

Mayor
MICHAEL KOURIANOS

City Attorney
ERIC JOHNSON

City Recorder
JACI ADAMS

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

JOE CHRISTMAN

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

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 05:30 PM on 05/24/2023. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1.PLEDGE OF ALLEGIANCE

2.ROLL CALL

3.SAFETY SECONDS Mayor Kourianos

4.PUBLIC COMMENTS

5.GENERAL BUSINESS/DISCUSSION

- a. INFORMATION UPDATE FOR UDOT ROAD CONSTRUCTION PROJECT ON US-6. Brent Hadfield will be in attendance to explain the schedule and possible effects the project will have on Price area residents.
- b. RECOGNITION AND PRESENTATION TO HONOR GREG DART/USU. Recognition of Greg Dart/USU for his years of service to USU University and the community along with his partnership between USU University and Price City.
- c. PRICE CITY/HEALTHY UTAH COMMUNITY. Sara Braby, Southeast Utah Health Department, will be doing a presentation regarding Price City now being a Healthy Utah Community.
- d. TRAVEL STORYS. LuEssa Averett, Southeastern Utah Association of Local Governments, will be in attendance to talk about different sites that were identified on Travel Storys.
- e. PRICE CITY YOUTH COUNCIL CONTRIBUTION TO CHS AGRICULTURE DEPARTMENT/BEE KEEPING. Price City Youth Council will be in attendance to make a contribution to CHS Agriculture Department for a Bee Keeping project upon completion of MOU.
- f. PROCLAMATION: PRICE CITY PUBLIC WORKS WEEK 2023- Consideration and possible approval for the Mayor to declare May 21-27 as Price City Public Works Week 2023.

6.CONSENT AGENDA

- a. MINUTES for CC 05-10-2023
- b. LEASE - Consideration and possible approval of a five year lease with Quadient Leasing USA Inc. for folder/inserters and postage machines.
- c. PROJECT 3C-2023 PRICE CITY GROUNDS SPRAYING AGREEMENT- Consideration and possible approval of the agreement with Debugger Pest Control to provide spraying of the City's grounds.
- d. PROJECT 4C-2023 PRICE CITY WATER TREATMENT PLANT STUDY AGREEMENT- Consideration and possible approval of the agreement with Hazen and Sawyer to provide a study of the City's Water Treatment Plant.
- e. PROJECT 5C-2023 WATER TRANSMISSION LINE STUDY AGREEMENT- Consideration and possible approval of the agreement with Advanced Engineering & Environmental Services to conduct a study of Price City's Water Transmission line from Colton Springs to the Water Treatment Plant.
- f. PROJECT 7C-2023 400 SOUTH STORMWATER IMPROVEMENTS- Consideration and possible approval of the Engineering Services Agreement with Johansen and Tuttle Engineering for design and construction engineering services for the 400 South Stormwater Improvements Project.
- g. CARBON COUNTY OFFICE OF TOURISM PUBLIC ART GRANT MOU WITH PRICE CITY DESERT WAVE POOL. Consideration and possible approval to accept MOU agreement for public art grant for the Price Desert Wave Pool from the Carbon County Tourism Tax Advisory Board for a public art mural.
- h. BUSINESS LICENSE. Craftee Designs By Jody relocating to 8 E Main St. for Jody Pierce. Cowley Esthetics LLC at 376 N 700 E for Lindsay Cowley. ZooLoo's Clubhouse, LLC at 411 S Carbon Ave. for Katrina Pierucci. RBC Taco LLC/Taco Time at 640 W Price River Dr for Robin & Becky Christensen.

7.UNFINISHED BUSINESS

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

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PROCLAMATION

WHEREAS, in 1960, the **American Public Works Association** (APWA) proposed to have a **National Public Works Week** across the nation; this special week was to be set aside to energize and educate the public on the importance and contribution of public works in their daily lives; and

WHEREAS, Public Works Week is now observed throughout the nation and the world;
Thereto shall **Price City** sponsor its own, **Public Works Week**; and

WHEREAS, the American Public Works Association has selected *“Connecting the World Through Public Works”* as its theme for the 2023 National Public Works Week, which emphasizes how public works is the thread that connects us all through infrastructure and service, no matter where we live in the world, and that every public works professional strives to improve the quality of life for the community they serve, leading to healthier, happier communities; so shall Price City Public Works Week adopt the same theme; and

WHEREAS, we salute and recognize our **Price City Public Works Employees**, their contribution to and continued partnership with all citizens, elected officials, city staff, vendors, consultants, contractors, and government agencies.

NOW, THEREFORE, I, Michael Kourianos, Mayor of the City of Price, do hereby proclaim

May 21-27, 2023 as:

“PRICE CITY PUBLIC WORKS WEEK 2023”

In the City of Price, Carbon County, State of Utah, USA, and I urge all persons to support, appreciate, and celebrate the work performed by our Price City Public Works Employees in

PUBLIC WORKS, ENGINEERING, STREETS & FLEET, and WATER & SEWER.

DATED this 24th day of May, 2023

Michael Kourianos, Price City Mayor

ATTEST: _____
Jaci Adams, Price City Recorder

MINUTES

Minutes of the City Council Meeting
City Hall
Price, Utah
May 10, 2023

Present:

Mayor Pro Tempore
Councilmember Miller

Jaci Adams, City Recorder
Nick Tatton, Community/Human Resources Director
Brandon Sicilia, Chief of Police
Lisa Richens, Finance Director
Miles Nelson, Public Works Director

Councilmembers:

Joe Christman
Rick Davis
Amy Knott-Jespersen

Excused: Mayor Kourianos, Councilmember Marsing

Staff/Others: See Public Meeting Sign-In Sheet

Councilmember Miller called the regular meeting to order at 5:30 p.m. and asked for a motion to authorize him to conduct the regular City Council meeting as Mayor Pro Tempore in the absence of Mayor Kourianos.

MOTION.

Councilmember Davis moved to authorize Councilmember Miller to conduct the regular City Council meeting as Mayor Pro Tempore. Councilmember Christman seconded and motion carried.

Jimmy Darter with Liberty Faith Fellowship offered a word.

1. PLEDGE OF ALLEGIANCE

Mayor Pro Tempore Miller led the Pledge of Allegiance.

2. ROLL CALL

Roll was called with the above Councilmembers and staff in attendance.

3. SAFETY SECONDS

Nick Tatton reminded everyone when driving to always leave enough distance between you and the vehicle in front of you.

4. PUBLIC COMMENT

No public comment was received on any agenda item.

5. GENERAL BUSINESS/DISCUSSION

a. RESOLUTION NO. 2023-09. Consideration and possible approval of a Resolution Amending Price City's Policy and Procedure Regarding Payment of Utility Accounts, Disconnection, Reconnection and Deposit/Fee Schedule.

MOTION.

Councilmember Knott-Jespersen moved to approve Resolution no 2023-09 amending Price City's Policy and Procedure regarding payment of utility accounts, disconnection, reconnection and deposit/fee schedule. Councilmember Christman seconded and motion carried.

b. INTERIM CITY TREASURER. Consideration and possible approval of appointment of Nick Tatton as Interim City Treasurer, expiring upon hiring of a new City Treasurer.

MOTION.

Councilmember Davis moved to approve the appointment of Nick Tatton as Interim City Treasurer, expiring upon hiring of a new City Treasurer. Councilmember Knott-Jespersen seconded and motion carried.

c. ENGINEERING SERVICES AGREEMENT: CULINARY WATER STUDY- Consideration and possible approval of an engineering service agreement with Johansen and Tuttle Engineering to conduct a Culinary Water Study for the southeast area of the City. Study will focus on the City's culinary water system capacity. Project cost is \$18,612.00.

MOTION.

Councilmember Christman moved to approve the engineering service agreement with Johansen & Tuttle Engineering to conduct a Culinary Water Study for the southeast area of the City with the project cost being \$18,612.00. Councilmember Knott-Jespersen seconded and motion carried.

d. TENTATIVE BUDGET. Presentation of the Fiscal Year 2024 Tentative Budget to the City Council by Mayor Pro Tempore Layne Miller.

Mayor Pro Tempore Miller presented the Fiscal Year 2024 Tentative Budget to the City Council for review. Lisa Richens, Finance Director, stated that the budget is still in draft form and being revised.

6. CONSENT AGENDA

Councilmember Davis requested to discuss item c, before entertaining a motion to approve the consent agenda. Councilmember Davis praised Miles Nelson, Public Works Director for the time that has been spent on preparing for this project. Miles Nelson reviewed the process of the project that started last year.

MOTION.

Councilmember Davis moved to approve the consent agenda as listed for items a. thru f. Councilmember Christman seconded and motion carried.

a. MINUTES for 04/26/2023.

b. PRICE CITY YOUTH COUNCIL. Consideration and possible approval to waive the \$40.00 rental fee for the Price City Youth Council for use of Washington Park, May 22, 2023.

c. UPPER COLORADO RIVER BASIN SYSTEM CONSERVATION IMPLEMENTATION AGREEMENT.

Consideration and possible approval of a System Conservation Implementation Agreement to divert 1,257 water shares representing 1,997.8 acre feet of water from the Price-Wellington Canal into the Price River, in exchange for compensation at an estimated rate of \$61.00/acre foot.

d. PROJECT 3C-2023 GROUNDS SPRAYING. Consideration and possible of successful bidders for the project. Schedule A, Price Spray Areas: Debugger Pest Control \$54,154.96; Schedule B, Price-Wellington Canal: Castle Valley Landscaping \$10,428.90.

e. PROJECT 6C-2023 1/2 TON PICKUP. Consideration and possible approval of the purchase of a new pickup truck as per specifications. Successful low bidder – Price Ford \$41,509.00. Amount is within the budgeted funds for this project.

f. BUSINESS LICENSE. Castle Country Cosmic Candy LLC at 49 E 900 N for Steven & Susan Kerr. American Promotional Fireworks inside Walmart at 255 S Hwy 55 for TNT Fireworks. Richardson Contracting at 325 Covecrest St. for Todd & Trey Richardson.

7. UNFINISHED BUSINESS

No unfinished business was discussed or reported.

Mayor Pro Tempore Miller asked for a motion to close the regular City Council meeting.

Councilmember Christman moved to closed the regular City Council meeting. Councilmember Knott-Jespersen seconded and motion carried.

The regular City Council meeting was adjourned at 5:55 p.m.

APPROVED:

ATTEST:

Mayor Pro Tempore Miller

Jaci Adams, City Recorder

LEASE

Customer

Organization	Price Municipal Corporation		
DBA			
Address	185 East Main Street		
City State Zip	Price	UT	84501-3033
Phone	(435) 636-3167	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809

and / or

State Participating Addendum (PA) #:

AR 3975 (UT)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	Price Municipal Corporation		
Attention	Lisa Richens		
Address	185 East Main Street		
City State Zip	Price	UT	84501-3033
Phone	(435) 636-3167	Email	lisar@priceutah.net

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing
QTY	Unit	Description	Unit Price	Total	
60	Months	Lease Payment	\$637.55	\$38,253.00	

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	DS64I-INT3SE	3 Station Expert 2 Auto Fdr + Auto BREFdr + CIS Scanner + Multi License
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXWP10	IX Series 10 lb Weighing Platform
1	ESP01N	15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 "corded" outlet

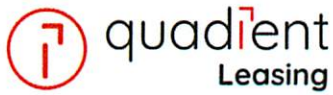
- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
Quadient Leasing USA Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682
- Send all correspondence to:
Quadient Leasing USA Inc.
478 Wheelers Farms Rd
Milford CT 06461

Authorized by

Date

Print Name

Title



Why Wait Program Agreement

The Quadient Leasing Why Wait program entitles you to upgrade your Quadient equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number N18072806 through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- If a subscription to the Impress Platform is included on the New Lease, then any associated Usage Fees will be in addition to the payments on the Current Lease and the New Lease.
- The replaced products from the Current Lease must be returned to us within thirty (30) days of the effective date of this agreement.

Company: Price Municipal Corporation

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Company: Quadient Leasing USA Inc.

Signature : _____

Name (printed): _____

Title: _____

Date: _____

AGREEMENT

Price City Corporation – Project #3C-2023 Price City Grounds Spraying

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: *DeBugger Pest Control*

B. Address: *124 Duchesne Street
Helper, Utah 84526*

C. Telephone Number: *(435)630-0653*

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:

Price City Grounds Spraying – Project #3C-2023

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

Apply fertilizer, insecticide, glyphosate and grass safe herbicide within City Limits.

1.4 PUBLIC WORKS DIRECTOR

A. Price City Designee, the OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the OWNER/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 completion of the PROJECT described herein.

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

Schedule A

Round One – Summer Spray (June or July)

Round Two – Early Fall (September)

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

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

Fifty-Four thousand One hundred Fifty-Four Dollars and Ninety-Six cents - \$54,154.96.

2.2 CONTRACT TIME

A. The Work will be completed 180 calendar days after May 16th, 2022, 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. 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.

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the OWNER'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 cents (\$ 100.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the OWNER'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 all invoices requesting payment for this project. OWNER will process the payment. Final payment (contract completion) will require an *Application For Payment* to be reviewed and signed by the CONTRACTOR.
- 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

Project Scope

Project Description

Schedule A: Price City Spray Areas

Schedule B: Price/Wellington Canal Spraying

Contract Time For Schedule A And B

Contractor Responsibility

Contractor Submittals With Bid

Bid Form

Maps

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

- a. Addenda

N/A

- b. 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: Jaci Adams

Title: City Recorder

SEAL

CONTRACTOR

Name: De Bugger Pest Control

Address: 124 Duchasne Street
Helper UT 84526

[CORPORATE SEAL]

By: [Signature]

SEAL

AGREEMENT FOR PROFESSIONAL SERVICES

Between

Price City

And

Hazen and Sawyer

FOR

**Price Canyon Water Treatment
Plant Improvements Study Project
Number 4C-2023**

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OWNER: [Price City]

PROJECT: [Price Canyon Water Treatment Plant
Improvements Study Project Number 4C-
2023]

**AGREEMENT BETWEEN Price City AND HAZEN AND SAWYER
FOR PROFESSIONAL SERVICES**

This Agreement, dated the 17th day of May, 2023 is made and entered into between

Price City (Owner, hereinafter "**OWNER**")

185 East Main Street

Price, Utah 84501

and

Hazen and Sawyer (hereinafter "**ENGINEER**")

10619 South Jordan Gateway Suite 130

South Jordan, Utah 84095.

WHEREAS, **OWNER's** Project, of which **ENGINEER's** services under this Agreement are a part, is generally identified as follows:

Price Canyon Water Treatment Plant Improvements Study,
(hereinafter "**PROJECT 4C-2023**"); and

WHEREAS, **OWNER** requests **ENGINEER's** services in connection with the **PROJECT4C-2023**;

NOW THEREFORE, in consideration of the mutual promises herein contained, **OWNER** and **ENGINEER** agree as follows:

Art. 1 THE AGREEMENT DOCUMENTS

- 1.1 Included Documents. The Agreement consists of: (1) this Agreement, including Schedule A, Scope of Services, and Schedule B, Compensation, attached hereto.
- 1.2 Entire Agreement. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.3 Modification. **Unless otherwise provided for herein**, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing and executed by **OWNER** and **ENGINEER**.

Art. 2. SCOPE OF SERVICES AND DIVISION OF RESPONSIBILITIES

2.1 OWNER Responsibilities. In addition to other responsibilities of **OWNER** as set forth in this Agreement, **OWNER** must designate its representative to fulfill the following responsibilities, at its expense, which **ENGINEER** shall rely upon:

- a) Provide **ENGINEER** with all criteria and full information as to **OWNER's** requirements for the **PROJECT**, including design objectives and constraints, flexibility, expandability, capacity and performance requirements, budgetary limitations, operating and testing data, as-built drawings, and previous reports if any. Provide **ENGINEER** with copies of all design and construction standards that **OWNER** will require to be included in the Drawings and Specifications, and provide copies of **OWNER's** standard forms, conditions, and related documents for **ENGINEER** to include in the bid documents, when applicable.
- b) Provide to **ENGINEER** any other available information pertinent to the **PROJECT** including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- c) Following **ENGINEER's** assessment of initially-available **PROJECT** data and upon **ENGINEER's** request, provide or make available such additional **PROJECT** related information and data as is reasonably required to enable **ENGINEER** to complete its services. Such additional information or data includes the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the **PROJECT**, the Site, and adjacent areas.
 6. Data or consultations as required for the **PROJECT** but not otherwise identified in the Agreement or the Exhibits thereto.
- d) Provide prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of the presence at the Site of any environmental concern, or of any other development that affects the scope or time of performance of **ENGINEER** services, or any defect or nonconformance in **ENGINEER** services, the Work, or in the performance of any contractor.

- e) Arrange safe access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under the Agreement.
- f) Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the **PROJECT** designed or specified by **ENGINEER** and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the **PROJECT**.

Art. 3. NOTICE TO COMMENCE WORK AND DURATION OF AGREEMENT

- 3.1 Commencement. **ENGINEER** is authorized to begin rendering services as of the effective date and issuance of Notice-to-Proceed and will terminate either: (1) upon the satisfactory completion of **ENGINEER's** scope of services set forth in Schedule A; (2) on the date specified in Schedule B, if such date is specified, as applicable; or (3) as otherwise terminated under this Agreement.
- 3.2 Time for Completion. **ENGINEER** shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Schedules A and/or B. If, through no fault of **ENGINEER**, such periods of time or dates are changed, or the orderly and continuous progress of **ENGINEER's** services is impaired, or **ENGINEER's** services are delayed or suspended, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. If **OWNER** authorizes changes in the scope, extent, or character of the **PROJECT**, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. **OWNER** shall make decisions and carry out its other responsibilities in a timely manner so as not to delay **ENGINEER's** performance of its services.

Art. 4. PAYMENT AND BILLING

- 4.1 Payment Amount(s). As compensation for the services to be performed by **ENGINEER**, **OWNER** shall pay **ENGINEER** the amount(s) set forth in Schedule B, attached hereto. The method of compensation shall be set forth in Schedule B. **OWNER** agrees only to be liable for payment to **ENGINEER** for **ENGINEER's** proper performance of services, as provided for in Schedule B.
- 4.2 Invoicing and Documentation. **ENGINEER** shall keep accurate back-up documentation of the time expended in executing its scope of work. Payment for services performed by **ENGINEER** shall be based upon **ENGINEER's** satisfactory completion of services as properly invoiced and documented by **ENGINEER**. **ENGINEER's** invoices and documentation shall be subject to verification by **OWNER** prior to payment. Invoices submitted by **ENGINEER**, at a minimum, shall:
 - a) accurately describe the services rendered during the invoice period;

- b) identify any other authorized expenses incurred hereunder; and
- c) make reference to this Agreement, and otherwise identify the invoice in such manner as **OWNER** may reasonably require.

All invoices and billing documentation shall be sent to **OWNER** at the following address:

Price City
Attention: John Procarione
432 West 600 South
Price, Utah 84501

- 4.3 Failure to Pay. If **OWNER** fails to make any payment due to **ENGINEER** for services and expenses within 30 days after receipt of **ENGINEER's** invoice, then:
 - a) amounts due to **ENGINEER** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the thirtieth day; and
 - b) **ENGINEER** may, after giving seven days written notice to **OWNER**, suspend services under this Agreement until **OWNER** has paid in full all amounts due for services, expenses, and other related charges. **OWNER** waives any and all claims against **ENGINEER** for any such suspension.
- 4.4 Disputed Invoices. If **OWNER** contests an invoice, **OWNER** shall promptly advise **ENGINEER** of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- 4.5 Legislative Actions. If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on **ENGINEER's** services or compensation under this Agreement, then **ENGINEER** may invoice such new taxes, fees, or charges as a reimbursable expense. **OWNER** shall reimburse **ENGINEER** for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which **ENGINEER** is entitled under the terms of Schedule B.
- 4.6 Opinions of Probable Construction Cost. **ENGINEER's** opinions of probable construction cost are to be made on the basis of **ENGINEER's** experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because **ENGINEER** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **ENGINEER** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs prepared by **ENGINEER**. If **OWNER** requires greater assurance as to probable construction cost, **OWNER** must employ an independent cost estimator.
- 4.7 Opinions of Total Project Costs. The services, if any, of **ENGINEER** with respect to total project costs shall be limited to assisting the **OWNER** in collating the various

cost categories which comprise total project costs. **ENGINEER** assumes no responsibility for the accuracy of any opinions of total project costs.

Art. 5. DATA AND INFORMATION

- 5.1 All documents are instruments of services in respect to this **PROJECT** and **ENGINEER** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of **ENGINEER**) whether or not the **PROJECT** is completed. **OWNER** shall not rely in any way on any document unless it is in printed form, signed or sealed by **ENGINEER** or one of its consultants.
- 5.2 **OWNER** may make and retain copies of documents for information and reference in connection with use on the **PROJECT** by **OWNER**. **ENGINEER** grants **OWNER** a limited license to use the documents on the **PROJECT**, extensions of the **PROJECT**, and for related uses of the **OWNER**, subject to receipt by **ENGINEER** of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) **OWNER** acknowledges that such documents are not intended or represented to be suitable for use on the **PROJECT** unless completed by **ENGINEER**, or for use or reuse by **OWNER** or others on extensions of the **PROJECT**, on any other project, or for any other use or purpose, without written verification or adaptation by **ENGINEER**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **ENGINEER**, as appropriate for the specific purpose intended, will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **OWNER** shall indemnify and hold harmless **ENGINEER** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **ENGINEER**; and (4) such limited license to **OWNER** shall not create any rights in third parties.
- 5.3 If **ENGINEER** at **OWNER's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the **PROJECT** or for any other purpose, then **OWNER** shall compensate **ENGINEER** at rates or in an amount to be agreed upon by **OWNER** and **ENGINEER**.

Art. 6. SUBCONTRACTING

Performance of this Agreement shall not be subcontracted in whole or in part without the consent of **OWNER** which shall not be unreasonably withheld. In the event **OWNER** consents to such subcontract, **ENGINEER** shall remain bound by the terms of this Agreement until the satisfactory completion of all work hereunder or the termination or expiration hereof, whichever shall first occur. **ENGINEER** may employ consultants as **ENGINEER** deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by **OWNER**.

Art. 7. CONFLICTS OF INTEREST

- 7.1 Neither **ENGINEER** nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with **ENGINEER's** loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 7.2 **ENGINEER** agrees that none of its officers or employees shall, during the duration of this Agreement, serve as an expert witness against **OWNER** in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of **OWNER** for the work performed under this Agreement or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.3 In the event **ENGINEER** is permitted to utilize subcontractors to perform any services required by this Agreement, **ENGINEER** agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Article 7.

Art. 8. SUSPENSION OF SERVICES

- 8.1 By OWNER. **OWNER** may suspend, delay, or interrupt the **PROJECT** for up to 60 days upon 7 days written notice to **ENGINEER**. The written notice must be in advance of the effective time and date of suspension and will fix the date on which performance of such services will be resumed. **ENGINEER** shall be entitled to an adjustment in compensation, an extension of time, or both, directly attributable to any such suspension, to the extent that such suspension was not due to any fault of **ENGINEER**.
- 8.2 By ENGINEER. **ENGINEER** may suspend, delay, or interrupt its services, or any portion thereof, for a period of 60 days upon 7 days written notice to **OWNER** for nonpayment.

Art. 9. TERMINATION

- 9.1 Termination for Cause by Either Party. Either party may terminate this Agreement at any time for cause by giving the other party **seven days** written notice if the other party fails to perform its obligations under this Agreement and fails to cure within such **seven day** period.
- 9.2 Termination for Cause by ENGINEER. Upon seven days written notice if **OWNER** demands that **ENGINEER** furnish or perform services contrary to **ENGINEER's** responsibilities as a licensed professional; or upon seven days written notice if **ENGINEER's** services for the **PROJECT** are delayed or suspended for more than 60 days for reasons beyond **ENGINEER's** control, **ENGINEER** may terminate this

Agreement. **ENGINEER** shall have no liability to **OWNER** on account of such termination.

- 9.3 Termination for Convenience. **OWNER** may terminate this Agreement at any time with or without cause upon at least **fourteen days** written notice to **ENGINEER**. In the event of such a termination for convenience, **ENGINEER** will be paid for that portion of the work satisfactorily completed prior to termination.
- 9.4 Payments Upon Termination. In the event of any termination, **ENGINEER** will be entitled to invoice **OWNER** and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. In the event of termination by **OWNER** for convenience or by **ENGINEER** for cause, **ENGINEER** shall be entitled, in addition to invoice **OWNER** and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with **ENGINEER's** subcontractors or consultants, and other related close-out costs.

Art. 10. CHANGES IN THE SERVICES

- 10.1 Written Change Order. **OWNER** may, by written order to **ENGINEER**, request additional services, issue revisions or direct the omission of services within the general scope of this Agreement. Any additional services shall be performed upon execution of an applicable change order regarding compensation and extensions of time. No changes will be made absent specific written direction and agreement for payment.
- 10.2 Equitable Adjustment. If such changes cause an increase or decrease in **ENGINEER's** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment may be made in price and/or time of performance, provided that any claim for an adjustment must be made in strict accordance with the terms of this Agreement. **ENGINEER** shall submit such claim in writing within **30 days** of receipt of said written order.

Art. 11. NOTICES

All notices or orders provided for in this Agreement shall be in writing, addressed to the appropriate party at the address which appears below (or as modified in writing by such party) and given personally, by United States mail (return receipt requested), or by a courier service. All notices shall be effective upon the date of receipt.

OWNER if mailed by certified or registered mail, postage prepaid to:

Price City
Attention: John Procarione
432 West 600 South
Price, Utah 84501;

or

ENGINEER if mailed by certified or registered mail, postage prepaid to:

Hazen and Sawyer
Attention: Parry Osborn
10619 S Jordan Gateway
South Jordan, Utah 84095.

Art. 12. CLAIMS AND DISPUTES

- 12.1 Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the state where the **PROJECT** is located.
- 12.2 Dispute Resolution Procedure. **OWNER** and **ENGINEER** each hereby waives any rights it may have to a trial by jury of any such litigation. Further, any such claims or disputes and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the state in which the **PROJECT** is located.
- 12.3 Neither **OWNER** nor **ENGINEER** shall be liable to the other for any special, incidental, indirect or consequential damages whatsoever arising out of or relating in any way to this Agreement.

Art. 13. INSURANCE

- 13.1 ENGINEER Coverage. **ENGINEER** shall procure and maintain insurance as set forth below. **ENGINEER** shall cause **OWNER** to be listed as an additional insured on any applicable general liability insurance policy carried by **ENGINEER**.
- 13.2. Minimum Coverage of ENGINEER. **ENGINEER** shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies and have an A.M. Best's rating of A-VII or higher:
- (a) Worker's Compensation & Disability Insurance as required by all applicable state and federal laws.
 - (b) Employer's Liability with limits of **\$500,000** each accident, **\$500,000** Disease (each employee) and **\$500,000** Disease (policy limit).
 - (c) Comprehensive General Liability with minimum limits of **\$1,000,000** per occurrence and **\$1,000,000** in the aggregate.
 - (d) Professional Liability with limits of not less than **\$1,000,000**, per claim and **\$1,000,000** in the aggregate, insuring the professional liability of **ENGINEER**.
 - (e) Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of **\$1,000,000** combined single limit.

- (f) Other Insurance Coverage Requirements:
N/A
-

- 13.3 Certificates of Insurance. **ENGINEER** shall deliver to **OWNER** certificates of insurance evidencing the coverages indicated in Sections 13.1 and 13.2 above. Such certificates shall be furnished prior to commencement of **ENGINEER's** services and at renewals thereafter during the life of the Agreement.
- 13.4 At any time, **OWNER** may request that **ENGINEER** or its consultants, at **OWNER's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles.
- 13.5 Cancellation, Renewal or Modification. Should coverage afforded under any policy be canceled, non-renewed, materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period), or allowed to expire, **ENGINEER** shall provide **OWNER** with at least 30 days prior written notice or, in the event of non-payment, ten days prior written notice.
- 13.6 Failure to Maintain Insurance. In the event **ENGINEER** fails to maintain any of the insurance required under this Agreement, it shall constitute a material breach of this Agreement.

Art. 14. INDEMNIFICATION

- 14.1 Indemnification by ENGINEER. To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless **OWNER**, and its officers and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, reasonable attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **ENGINEER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.2 Indemnification by OWNER. **OWNER** shall indemnify and hold harmless **ENGINEER** and its shareholders, directors, officers, agents and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **OWNER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.3 Environmental Indemnification. To the fullest extent permitted by law, **OWNER** shall indemnify and hold harmless **ENGINEER**, and its shareholders, directors, officers, agents and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of **ENGINEER**, architects, attorneys and other professionals, and all court, arbitration, or other

dispute resolution costs) caused by, arising out of, relating to, or resulting from a environmental concern at, on, or under the site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to the injury or to destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate **OWNER** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- 14.4 Mutual Waiver. To the fullest extent permitted by law, **OWNER** and **ENGINEER** waive against each other, and the other's shareholders, directors, officers, agents and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **PROJECT**.
- 14.5 This Article 14, Indemnification, shall survive the termination of this Agreement.
- 14.6 Both parties acknowledge and agree that the foregoing obligations are specific considerations for this Agreement and without such duties and obligations neither party would enter this Agreement.

Art. 15. PERFORMANCE STANDARDS

- 15.1 Standard of Care. **ENGINEER** shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of similar size and complexity at the time the services are performed. **ENGINEER** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **ENGINEER's** services.
- 15.2 Reliance on Others. Subject to the standard of care set forth in Article 15, **ENGINEER** and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 15.3 **ENGINEER** shall not be required to sign any documents, no matter by whom requested, that would result in **ENGINEER** having to certify, guarantee, or warrant the existence of conditions whose existence **ENGINEER** cannot ascertain. **OWNER** agrees not to make resolution of any dispute with **ENGINEER** or payment of any amount due to **ENGINEER** in any way contingent upon **ENGINEER** signing any such documents.
- 15.4 During construction, **ENGINEER** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents.
- 15.5 During construction, **ENGINEER** shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- 15.6 During construction, **ENGINEER** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other person (except **ENGINEER**; own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by **ENGINEER**.

Art. 16. RECORDS

- 16.1 If the services to be performed hereunder relate to a state or federal government contract, the Comptroller General of the United States and the department or agency of the government having cognizance over this Agreement, and any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of **OWNER** or **ENGINEER** involving transactions related to this Agreement.
- 16.2 **ENGINEER** shall grant access to such records until the expiration of **three years** after final payment under this Agreement.

Art. 17. AUDIT RIGHT AND RETENTION OF RECORDS

- 17.1 **OWNER** shall have the right to audit the books and records of **ENGINEER**. **ENGINEER** shall keep such records and accounts as may be necessary in order to record complete and correct entries related to the **PROJECT**.
- 17.2 **ENGINEER** shall preserve and make available, at reasonable times for examination and audit by **OWNER** all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement until the expiration of **three years** after final payment under this Agreement.

Art. 18. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and **ENGINEER's** officers, directors, members, partners, agents, employees, and Consultants, to **OWNER** and anyone claiming by, through, or under **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the **PROJECT** or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** or **ENGINEER's** officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by **ENGINEER** under this Agreement.

Art. 19. SUCCESSORS AND ASSIGNEES

This Agreement is to be binding on the heirs, successors and assignees of **OWNER** and **ENGINEER**, but is not to be assigned by either **OWNER** or **ENGINEER**, without first obtaining the written consent of the other.

Art. 20. MUTUAL WAIVER OF BREACH AND MATERIALITY

Failure by **either party** to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. **OWNER** and **ENGINEER** agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Art. 21. PERMITS, LICENSES, NOTICES AND COMPLIANCE WITH LAWS

- 21.1 **ENGINEER** shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of services under this Agreement.
- 21.2 **ENGINEER** shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by **OWNER**, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 21.3 **ENGINEER's** decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 21.4 **ENGINEER** shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, **ENGINEER** shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 21.5 **ENGINEER** shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of

compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Art. 22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **OWNER** elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within **seven days** after the finding by the court becomes final.

Art. 23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of **OWNER** and **ENGINEER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Art. 24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Articles of this Agreement shall prevail and be given effect.

Art. 25. PROJECT SPECIFIC TERMS

The following additional **PROJECT** specific terms and conditions are:

Art. 26. COUNTERPARTS

This Agreement may be executed in **counterparts**, each of which shall be deemed to be an original.

Art. 27. APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date which is indicated on page 1.

OWNER:

Price Municipal Corporation

By: _____

Name: Michael Kourianos, Mayor

Date Signed: _____

Address for giving notices:

185 East Main Street – P.O. Box 893

Price, Utah 84501

Designated Representative:

Name: Miles C. Nelson

Title: Public Works Director

Phone Number: (435) 637-5010

Facsimile Number: (435) 637-5031

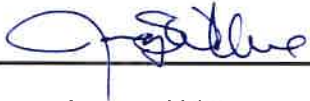
Email Address: milesn@priceutah.net

Attest: _____

Jaci Adams, City Recorder

ENGINEER:

Firm Name: Hazen and Sawyer

Signature  _____

Printed Name Jeremy Williams

Date Signed: 5/18/2023

Address for giving notices:

10619 South Jordan Gateway, Suite 130

South Jordan, UT 84095

Designated Representative:

Name: Parry Osborn

Title: Associate

Phone Number: 385-342-1081

Email Address: posborn@hazenandsawyer.com

SCHEDULE A
SCOPE OF SERVICES

Price City

Price Canyon Water Treatment Plant Improvements Study

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

Task 100 – Kickoff and Data Review

The purpose of this task is to kick off the project and gather the needed background data. Hazen will schedule and hold a virtual kickoff meeting with City staff to discuss project goals and key issues. We will identify team members and their roles on the project. Hazen will also produce a data request to the City. The information requested will include historical water quality, flow rates, treatment parameters, chemical usage, etc. This data will be used as we plan future improvements.

Hazen staff will also make a site visit to the plant to make sure we are completely familiar with the current condition of the plant. We will plan for our process, electrical, instrumentation, and structural engineers to walk through and inspect the current condition of the plant.

Meetings/Workshops

- Virtual Kickoff Meeting
- Hazen Site Visit to Plant (May be postponed until plant is running)

Deliverables

- Kickoff Meeting Minutes

Task 200 – Scope Asset Management

Hazen will identify and evaluate asset management options for the City. Subtasks will include,

- 201 – Identify Asset Management Options
- 202 – Evaluate Asset Management Options
- 203 – Select Preferred Asset Management Option
- 204 – Technical Memorandum

Meetings/Workshops

- Asset Management Scoping Meeting (Held Virtually)

Deliverables

- Asset Management Scoping Technical Memorandum

Task 300 – Treatment Process and Treatment Technology Screening

The first step in this task will be to coordinate with the Division of Drinking Water (DDW). We will complete a project notification form to notify DDW of the project and get an engineer assigned. Once we have an engineer assigned, we will begin discussions with DDW to understand their requirements for the project and understand any special needs (i.e. piloting) that DDW will impose on the project.

To complete the treatment process and technology screening, Hazen will do a high-level reservoir water quality assessment to identify how reservoir water quality impacts raw water quality. We will review historical water quality data and define raw water quality parameters to guide the treatment process selection. Once the water quality is defined, we will evaluate different treatment technologies and how they might work for the City's plant. Processes that we will evaluate include,

- River Diversion
- Pre-Sed
- Grit Removal/Sand Trap
- Flash Mix:
- Flocculation
- Sedimentation
- Filtration
- Backwash Storage
- Residuals management
- Chemical Storage and Feed
- Disinfection
- Finished Water Storage
- Advanced Treatment (Ozone)

Meetings/Workshops

- Treatment Process Workshops (2 virtual meetings)
- Treatment process Evaluation (1 virtual meeting)
- Coordination with DDW (Project notification form, Conference calls)

Deliverables

- Technical Memorandum
- Meeting Minutes

Task 400 – Ozone Bench Scale Testing (Optional)

The purpose of this task would be to collect information to inform ozone planning and design. If desired Hazen can add budget to perform the following subtasks.

- Collect water samples to send to the lab for bench scale testing.
- Test multiple ozone dosages to determine optimal demand decay and bromate formation.
- Make recommendations for ozone dosage for full scale.

- Ozone Technical memorandum.

Meetings/Workshops

- None

Deliverables

- Ozone Technical Memorandum

Task 500 – Preliminary Layouts

Based on the treatment scheme selected, Hazen will create a process flow diagram, site layout, and hydraulic profile showing the proposed processes.

Meetings/Workshops

- None

Deliverables

- Process Flow Diagram
- Hydraulic Profile
- Site Layout

Task 600 – Basis of Design Report

Hazen will take all the previously completed work and compile it into a basis of design report (BODR). Hazen will provide a draft to Price City for review and hold a review workshop with your staff. Comments made in the review meeting will be incorporated into a final BODR.

Meetings/Workshops

- Basis of Design Report Review Workshop (Virtual)

Deliverables

- Draft Basis of Design Report
- Final Basis of Design

Task 700 – Cost Estimate

A planning level cost estimate (AACE Class 4) will be provided to help inform future funding needs.

Meetings/Workshops

- None

Deliverables

- Cost Estimate

Task 800 – Filter Media Replacement Project (Optional)

The purpose of this task would be to prepare a design package to replace the media in the existing filter. If desired, Hazen can add budget to perform the following subtasks.

- Draft media replacement package
- Final media replacement package

Meetings/Workshops

- Review Meeting w/Price City
- Pre-Bid Meeting

Deliverables

- Front End Documents (Hazen Standard)
- Technical Specifications (Summary of Work, Coordination with Owner's Operations, Submittal Procedures, Checkout and Startup Procedures, Disinfection, and Filter Media Specification)
- Drawings/Figures (Site Plan/Area Plan, Filter Building Plan, Filter Plan View, Filter Sections, and Details)

Task 900 – Pilot Testing (Optional)

Depending on the discussions with DDW, piloting may be required. The scope and fee for the optional pilot testing, if required, will be determined at a later date.

TIME OF COMPLETION

Task Number	Task Name	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24
100	Kickoff/ Data Review																								
200	Scope Asset Management																								
300	Treatment Process/Technology Screening																								
400	Preliminary Layouts																								
500	Basis of Design Report																								
600	Cost Estimate																								

SCHEDULE B
COMPENSATION

Price City

Price Canyon Water Treatment Plant Improvements Study

OWNER shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Task amounts are not limits and may be exceeded provided that the total amount is not exceeded. Compensation shall be on a fixed-price lump sum basis. Invoices will be sent monthly based on the percent of the project completed.

Task	Description	Hours	Labor	Direct Expense	Total
100	Kickoff/ Data Review	66	\$ 12,960	\$ 200	\$ 13,160
200	Scope Asset Management	66	\$ 10,570	\$ -	\$ 10,570
300	Treatment Process/Technology Screening	210	\$ 36,910	\$ -	\$ 36,910
400	Ozone Bench Scale Testing	0	\$ -	\$ -	\$ -
500	Preliminary Layouts	57	\$ 9,750	\$ -	\$ 9,750
600	Basis of Design Report (BODR)	114	\$ 19,630	\$ -	\$ 19,630
700	Cost Estimate	26	\$ 5,490	\$ -	\$ 5,490
800	Filter Media Replacement Project	0	\$ -	\$ -	\$ -
900	Optional Pilot Testing	0	\$ -	\$ -	\$ -
1000	Project Management	38	\$ 9,120	\$ -	\$ 9,120
				Total =	\$ 104,630

**GENERAL ENGINEERING SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

This is an Agreement effective as of _____, between PRICE MUNICIPAL CORPORATION ("OWNER") and ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC ("ENGINEER"). OWNER retains ENGINEER to perform General Engineering Professional Services for an indefinite number of projects ("Assignments or Services"). The parties enter into this Agreement for the purpose of creating a general agreement that will provide standard and uniform terms for certain subsequent agreements to be entered into between ENGINEER and OWNER.

ARTICLE 1 – ENGINEER’S SERVICES

1.01 Scope

- A. ENGINEER shall provide the services set forth in Exhibit A or as approved in writing by OWNER and shall not be responsible to provide any services not expressly contained in Exhibit A (Scope of Work).
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services set forth in Exhibit A.
- C. Upon execution of an Assignment Order by OWNER and ENGINEER, services will be performed by ENGINEER in accordance with this Agreement and its exhibits, and as limited or expanded upon by the terms agreed upon in the Assignment Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 ENGINEER’s services will be performed within the time period or by the date stated in Exhibit A or as approved by OWNER.

3.02 If ENGINEER’s services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation.

3.03 General Engineering Services are limited to 8 to 24 hours per week unless prior written approval is provided. Assignments (projects) that will exceed these limited hours per week by more than 10% will require prior written approval.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

- A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:
 - 1. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined in Exhibit C.
 - 2. Or, if both the Owner and the Engineer agree to a defined Scope of Work, a Lump Sum amount may be agreed to a defined Scope of Work, a Lump Sum amount may be agreed upon.

4.02 Other Provisions Concerning Payment

- A. Adjustments. ENGINEER's compensation is conditioned on time to complete each Assignment. Should the time to complete an Assignment be extended beyond this period, due to reasons not the fault of ENGINEER, compensation to ENGINEER shall be appropriately adjusted.
- B. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to by the parties at the time such services are authorized by OWNER.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

- 5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignments or Services on behalf of their respective party.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Consultants: Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- C. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- E. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

6.02 Use of Documents

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Assignment or Project is completed. Owner shall not rely, in any way, on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance, by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures shall be set forth in an exhibit to this Agreement.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise during storage or transmittal, the party receiving electronic files agrees that it will perform acceptance tests or procedures within ten days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any data deficiencies detected within the ten-day acceptance period will be corrected, if possible, by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents,

subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) the Documents are instruments of study and report services only, and are not final design or construction documents, (3) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (4) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (5) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (6) nothing in this paragraph shall create any rights in third parties.

6.03 Insurance

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.04 Termination

- A. Termination for Cause: The obligation to continue performance under this Agreement may be terminated:
 - 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - 2. By Engineer:
 - a. upon seven days written notice if Engineer believes that Engineer is being required by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
 - c. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 6.04.A.2.
 - 3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.04.A.1. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- B. Termination for Convenience: Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner.
 - C. The terminating party under Paragraphs 6.04.A or 6.04.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - D. In the event of any termination under Paragraph 6.04, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 6.05 Controlling Law
- A. This Agreement is to be governed by the law of the State of Utah, without regard to its conflicts of laws principles.
- 6.06 Successors, Assigns, and Beneficiaries
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.
- 6.07 Dispute Resolution
- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute, after which, if negotiations are unsuccessful, the parties may exercise their rights at law.
- 6.08 Environmental Condition of Site

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. Indemnification by Owner: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner

or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to this Assignment or to the Project.

- C. Environmental Indemnification: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment or Project.

6.10 Limitation of Engineer's Liability

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment, this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$50,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

6.11 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Assignment.
- F. Executed in Counterparts: This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. Agreement – This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C.

§§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. Construction Cost – The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, but does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
7. Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Assignment as Engineer's independent professional associates and consultants, subcontractors, or vendors.
8. Documents – Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic media format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. Effective Date – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. Engineer – The individual or entity named as such in this Agreement.
11. Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
12. Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
13. Owner – The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
14. PCBs – Polychlorinated biphenyls.
15. Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
16. Project – The total study, design, and construction to be carried out by Owner through its employees, agents, design professionals, consultants, contractors, and others, of which the Assignment is a preliminary part.

17. Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
18. Site – Lands or areas where the subject matter of the Assignment or the Project is located.
19. Total Project Costs – The total cost of study, design, and construction of the Project, including Construction Cost and all other Project construction labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 2 pages.
- B. Exhibit B, not used.
- C. Exhibit C, "Payments to Engineer," consisting of 3 pages.
- D. Exhibit D, not used.

8.02 Total Agreement

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Assignment and the responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement

8.05 Total Agreement

This Agreement together with the Exhibits identified in paragraph 8.01, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date which is indicated on page 1.

OWNER:

Price Municipal Corporation

By: _____

Name: Michael Kourianos, Mayor

Date Signed: _____

Address for giving notices:

185 East Main Street – P.O. Box 893

Price, Utah 84501

Designated Representative:

Name: Miles C. Nelson

Title: Public Works Director

Phone Number: (435) 637-5010

Facsimile Number: (435) 637-5031

Email Address: milesn@priceutah.net

Attest: _____

Sherrie Gordon, City Recorder

ENGINEER:

Advanced Engineering and Environmental
Services, LLC

By: 

Name: Sam Fankhauser

Date Signed: 5/18/2023

Address for giving notices:

3400 N Ashton Blvd Ste 105

Lehi, UT 84043

Designated Representative:

Name: Sam Fankhauser

Title: Operations Manager

Phone Number: 801-889-9286

Facsimile Number: N/A

Email Address: sam.fankhauser@ae2s.com

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

ARTICLE 1 – ENGINEER’S SERVICES**A1.01 Scope**

- A. Perform project and contract administration, coordinate project team meetings, and monitor project budget and schedule.
- B. Review existing documentation related to the project, including reports, city records, and existing maps. Work with OWNER to transfer specific knowledge related to the project.
- C. Walk the pipeline alignment, take photographs, and document conditions of the above ground structures. Perform full survey of pipeline and convert into CAD files.
- D. Perform up to 125 soil resistivity tests. Identify highly corrosive conditions and select locations for direct pipe condition assessment.
- E. Perform up to 10 direct pipe condition assessments via ultrasonic testing. Collect soil samples for soil box resistivity testing and laboratory analysis. The OWNER is responsible for excavation of the 10 locations. The excavations should include one pipe joint for inspection or approximately 10 to 15 feet in length of pipe.
- F. Analyze the results of the field and laboratory investigations. Propose action for identified section of pipeline, whether no action is necessary, or pipe requires rehabilitation or replacement.
- G. Formalize a report that includes the recommendations for improvement and provide estimated design and construction costs with associated estimated schedule.

A1.02 Proposed Fee Schedule

TASKS	\$94,970
Project Management	\$15,290
Document Review and Staff Consultation	\$6,010
Visual Inspection and Mapping	\$23,600
Soil and Wall Thickness Testing	\$15,600
Field Investigation Results Review	\$22,966
Recommendations	\$4,560
Develop Report	\$6,944

ARTICLE 2 – OWNER’S RESPONSIBILITIES

A2.01 General

- A. Provide Engineer with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- C. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- D. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- E. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

Payments to Engineer

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 - 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 - 3. The total compensation for services under Paragraph C2.01 is estimated to be \$94,970. This incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.
 - 4. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.
 - 5. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in this Exhibit C.
- B. Reimbursable Expenses include the following: transportation (including mileage), lodging, and subsistence incidental thereto; reproduction of reports and similar Project-related items; and Consultants’ charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.05.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C2.04 Reimbursement Expenses Schedule

Reimbursable Expenses rates in effect on the date of the Agreement are:

Transportation	\$0.75/mile
Laser Printouts/Photocopies	\$0.30/copy
Outside Services	cost *1.05
Geotechnical Services	cost *1.30
Out of Pocket Expenses	cost*1.05
Rental Car	cost*1.20
Project Specific Equipment	Negotiable

C2.05 Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Agreement are:

Administrative 1	\$65.00	I&C Assistant	\$100.00
Administrative 2	\$79.00	I&C 1	\$148.00
Administrative 3	\$95.00	I&C 2	\$175.00
		I&C 3	\$198.00
Engineering Assistant 1	\$85.00	I&C 4	\$210.00
Engineering Assistant 2	\$99.00	I&C 5	\$220.00
Engineering Assistant 3	\$125.00		
Engineer 1	\$135.00	Project Manager 1	\$205.00
Engineer 2	\$162.00	Project Manager 2	\$225.00
Engineer 3	\$190.00	Project Manager 3	\$240.00
Engineer 4	\$220.00	Project Manager 4	\$254.00
Engineer 5	\$235.00	Project Manager 5	\$272.00
		Project Manager 6	\$284.00
Engineering Technician 1	\$84.00		
Engineering Technician 2	\$105.00	Sr. Designer 1	\$178.00
Engineering Technician 3	\$126.00	Sr. Designer 2	\$198.00
Engineering Technician 4	\$141.00	Sr. Designer 3	\$212.00
Engineering Technician 5	\$161.00		
		Sr. Financial Analyst 1	\$210.00
Financial Analyst 1	\$112.00	Sr. Financial Analyst 2	\$230.00
Financial Analyst 2	\$127.00	Sr. Financial Analyst 3	\$250.00
Financial Analyst 3	\$153.00		
Financial Analyst 4	\$167.00		
Financial Analyst 5	\$186.00		

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

**GENERAL ENGINEERING SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

This is an Agreement effective as of May 11th, 2023, between PRICE MUNICIPAL CORPORATION (“OWNER”) and Johansen & Tuttle Engineering (“ENGINEER”). OWNER retains ENGINEER to perform survey mapping, preliminary and final construction drawings and specifications, advertising documents, meetings, bidding, construction staking, construction management, inspection, and materials testing services (“Assignments or Services”). The parties enter into this Agreement for the purpose of creating a general agreement that will provide standard and uniform terms for certain subsequent agreements to be entered into between ENGINEER and OWNER.

ARTICLE 1 – ENGINEER’S SERVICES

1.01 Scope

- A. ENGINEER shall provide the services set forth in Exhibit A or as approved in writing by OWNER and shall not be responsible to provide any services not expressly contained in the Exhibit A (Scope of Work) and Exhibit B (Standard Terms and Conditions).
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services set forth in Exhibit A.
- C. Upon execution of an Assignment Order by OWNER and ENGINEER, services will be performed by ENGINEER in accordance with this Agreement and its exhibits, and as limited or expanded upon by the terms agreed upon in the Assignment Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 ENGINEER’s services will be performed within the time period or by the date stated in Exhibit A or as approved by OWNER.

3.02 If ENGINEER’s services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

- A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:
 - 1. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined.
 - 2. Or, if both the Owner and the Engineer agree to a defined Scope of Work, a Lump Sum amount may be agreed to a defined Scope of Work, a Lump Sum amount may be agreed upon.

4.02 Other Provisions Concerning Payment

- A. Adjustments. ENGINEER's compensation is conditioned on time to complete each Assignment. Should the time to complete an Assignment be extended beyond this period, due to reasons not the fault of ENGINEER, compensation to ENGINEER shall be appropriately adjusted.
- B. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to by the parties at the time such services are authorized by OWNER.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

- 5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignments or Services on behalf of their respective party.

ARTICLE 6 – CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," and "Payments to Engineer" consisting of 2 pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of _____ pages.
- C. Exhibit C, "Payments to Engineer," consisting of _____ pages.
- D. Exhibit D, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of _____ pages.

6.02 Total Agreement

This Agreement (consisting of pages 1 to 3, inclusive), together with the Exhibits identified in paragraph 6.01, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date which is indicated on page 1.

OWNER:

Price Municipal Corporation

By: _____

Name: Michael Kourianos, Mayor

Date Signed: _____

Address for giving notices:

185 East Main Street – P.O. Box 893

Price, Utah 84501

Designated Representative:

Name: Miles C. Nelson

Title: Public Works Director

Phone Number: (435) 637-5010

Facsimile Number: (435) 637-5031

Email Address: milesn@priceutah.net

Attest: _____

Jaci Adams, City Recorder

ENGINEER:

By: 

Name: Jonathan Johansen

Date Signed: 5/15/23

Address for giving notices:

P.O. Box 487

Castle Dale, Utah 84513

Designated Representative:

Name: _____

Title: Professional Engineer

Phone Number: 435-381-2523

Facsimile Number: 435-381-2522

Email Address:

Jonathan@jandtengineering.com

This **EXHIBIT A**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

- A. ENGINEER shall provide general civil engineering and related services on an ongoing basis. Engineer's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Engineer shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Assignments shall include, but are not limited to, the following work categories:
 - 1. Preconstruction and Design Engineering
 - 2. Construction Engineering
 - 3. Surveying
 - 4. Materials Testing
 - 5. Planning and Studies
 - 6. Funding Acquisition
 - 7. Environmental
- B. ENGINEER shall, prior to initiation of an Assignment, provide OWNER an estimated total cost, time and estimated completion date for each project. ENGINEER shall not begin work until OWNER's approval is given by issuing an approved Assignment Order, as included as Attachment A1.

A.2.01 OWNER's Responsibilities

- A. OWNER shall provide approval of Assignments, estimated cost, time and estimated completion date; and:
 - 1. Participate in progress and decision meetings with ENGINEER.
 - 2. Promptly respond to communications and requests from ENGINEER.
 - 3. Provide existing maps, permits, correspondence and all other applicable information not already in ENGINEER's possession.
 - 4. Respond in a timely manner so as not to delay the services of the ENGINEER.
- B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. The time period for the performance of ENGINEER's services shall be within the milestones established per each Assignment.

EXHIBIT A

PROPOSAL DETAILS

Our proposal has been broken down into the following tasks:

Task 1:	Survey Mapping
Task 2:	90% Design Documents
Task 3:	100% Construction Documents
Task 4:	Design Meetings
Task 5:	Construction Staking
Task 6:	Construction Management
Task 7:	Onsite Inspection
Task 8:	Materials Testing

Task 1 – Survey mapping

Johansen & Tuttle Engineering (J&T) will map the existing features including sidewalks, curb & gutter, utilities, manholes and invert elevations along with topography to develop the information required for the civil design for each street. All existing utilities including but not limited to water, sewer, storm drain, etc. and other obstructions that fall within the project shall be included in the survey. The survey will map existing site features including existing roads, intersections, sidewalks, curb and gutter, etc. to ensure proper tie-in design for the street upgrades. This gps data will be downloaded to CAD and a topo surface will be developed. The survey mapping will be conducted on 500 E (400 S to 450 S), 450 South (500 E to Meads Wash).

The survey work will be performed in accordance with applicable codes, accepted industry standards and under the direct supervision of a PLS licensed in Utah. The survey will be conducted utilizing the State-Plane Coordinate system.

Task 2 – 90% Design Documents

Based upon the original drainage study, the design team will take the study elements to move to design documents. J&T will calculate the road layout dimensions and continue with further preparation of the overall plan/profile drawings for the storm drain system. A utility conflict analysis will be performed. The technical specifications will be developed. The deliverables for this phase will be a road reconstruction, utility plan/profile sheets, preliminary details and preliminary specifications.

Task 3 – 100% Construction Documents

After city review, J&T will make final changes to submit 100% construction documents for bidding and contract negotiations. The final drawing and specification documents will be provided to the city for bidding.

Task 4 – Design Meetings

It is anticipated that the project engineer from J&T will attend 2 meetings (4 hours each) during the design phase.



Task 5 – Construction Staking

Johansen & Tuttle Engineering (J&T) will conduct the survey staking for the improvements described on the construction documents. These improvements consist of approximately 4 blocks. The staking will include new finish grade for each street, sidewalks, and the drain system. It is anticipated that J&T will be responsible for the first time staking. Any re-staking will be the responsibility of the contractor as defined in the specifications.

Task 6 – Construction Management

The project engineer for J&T will conduct the prebid, preconstruction, and final construction meetings for the project. The engineer will be responsible for all RFI's, ASI's, PCO's, Change Directives, etc. to ensure the contractor has adequate information to complete the project in a timely manner. It is anticipated that the project engineer will also conduct weekly progress meetings for the 5-week project for a total of 4 progress meetings. This will consist of 6 total meetings over 5 weeks.

Task 7 – Onsite Inspection

J&T will provide a full time inspector who will be onsite for the duration of the project. It is anticipated that the project will be completed in a span of 5 weeks.

Task 8 – Materials Testing

J&T will provide materials testing for each component of the project. This includes sieve analysis, proctors, compaction tests, asphalt burn-off, and concrete tests. The testing includes ensuring compaction for the full cross section of the section of improved road. It also includes compaction testing for storm drain trenches, and concrete testing for any cast in place concrete. The contractor will be responsible for any retesting of materials and concrete.

ITEMS NOT INCLUDED

Additional work, which is excluded from our scope of services, includes:

- Revisions to work or drawings that are substantially complete, provided that such revisions are not caused by the actions of the design team.
- Meeting time beyond what has been described in Task 4 and 6. Additional meeting time will be charged at the project engineer's rate of \$145/hr.
- Survey re-staking of construction items. Re-staking will be paid by the contractor.
- Materials testing beyond what is defined in Task 8. Additional time will be charged at a rate of \$95/hr.
- Additional onsite inspection. Inspection beyond the 5 weeks of anticipated construction time will be conducted at an hourly rate of \$90/hr.

Price City – 400 South Drainage Project

COMPENSATION

We have identified the fees for providing the services outlined above as follows:

Task 1:	Survey Mapping	\$2,945
Task 2:	90% Design Documents	\$9,535
Task 3:	100% Construction Documents	\$5,370
Task 4:	Design Meetings	\$1,230
Task 5:	Construction Staking	\$2,470
Task 6:	Construction Management	\$7,024
Task 7:	Onsite Inspection	\$19,210
Task 8:	Materials Testing	\$2,790

Base Total: \$50,574

Sincerely,
Johansen & Tuttle Engineering



Jonathan Johansen, P.E.
Project Manager

2023 Public Art Grant Program

Program Overview

Carbon County Tourism recognizes the economic impact that the arts brings to a community and would like to promote Carbon Corridor, the destination marketing brand for Carbon County. It offers a valuable local and visitor experience that drives people to areas and adds a sense of place in our community. This program is intended to increase the number of public art displayed throughout Carbon County. The ultimate goal is to be able to organize a Public Art Tour map within Carbon County and support our communities in beautifying their areas. The Carbon Corridor team will present eligible projects to the Carbon County Tourism Tax Advisory Board for scoring. The Tourism Tax Advisory Board will make final funding recommendations to the Carbon County Commission. Projects must highlight positive images that complement the community and tourism assets. Applications will be accepted starting March 1, 2023 and are due no later than 11:59 PM Mountain Time on April 14, 2023.

Eligibility and Requirements

The art location must be within the Carbon County boundaries. Only one application per project is allowed. The person or entity that owns the land on which the art will be placed must submit an application in conjunction with the Artist. The application must include a plan for the upkeep and maintenance of the art piece and costs associated. All public art is required to be outside. A rendering of the art will need to be approved by Carbon Corridor prior to work commencing. This grant is intended only for new public art projects and is not designed to restore or be used for the upkeep of an existing project. The Carbon Corridor logo must be placed on the art. The intent of the logo is not to detract from the artwork itself, but must be visible enough to recognize Carbon Corridor as a sponsor. Businesses are only allowed one award each calendar year. Cities can submit and be awarded more than one grant per calendar year, but after the first application is received, priority will be given to other first time applicants, and only considered if funding is still available.

- Grant requests cannot exceed \$10,000.00 (Grant requested amount, not total project cost).
 - 75% of funds will be given upon award
 - 25% will be paid upon completion of the project when the final report is submitted
 - Funds will be paid directly to the main applicant
- Grant funds must be matched by a business, artist, or city. Matching can be an in-kind contribution.
- Public art pieces must be located on an exterior wall or in the outdoors
- Projects must be completed by June 1, 2024. In the event the project is not complete by this date, the applicant shall pay back the County in full the total amount of grant funds received.
- Grant application period will open on March 1, 2023 and close on April 14, 2023 at 11:59 PM MT.
- Award letters will be sent, no later than May 1, 2023.
- In the event more applications are submitted than available grant funding, grants will be awarded to the highest scoring applicants until funds run out.

- If awarded, any social media or other marketing efforts done surrounding this project, must mention Carbon Corridor as a sponsor.
- Applicant will provide Carbon County hi resolution images of the completed artwork and give Carbon County full usage rights on all images submitted.

APPLICATION REVIEW CRITERIA

- Engaging the Community (40 pts)
 - Will the public art draw locals and tourists to the artwork and encourage pictures and social media posts?
 - Is the proposed public art appealing and does it highlight positive images that complement the community and tourism assets?
- Beautification (25 pts)
 - Will the proposed public art add beautification and complement the area and surrounding businesses?
 - Does the applicant have a dependable plan in place for the upkeep of the public art and costs associated.
- Location of Public Art (25 pts)
 - Is the proposed public art location in a high traffic area?
 - Is the proposed location easily accessible?
- Creates Partnerships (10 pts)
 - Does the project involve multiple partners, including either a City, business or local artist?

**Applications must score over 75 points to be considered for funding.*

Reporting Requirements if awarded

The following must be submitted with the final invoice to receive the remaining grant funds.

1. Hi-res image(s) of the completed project
2. Breakdown and proof of how funds were spent
3. Proof of Carbon Corridor logo on the public art



Carbon County Office of Tourism Public Art Grant MOU with Price City Desert Wave Pool

Carbon County Office of Tourism conducts a public/private partnership program known as the Carbon County Office of Tourism Public Art Grant.

Price Desert Wave Pool has been qualified by the Carbon County Tourism Tax Advisory Board to receive a total of \$1,000.00. Price City Desert Wave Pool will work with the artist known as, Rudy Castro to use this funding to create a public art mural as indicated in their application.

The Carbon County Office of Tourism pledges to pay 75% of the Tourism Tax Advisory Board approved amount upon receiving a signed MOU and invoice from the applicant, 30 days prior to project start date. Carbon County Office of Tourism will submit payment of the remaining 25% upon completion of the project and final report due within 30 days of completion of the project.

Price City Desert Wave Pool pledges the following to the partnership:

1. To comply with the Carbon County Office of Tourism Public Art Grant Guidelines.
2. In the event of modifications due to matching funding, media availability, or any other circumstance resulting in any change of the approved project or any change of person(s) responsible for the project, to provide Carbon County Office of Tourism with a written summary of such changes immediately for approval before implementing requested changes.
3. To provide all project related vendor invoices and final report of results within 30 days of completion of the project.

It is understood and accepted that should the proposed project not be completed as outlined in the application and according to the program guidelines, all Public Art Grant funds for this project must be returned to the Carbon County Office of Tourism immediately. If the initial funds are not requested within 30 days of the project start date indicated in your application, all funding for this project will be forfeited.

Desert Wave Pool Official

Date

Carbon County Commission

Date

 05/17/23

BUSINESS LICENSE

Account No: 3662
 Business Activity: 453
 Fee: -
 CC Approval: ☐ Yes ☐ No Date: 5/12/2023
 License Sent: 5/12/2023
 Health Dept: 5/12/2023

location change only

Price

Utah

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) 636-3183.

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

Business Information				
Business Status: ☐ New Business ☒ Location Change ☐ Name Change ☐ Ownership Change				
Business Name (include DBA): <u>Crafter Designs By Jody</u>				
If Name Change, list previous name:				
Business Address: <u>8 E Main St</u>			Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>		Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 299-5601</u>		Business E-mail: <u>jody@crafterdesigns.net</u>		Business Fax:
Mailing Address (if different):		City:	State:	Zip Code:
Property Owner's Name: <u>Tony Basso</u>		Property Owner's Telephone: <u>(435) 820-8100</u>		
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: <u>May 5</u> Business Hours: From <u>10</u> To <u>6</u> <u>MTWTFSS</u> SU (please circle)				
Detailed Description of Business: <u>Retail store: candles, body products, permanent jewelry, tumblers, wood art, gifts, purses</u>				
Commercial Square Feet:	No. of Arcade Games, Pool Tables, Etc.:	No. of Vending Machines:	No. of Mobile Home Spaces:	
No. of Rental Units:	No. of RV Spaces:	No. of Motel Rooms:	No. of Beds:	
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>15643719-002-STC</u>		Federal Tax I.D. No. (Include copy): <u>01-3151958</u>		
State License No. (Include copy):		State License Type:		
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply.				
☐ Alcoholic Beverages	☐ Eating Establishment	☐ Amusement Center		
☐ Pawnbroker	☐ Sexually Oriented Business			

Account No: 3692
Business Activity: 8121
Fee: \$150
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____
Health Dept: _____

Price ^{Utah}

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) 636-3183.

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

Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): <u>Cowley Esthetics LLC</u>			
If Name Change, list previous name: _____			
Business Address: <u>376 N 700 E</u>		Suite/Apt. No.: <u>N/A</u>	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 630-5172</u>		Business E-mail: <u>cowleyesthetics@gmail.com</u>	
Business Fax: _____		_____	
Mailing Address (if different): <u>376 N 700 E</u>		City: <u>Price</u>	State: <u>UT</u>
_____		Zip Code: <u>84501</u>	_____
Property Owner's Name: <u>Melvin Whiting</u>		Property Owner's Telephone: <u>(435) 299-0222</u>	
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: <u>07/01/2023</u> Business Hours: From <u>6:00 am</u> To <u>8:00 pm</u> <u>M</u> <u>T</u> <u>W</u> <u>Th</u> <u>F</u> <u>S</u> <u>SU</u> (please circle)			
Detailed Description of Business: <u>offering the following services, but not limited to eyelash extensions, lash lifts & tints, nails, skin care, spray tans, waxing, brow tinting, makeup, etc.</u>			
Commercial Square Feet: <u>140 square feet</u>	No. of Arcade Games, Pool Tables, Etc.: <u>None</u>	No. of Vending Machines: <u>None</u>	No. of Mobile Home Spaces: <u>None</u>
No. of Rental Units: <u>None</u>	No. of RV Spaces: <u>None</u>	No. of Motel Rooms: <u>None</u>	No. of Beds: <u>None</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax I.D. No. (Include copy): <u>92-3125809</u>	
State License No. (Include copy): <u>12890180-1108</u>		State License Type: <u>Esthetician</u>	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply.			
☐ Alcoholic Beverages	☐ Eating Establishment	☐ Amusement Center	
☐ Pawnbroker	☐ Sexually Oriented Business		

Account No: 3693
Business Activity: 6244
Fee: \$150-
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____
Health Dept: _____

Price ^{Utah}

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) 636-3183.

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

Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): <u>ZooLoo's Clubhouse, LLC</u>			
If Name Change, list previous name: _____			
Business Address: <u>411 S. Carbon Ave</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: () _____	Business E-mail: <u>zooloosclubhouse@gmail.com</u>	Business Fax: _____	
Mailing Address (if different): <u>1599 S. 2350 E.</u>		City: <u>Price</u>	State: <u>UT</u> Zip Code: <u>84501</u>
Property Owner's Name: <u>Tony Basso</u>		Property Owner's Telephone: <u>(435) 637-1000</u>	
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: <u>08/01/23</u> Business Hours: From <u>5:45 am</u> To <u>6:00 pm</u> <u>M T W T H F</u> S SU (please circle)			
Detailed Description of Business: <u>Daycare Center</u>			
Commercial Square Feet: <u>1,667</u>	No. of Arcade Games, Pool Tables, Etc.: _____	No. of Vending Machines: _____	No. of Mobile Home Spaces: _____
No. of Rental Units: _____	No. of RV Spaces: _____	No. of Motel Rooms: _____	No. of Beds: _____
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax I.D. No. (Include copy): <u>92-3675819</u>	
State License No. (Include copy): _____		State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply.			
☐ Alcoholic Beverages	☐ Eating Establishment	☐ Amusement Center	
☐ Pawnbroker	☐ Sexually Oriented Business		

Account No: 3694
Business Activity: 7222
Fee: \$150-
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____
Health Dept: _____

NEW OWNERS

Price ^{Utah}

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) 636-3183.

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

Business Information

Business Status: ☐ New Business ☐ Location Change ☐ Name Change ☒ Ownership Change

Business Name (include DBA): RBC Taco LLC / TACO TIME

If Name Change, list previous name: _____

Business Address: 640 W. Price River Dr

Suite/Apt. No.: _____

City: Price

State: UT

Zip Code: 84501

Business Telephone: (435) 637-8403

Business E-mail: outlook. rbtacotime @ com

Business Fax: _____

Mailing Address (if different): 1146 N 610 W.

City: Price

State: UT

Zip Code: 84501

Property Owner's Name: Arcadia Mgmt Group

Property Owner's Telephone: (602) 955-4700

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: mid June Business Hours: From 8 To 9:30 (M T W T H F S S) (please circle)

Detailed Description of Business:

we are a restaurant

Commercial Square Feet: 2820 sq ft

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): 4219-003-STC

Federal Tax I.D. No. (Include copy): 92-3409509

State License No. (Include copy): 4219-003-SFF

State License Type: Restaurant

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**

☐ Alcoholic Beverages
☐ Pawnbroker

☒ Eating Establishment
☐ Sexually Oriented Business

☐ Amusement Center