cable sheaves).
- n. Weather Guard Package.

[Note: Coordinate selection of systems with vertical pivot gate system manufacturer.]

- o. Access Control Systems:
 - 1) Key switches
 - 2) Key pads
 - 3) Card readers
 - 4) Intercom stations
 - 5) Proximity card readers
 - 6) Phone access systems
 - 7) Fire access systems
 - 8) Pedestals
 - 9) Closed circuit television
 - 10) Infrared detectors

F. Barrier System (Gates): Design to resist twist and to resist sway.

[Note: Select either standard steel, standard aluminum, or custom barriers; coordinate custom barriers with manufacturer.]

- 1. Type: Manufacturer's standard aluminum barrier (up to 25 foot wide opening per gate leaf), nominal 3.125" by 2.875" diamond 6063-T5 alloy aluminum screen fabric (amplimesh) welded both sides completely, with sway bracing. Leading member of an aluminum barrier 4" schedule 40 round tube, sway braces- 1 1/4 x 1 1/4 x 1/8 square tube uprights- 2 x 2 x .188 square tube. Sway braces bolted to barrier.
- 2. Type: Custom barrier as indicated on Drawings, with sway bracing.
- 3. Provide stanchion to contain free end for severe crash applications; match barrier.

G. Accessories: Provide as required for complete operations installation.

- 1. Child Guards: Provide child and small animal guard on secured side of operator.

2.02 FINISHES

A. Finish: As per manufacture's recommendations

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Verify concrete support slab complies with requirements and verify anchors and conduits are properly installed.
 - 1. Ensure alignment with adjacent construction, fencing, and paving; coordinate with adjacent construction.

3.02 INSTALLATION

- A. Comply with manufacturer's recommendations and installation instructions.
 - 1. Install vertical pivot gate system to provide rigid and secure installation as indicated, straight and true to lines and levels indicated, for free, easy operation.
 - 2. Install components square and level, accurately fitted and free from distortion and free from defects.

- B. Advise Owner regarding programmable features and controls and preset controls according to Owner requirements.
 - 1. Instruct Owner personnel in proper operation, maintenance, and reprogramming of system.

3.03 PROTECTION

- A. Protect vertical pivot gate system from damage during remainder of construction operations; replace components damaged by subsequent construction operations.
- B. Touch-up scratched and damaged surfaces using same primer and finish system applied in shop.

MAPS

Contents

- Gate

Price City Public Works
432 West 600 South
Price, Utah
(435)637-5010
March 16th, 2020

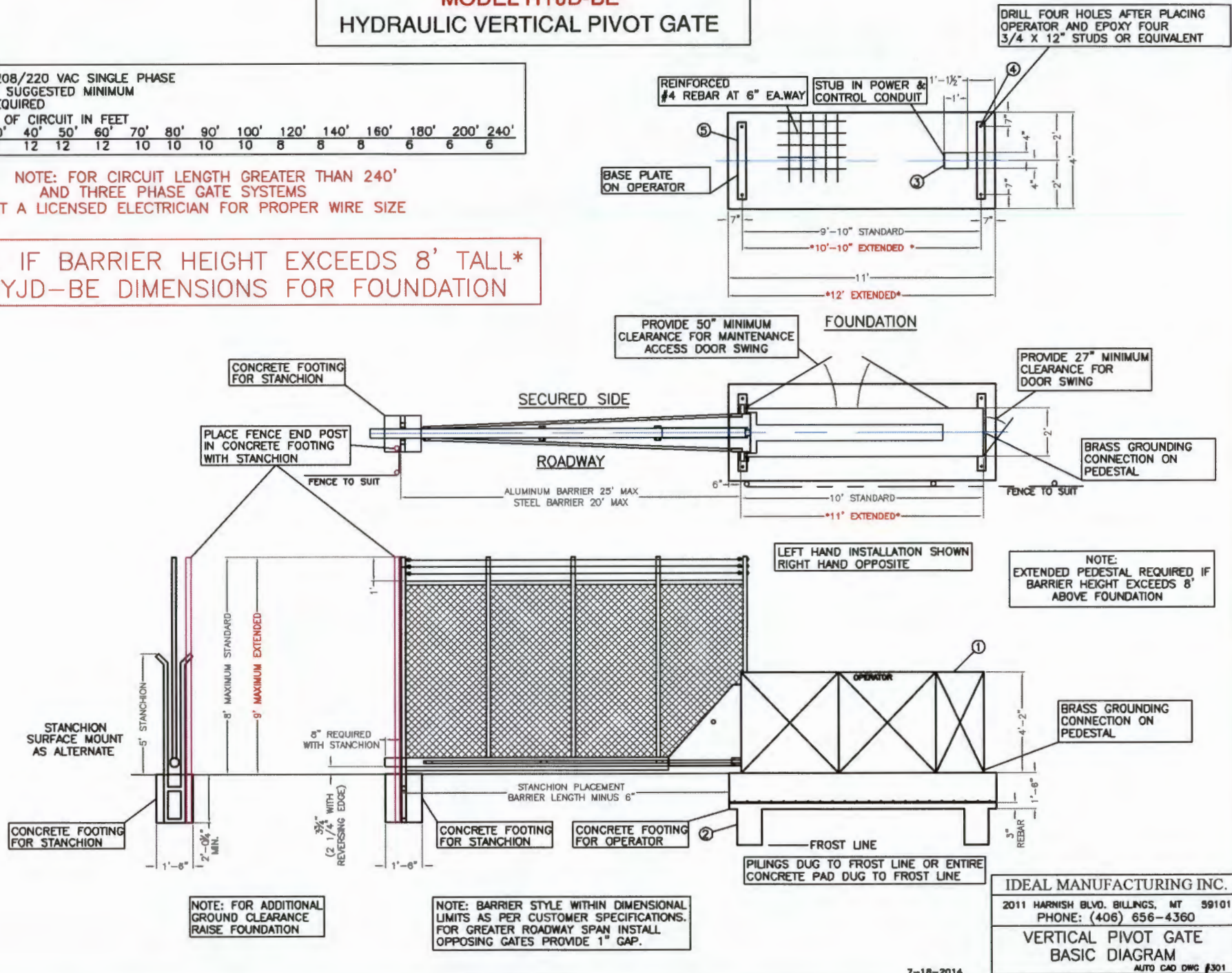
**MODEL HYJD-B
MODEL HYJD-BE
HYDRAULIC VERTICAL PIVOT GATE**

NOTE: STUB IN 208/220 VAC SINGLE PHASE
20 AMP SERVICE SUGGESTED MINIMUM
COPPER WIRE REQUIRED

CAP AMPS	20'	30'	40'	50'	60'	70'	80'	90'	100'	120'	140'	160'	180'	200'	240'
	12	12	12	12	12	10	10	10	10	8	8	8	6	6	6

NOTE: FOR CIRCUIT LENGTH GREATER THAN 240'
AND THREE PHASE GATE SYSTEMS
CONSULT A LICENSED ELECTRICIAN FOR PROPER WIRE SIZE

***NOTE: IF BARRIER HEIGHT EXCEEDS 8' TALL*
USE HYJD-BE DIMENSIONS FOR FOUNDATION**



7-18-2014

IDEAL MANUFACTURING INC.
2011 HARNISH BLVD. BILLINGS, MT 59101
PHONE: (406) 656-4360
**VERTICAL PIVOT GATE
BASIC DIAGRAM**
AUTO CAD DWG #301

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on March 18, 2020 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and Price City of (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyrotechnician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of Six Thousand Five Hundred and No/100 (\$6,500) DOLLARS, in United States Currency, according to the following terms and conditions:

- | | |
|-----------------------------------|-----------------|
| 1. Due upon execution of contract | <u>\$ 3,250</u> |
| 2. Due ten days prior to the show | <u>\$ 3,250</u> |
| Total: | <u>\$ 6,500</u> |

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on July 30, 2020. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyrotechnician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as

required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyrotechnician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

Additional Provisions:

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on March 18, 2020 at Fairfield, UT.

Lantis Productions Inc.

by: 
Kenneth L. Lantis, President

CLIENT

**Executed on behalf of _____ this _____ day of _____, 2020
at Price, Utah.**

by: _____

Title: _____

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show 20107

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: Price City

Billing Address: Price Municipal Corporation; PO Box 893; Price UT 84501

Show Date: July 30,2020 Approximate Time: 10 PM

Length of Show: 15 min

Show Location: Price City, Utah; Wood Hill/Durrant Field Pioneer Park; Park Drive at E 600 N

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2ND Alternate

Paul Bedont, Fire Chief

Wayne Clausing

Name

Name

87 N 200 E

406 S Highway 55

Address

Address

Price, UT 84501

Price UT 84501

City, State, Zip

City, State, Zip

Phone Cell 435-630-6264

Phone Cell 435-650-1893

Home _____

Home _____

Office _____

Office _____

Specific Address of Display Site: Price City, Utah; Wood Hill/Durrant Field Park Drive at E 600 N

Routing to Location from Major Highway:

Extremely Important

Nearest Airport:

Buck David Field

Approximate Distance: 4.8 Miles

Additional Comments. _____ Use reverse side if needed.

INSURANCE CERTIFICATE REQUISITION

Lantis Productions Inc

Show 20107

Client Name: Price City

Address: Price Municipal Corporation; PO Box 893; Price UT 84501

Display Date: July 30, 2019 Approximate Time: 10PM

Location of Display: Price City, Utah; Wood Hill/Durrant Field Pioneer Park, Park Drive at E 600 N

Exact Names of those to be insured: Price Municipal Corporation

Name of Site Property Owner: Price Municipal Corporation

Insurance Certificate is to be issued to: Price City

Name: Paul Bedont

Title: Fire Chief Phone: 435-630-6264

Address: Price Municipal Corporation; PO Box 893; Price UT 84501

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show 20107

Dear Customer: Price City

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.