

1. 7:00 P.M. Regular City Council Meeting

Documents:

[03-04-2020 AGENDA.PDF](#)
[2020-03-04 CC PACKET.PDF](#)

NOTICE OF PUBLIC MEETING

TO THE PUBLIC AND RESIDENTS OF VERNAL CITY: Notice is hereby given that the **VERNAL CITY COUNCIL** will hold a regular meeting on **Wednesday, March 4, 2020 at 7:00 p.m.** in the Vernal City Council Chambers at 374 East Main St, Vernal, Utah.

A G E N D A

7:00 p.m.

OPENING CEREMONY

1. Invocation or Uplifting Thought
2. Pledge of Allegiance

STANDING BUSINESS

1. Approval of the Minutes of February 19, 2020 Regular Meeting

PUBLIC BUSINESS

1. Request for Sponsorship of the Storytelling Festival - Vernie Heeney
2. Request for Sponsorship of Dino-Saur Days - Becca Summers

POLICY & LEGISLATION

1. Consider Approval of the Bid for Wayfinding Project and Signs - Quinn Bennion
2. Request for Approval of Contract with CRS Engineering for Safe Routes to School Project for 500 West Sidewalk - Quinn Bennion

ADMINISTRATIVE REPORTS

CLOSED SESSION

1. Strategy Sessions to Discuss the Purchase, Exchange, or Lease of Real Property, Including Any Form of a Water Right or Water Shares
2. Discussion of the character, professional competence, or physical or mental health of an individual.

ADJOURN

NOTE: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Quinn Bennion, 374 East Main, Vernal, Utah 84078 or phone (435) 789-2255 at least three days before the meeting.

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MEMORANDUM

TO: Mayor & City Council

FROM: Quinn Bennion, City Manager

RE: *Agenda Items for March 4, 2020 Council Meeting*

PUBLIC BUSINESS

1. **Request for Sponsorship for the Storytelling Festival** – Vernie Heeney. The City sponsored this event at \$500 in 2019 as well as other years. The Storytelling Festival is sponsored and organized by the Uintah Schools Foundation – a 501C3 non-profit. There is not a specific allocation within the 2020 budget for this event. This event and several others were cut from the budget.
2. **Request for Sponsorship of the Dino-Soar Days** – Becca Summers. The City funded the festival the past two years. This event is specifically listed in the 2020 budget for \$1,000.

POLICY & LEGISLATION

1. **Consider approval of the bid for Wayfinding Project** - Quinn Bennion. The City partnered with seven area entities to design and develop a county-wide wayfinding system. The design and planning process has been ongoing for over two years including a public open house in November 2018. The wayfinding system design and master plan is complete. A request for proposal (RFP) was sent out to sign production companies for responses. The City received two bids. The bids were reviewed by the Wayfinding Steering Committee and the committee recommends ITS as the preferred vendor. Included in the Council packet is the RFP and the bid tabulations. The project was bid using unit prices such as cost per pole and square footage of sign face.

I propose that the City accept the unit price bid from ITS so staff can begin working with the preferred vendor on the final sign design and develop actual costs. The exact cost of the signs will be determined as each sign is planned in detail and sized appropriately for the speed limit and UDOT specifications. Each entity maintaining signs within UDOT right-of-way will need to approve a UDOT maintenance agreement since the signs are not standard UDOT signs. The signs, posts and hardware will be purchased using funding from two grants (Active and Healthy grant and Outdoor recreation grant) and possible UDOT funding. The installation and maintenance of the signs will be the responsibility of local entities. The City will have the responsibility for approximately 17 signs. There will be further approvals as the project is presented to the other entities.

2. **Request for Approval of contract with CRS Engineering for Safe Routes to School Project for 500 West sidewalk** – Quinn Bennion. The City applied for and received a grant

to complete a sidewalk project along 500 West for safe routes to school. The City entered into an agreement with UDOT in February. The project engineer and manager is CRS. This agreement initiates their work on the project.

CLOSED SESSION

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
FEBRUARY 19, 2020 at 7:00 p.m. in the Vernal City Council room, 374 East Main,
Vernal, Utah 84078.

PRESENT: Councilmembers Ted Munford, Travis Allan, Dave Everett, Nicolas Porter, Bert Clark and Mayor Doug Hammond.

WELCOME: Mayor Doug Hammond welcomed everyone to the meeting.

INVOCATION OR UPLIFTING THOUGHT: The uplifting thought was given by Councilmember Nicholas Porter.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Councilmember Bert Clark.

APPROVAL OF CITY COUNCIL REGULAR MEETING MINUTES OF FEBRUARY 5, 2020: *Councilmember Dave Everett moved to approve the minutes of February 5, 2020 as presented. Councilmember Nicolas Porter seconded the motion. The motion passed with Councilmembers Munford, Allan, Everett, Porter and Clark voting in favor.*

REQUEST FOR SPONSORSHIP OF THE MARVELOUS XTREME BULL MADNESS EVENT – TONJA LOFTHOUSE: Ben Lofthouse explained that the Xtreme Bull Madness event from last year lost \$900; however, they were able to give two scholarships away in the amount of \$500 to a Uintah County and a Duchesne County recipient. Mr. Lofthouse stated that last year the event was moved to Western Park with around 800 to 1,000 people in attendance. This year the event will have PRCA Xtreme bulls, which brings in great bull riders. Mr. Lofthouse explained that there will be other programs brought in for entertainment such as a trick rider and the Ute Tribe spirit dancers. The bull riders will take advantage of the Vernal Regional Airport and local hotels. Mr. Lofthouse indicated that they would appreciate any support Vernal City could donate. Councilmember Munford stated that he appreciates that this local event is being brought into the Vernal area. Councilmember Munford indicated to the Lofhouses that they still have not provided the missing expenses and revenues from last year including the number of sponsors and ticket sales. This makes it really hard to contribute tax payer's money to a for-profit event. Tonja Lofthouse explained that the ticket sales last year were in the amount of \$1000, and it was given to the scholarship recipients. Councilmember Munford stated he respected the event giving back to the community. Councilmember Munford stated that helping for-profit events once to get off the ground can be considered; however, it cannot be a long term commitment. Mr. Bennion explained that 10 events have been dropped this budget year; however, there was \$3,500 budgeted in miscellaneous in which \$500 has been used. Councilmember Clark brought up a past legislation change years ago where the State now requires entities to identify as to where the donated money is spent. Mr. Bennion stated that the Council is required to deliberate and set the criteria to show that the donation is a benefit to the community and not an individual. Councilmember Munford suggested giving a sponsorship of \$350. Councilmember Everett agreed and added that there is not a lot of money to give out. This could help the event get started and get off the ground. Councilmember Allan indicated that this is a great event for the community that also contributes scholarships to local recipients.

**MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
FEBRUARY 19, 2020**

46 Councilmember Allan recommended a donation of \$500. Councilmember Clark suggested to the
47 Lofthouses that they consider holding a moment of silence for Lecile Harris, the longtime rodeo
48 clown who just passed away. *Councilmember Bert Clark moved to approve a \$500 sponsorship*
49 *to the Marvelous Xtreme Bull Madness event and asked the Lofthouses if they could follow up with*
50 *the Council two or three weeks after the event to give a report. Councilmember Travis Allan*
51 *seconded the motion. The motion passed with the following roll call vote:*

- 52 *Councilmember Munford.....aye;*
- 53 *Councilmember Allanaye;*
- 54 *Councilmember Everettaye;*
- 55 *Councilmember Porteraye;*
- 56 *Councilmember Clark.....aye.*

57
58 **REQUEST FOR SPONSORSHIP OF THE DIAMOND MOUNTAIN SPEEDWAY –**
59 **ALLEN HACKING:** Quinn Bennion explained that Allen Hacking is not in attendance at the
60 meeting. The Council all agreed that they would consider his request at a later date; however, Mr.
61 Hacking needs to initiate a new request to have it added to the agenda again.

62
63 **REQUEST TO APPROVE FORMAL REQUEST OF GRANT AMENDMENT FOR**
64 **WATER MITIGATION PROJECT AT THE AIRPORT AND REQUEST TO CONSIDER**
65 **APPROVAL OF ADDENDUM A OF AMENDMENT 14 WITH TO ENGINEERS FOR**
66 **THE DESIGN AND ADMINISTRATION OF THE WATER MITIGATION PROJECT AT**
67 **THE AIRPORT - QUINN BENNION:** Quinn Bennion indicated that Doug Brown offered to
68 be at the meeting; however, Mr. Bennion and Mayor Hammond felt they could answer the level
69 of questions that may come up. Mr. Bennion explained that over the last five years, the airport
70 has been going through the runway renovation project. Mr. Bennion explained that down on
71 the Southwest end of the project where they extended the runway, they cut into the hillside there
72 which exposed some ground water with some limestone and shale. There is water that now
73 enters into the runway area that they did not anticipate with that kind of flow. There is a
74 drainage there that is about a ½ mile of a ditch that lines the west edge of the taxi way. Because
75 of the slope on that ditch and the way the vegetation has come in because of the water, it is not
76 getting to where it needs to be in the right way. Mr. Bennion explained that this causes some
77 problems, such as soil saturation, more vegetation that attracts wildlife and also the concern that
78 someone will define it as wetlands, and then you have to start the process all over again. Mr.
79 Bennion stated that they do need to address the water flow there and the drainage. Doug Brown
80 and TO Engineers designed the project and bid it out. Mr. Bennion stated that the bids came
81 back really high; therefore, they did not accept the bids. Mr. Bennion explained that with the
82 feedback from the Commissioners and the Transportation Board, they have rebid the project and
83 are ready to send it out again. Mr. Bennion explained that they have not received the bids back
84 and in order to do that, they need the grant amendment and application for the funds from the
85 Federal Aviation Administration (FAA). Councilmember Clark stated that KSL reported that
86 11 airports will be receiving grant monies. The Vernal Regional Airport will receive one for
87 \$620,197 for the fencing and \$300,000 for the water mitigation project. Mr. Bennion stated
88 that this will need to be approved by the sponsors, County and City to write the grant amendment

**MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
FEBRUARY 19, 2020**

89 and the application. Mr. Bennion reported that this is 95% FAA and 5% local funds. The 5%
90 local funds are being paid right now by the Transportation District. The new plan is looking at
91 putting a 12 inch at the bottom of the drainage swell perforated and 4 inch up on the hill.
92 Councilmember Everett asked if this would interfere with the air traffic. Mr. Bennion stated no,
93 they are both buried. Councilmember Clark asked if it was on the west side. Mr. Bennion
94 answered yes, the west side of the taxi way. *Councilmember Ted Munford moved to approve the*
95 *formal request of grant amendment and application for the water mitigation project at the airport*
96 *and approve addendum A of Amendment 14 with TO Engineers for the design and administration*
97 *of the water mitigation project at the airport. Councilmember Travis Allan seconded the motion.*
98 *The motion passed with the following roll call vote:*

99 *Councilmember Munford.....aye;*
100 *Councilmember Allanaye;*
101 *Councilmember Everettaye;*
102 *Councilmember Porteraye;*
103 *Councilmember Clark.....aye.*

104

105 **REQUEST TO CONSIDER APPROVAL OF STAFF TIME TO FACILITATE**
106 **TRANSPORTATION SERVICES FOR DINO HALF MARATHON FOR RUNTASTICS**

107 **EVENTS - QUINN BENNION:** Quinn Bennion reminded the Council of the approval last
108 year to allow the City to facilitate transportation services for the Dino Half Marathon for
109 Runtastics Events. Runtastics is asking if the City will help coordinate the transportation for
110 the event again this year. Mr. Bennion explained that last year, the process ended up
111 consuming many hours of City staff time. Mr. Bennion explained that the process should be
112 easier this year with already having all the documents needed. Mr. Bennion explained that the
113 buses must be run through a public entity; however, the private event does pay for the buses.
114 Councilmember Munford asked if Runtastics also pays for the staff time. Mr. Bennion
115 explained that it would be the City's sponsorship to the event. Councilmember Munford
116 requested that it is clear that this would be the sponsorship of the City. Mr. Bennion stated that
117 the event is a pretty impressive event and is held the same weekend as the balloon festival.
118 Councilmember Munford asked that Mr. Bennion keep the Council informed to make sure the
119 staff does not get burned out. Councilmember Allan stated that he does not want to see this
120 open the gate for other events to ask for the City's staff help. The line has to be drawn if time is
121 taken away from staff. Councilmember Allan asked if this will bring any liability to the City.
122 Mr. Bennion reassured the Council that insurance is purchased through the Utah Local
123 Governments Trust for that one day and all bus drivers must provide their date of birth, driver's
124 license number, and the vehicle numbers for all the buses. Councilmember Everett asked how
125 much the insurance covers. Mr. Bennion stated that it is in the millions. Councilmember
126 Munford asked how much the insurance policy costs. Mr. Bennion stated approximately \$800
127 that Runtastics reimburses the City for. *Councilmember Dave Everett moved to approve the*
128 *request of staff time to facilitate transportation services for Dino Half Marathon for Runtastics*
129 *Events. Councilmember Bert Clark seconded the motion. The motion passed with the following*
130 *roll call vote:*

131 *Councilmember Munford.....aye;*

**MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
FEBRUARY 19, 2020**

132 *Councilmember Allan**aye;*
133 *Councilmember Everett**aye;*
134 *Councilmember Porter**aye;*
135 *Councilmember Clark*..... *aye.*

136

137 **ADMINISTRATIVE REPORTS:**

138

139 Quinn Bennion gave an update on Senate Bill 41 that has been modified again. As it is
140 currently written, it does hold the locals harmless. Mr. Bennion reminded the Council that this
141 bill deals with sales tax that is charged to oil and gas construction activities. Originally the bill
142 was going to be all sales tax and that was going to hit hard. The idea was to encourage growth.
143 The State Sales Tax Commission provided the numbers on how it would impact the cities and
144 counties, and the sponsor and supporters backed off when they realized the impact and where the
145 tax money would go. Mr. Bennion reported that now the new modification is back to the sales
146 tax exemption for the states portion of the sales tax.

147

148 Quinn Bennion reported that he has been watching another bill that currently local businesses
149 and farmers can apply for income tax rebates if they are buying certain types of equipment and
150 buildings. Uintah County is the heaviest user of this, but being in a rural enterprise zone, there
151 are a lot of people using this income tax credit. Senator Sandall from Box Elder County wants
152 to do away with the enterprise zone income tax credits and replace with a grant program that
153 comes out of the general fund. Mr. Bennion noted that he is unclear of his motivation, since
154 Box Elder County is the number two user. Uintah County currently receives approximately a
155 million in income sales tax money and with the grant, each county would receive \$200,000 if
156 they match \$80,000. Councilmember Clark stated that none of the rural counties like this bill.
157 Mr. Bennion reported that around 50 people met with Senator Sandall around September to voice
158 their concerns. Senator Sandall still insists on pushing it through with a lot of influence, so it
159 could pass.

160

161 Quinn Bennion reported that the Utah League of Cities and Towns is asking rural communities
162 to respond to requiring cities to provide Emergency Medical Services. Mr. Bennion mentioned
163 that he is trying to meet with Scott Adams at Gold Cross to see how it is currently done now in
164 Vernal. Mr. Bennion stated that there must be some kind of debate and concern, so they are
165 going to try and push it statewide. There are a lot of rural communities with several concerns
166 with this.

167

168 Quinn Bennion announced that Glade Allred, after 16 years organizing the community Holly
169 Days event, has decided he will no longer be involved. Mr. Bennion asked the Council to be
170 thinking of ideas on how the event can continue and be organized this year. It was the
171 consensus of staff and Council that Mr. Allred dedicated many hours and put all he had into
172 making this festival successful and the largest event in Vernal City. The Council agreed that
173 they appreciate all of his hard work, and that he should be recognized.

174

**MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
FEBRUARY 19, 2020**

175 Councilmember Dave Everett briefly commented on the Uintah Animal Control Special Service
176 District working hard for a little over a year on the gathering of close to 300 abandoned, stray or
177 nuisance horses with the majority of them being reunited with their lawful owners.

178

179 **ADJOURN:** There being no further business; *Councilmember Dave Everett moved to adjourn.*
180 *Councilmember Nicholas Porter seconded the motion. The motion passed with a unanimous vote*
181 *and the meeting was declared adjourned.*

182

183

Mayor Doug Hammond

184 ATTEST:

185

186

187 Roxanne Behunin, Deputy Recorder

(S E A L)

AWAITING FORMAL APPROVAL



Vernal City Event Funding Application Form

Application Date: February 3, 2020 Date(s) of Event: March 26-27, 2020

Amount Requested: \$ 500

Applicant/Organization: Vernal UTAH's Storytelling Festival

Type of Organization:

- Not-for-profit
- For profit

- Government agency / district
- Other: _____

Contact Person / Title: Vernie Heeney / Festival Director

Mailing Address: 635 West 200 South Vernal, UT 84078

Email: vheeney@hotmail.com Phone: 970-819-2914

Description of Event: Storytelling Festival where nationally renowned tellers present to schools during the day and for the public at night.

Besides funding, what other city services / personnel are requested to help with the event?

None

How will city funds be used? To pay for tellers fees

Total budget for the event: \$ 10,500

Total event funds remaining after last year's event \$ 3607

Other sources of funding for this event: POPS, Uintah County, Utah Division of Arts & Museums, local patrons

Have you approached other public entities for funds for this event? Which entity and how much was granted?

Uintah County \$500, Uintah School District - in kind \$1960

Estimated number of event attendees: 1800

Number of hotel room nights anticipated to be used by attendees / visitors: 15

Do you plan to run this event next year? yes no;

Other Comments: This will be our 16th year of bringing quality storytellers to Vernal for the enjoyment and enrichment of students and adults in our community.

Priority will be given to community events that attract visitors to Vernal. The City does not generally support charity fundraisers. City funds cannot be used to benefit individual people. I agree the information provided is true and accurate. I agree to make a presentation to the Vernal City Council summarizing the event and explaining how the city's fund will be used.

Vernie Heeney
Event Director / Contact Person

February 3, 2020
Date

The Event Funding Application Form should be submitted at least 10 days prior to the City Council meeting at which the request is reviewed.

Your event may require permits or applications such as a special event permit (sales tax), temporary food vendor or street closure. Visit with City Staff if you need help with these processes.

(Accounting code- Internal use only)

Amount in City budget for this event: __\$ Last year's funded amount: __\$

2020
VERNAL
UTAH

SOAR

COME



MAY 8, 9, 10
DINAH "SOAR" DAYS
BALLOON FESTIVAL
SPONSOR PACKET

SEE YOUR COMPANY SOAR

This year's Hot Air Balloon Festival will be bigger than ever! With over 20 balloons coming to fly over Vernal, we are excited to announce that sponsorships are now open.

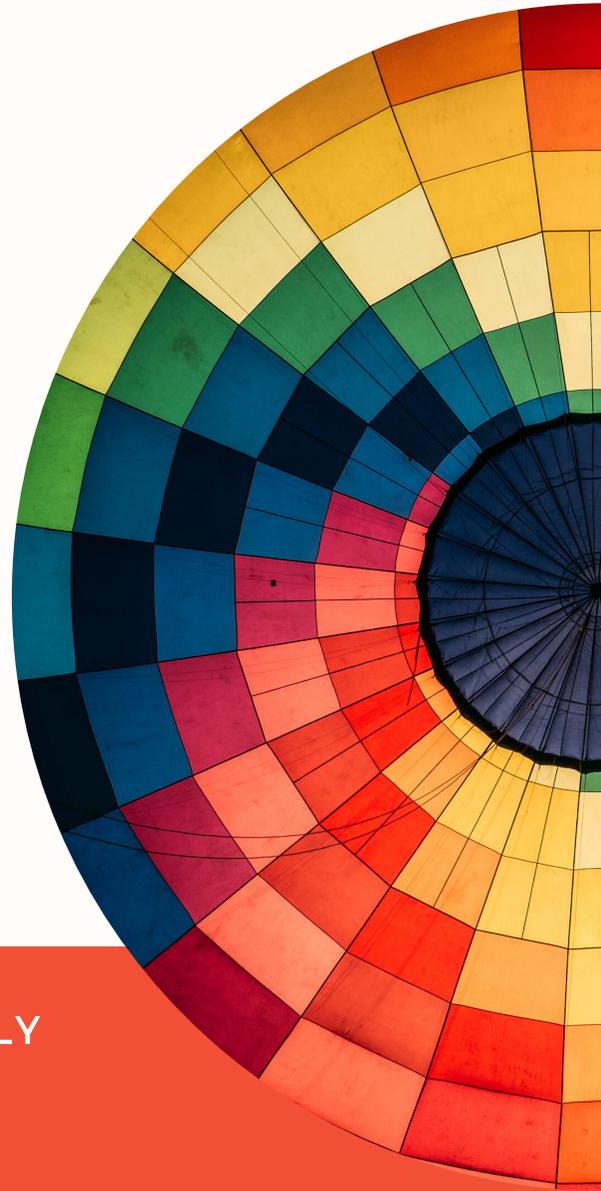
This unforgettable event draws locals and out-of-state enthusiasts alike. See your company soar at this year's Dinah "SOAR" Days Hot Air Balloon Festival.

When you sponsor a balloon, your company can receive 2 VIP flight tickets, a large banner with your company logo hung around your balloon, 2 tethered-ride tickets, a Meet-and-Greet dinner with your pilot, print and media exposure, and more!



BALLOONS ARE
LIMITED
RESERVE YOURS TODAY

FLY CUSTOMERS, EMPLOYEES, FAMILY
OR FRIENDS!





SPONSOR BENEFITS

Sponsor Benefits	ALLOSAURUS \$1,000	STEGASOURUS \$500
2 Tickets to VIP Sponsor + Pilot Dinner		
2 Tickets VIP flight experience		
2 Tickets for tethered rides		
Company recognition in all social media		
Custom banner wrapped around a hot air balloon		
Professional photos with your company banner		
Custom banner displayed along Main Street		
Name recognition on event T-shirts		
Company recognition in all print media		
Company booth option along Downtown Main Street during the Balloon Night Glows on Friday and Saturday night.		

For any questions please contact

**EVENT
COORDINATOR**

Becca Summers
801.867.6386

dinahsoar.balloonse@gmail.com

PLEASE FILL OUT THE
SPONSOR FORM BELOW AND
SEND CHECK TO:

**UINTAH COUNTY TRAVEL
AND TOURISM
ATTN: HOT AIR BALLOON
FESTIVAL
152 EAST 100 NORTH
VERNAL, UTAH
84078**



Sponsor Order form



COMPANY NAME: _____

ALLOSAURUS SPONSOR - \$1,000

Which day do you prefer to schedule your morning hot-air balloon ride?

Friday, May 8 Saturday, May 9 Sunday, May 10

STEGOSAURUS SPONSOR - \$500



contact INFORMATION

Name:

Phone:

Email:

billing INFORMATION

Name:

Phone:

Address:

social media INFORMATION

Website:

Facebook page:

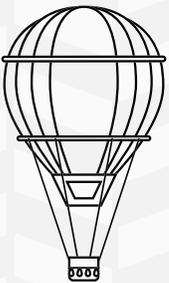
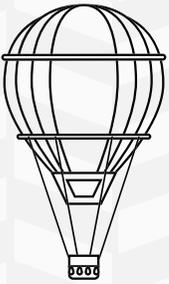
Instagram handle:

marketing INFORMATION

Logo: Please email your logo to
dinahsoar.balloons@gmail.com
by March 1st

Do you have a specific company message, motto, or slogan you want us to promote for you? This will appear in our Facebook marketing.

Please email this information and your logo as soon as possible to
dinahsoar.balloons@gmail.com



- Please note that all rides are weather depending.
- We will let you know the dates, times, and information about the experience assigned to your company as the event approaches.
- Thank you so much for your involvement, we can't wait to see you **SOAR!**



Vernal City Event Funding Application Form

Application Date: March 3, 2020 Date(s) of Event: May 8,9,10

Amount Requested: \$ 1,000

Applicant/Organization: Dinah "SOAR" Hot Air Balloon Festival

Type of Organization:

- Not-for-profit
 For profit

- Government agency / district
 Other: _____

Contact Person / Title: Becca Summers+Lesha Coltharp / Event Planners

Mailing Address: 152 East 100 North

Email: familyhistoryfilms@gmail.com Phone: 801.867.6386

Description of Event: A weekend-long festival created to help increase tourism and celebrate the city of Vernal. It includes hot-air balloons, craft fair, a car show, battle of the bands, and more.

Besides funding, what other city services / personnel are requested to help with the event?

On Friday night, main street will be closed temporarily for the Balloon Glow.

How will city funds be used? City funds will be used to help fly the hot air balloon pilots who travel to Vernal to fly in the event.

Total budget for the event: \$ 28,000

Total event funds remaining after last year's event \$ 0.00

Other sources of funding for this event: We have other local businesses and individuals who are also sponsoring the event.

Have you approached other public entities for funds for this event? Which entity and how much was granted?

We have partnered with several local businesses to secure \$25,000 in sponsorships.

Estimated number of event attendees: 1,000 +

Number of hotel room nights anticipated to be used by attendees / visitors: 100 +

Do you plan to run this event next year? yes no;

Other Comments: Thank you for all of of your support in the past. We are
excited to make this festival the best one yet!

Priority will be given to community events that attract visitors to Vernal. The City does not generally support charity fundraisers. City funds cannot be used to benefit individual people. I agree the information provided is true and accurate. I agree to make a presentation to the Vernal City Council summarizing the event and explaining how the city's fund will be used.

Becca Summers
Event Director / Contact Person

March 3, 2020
Date

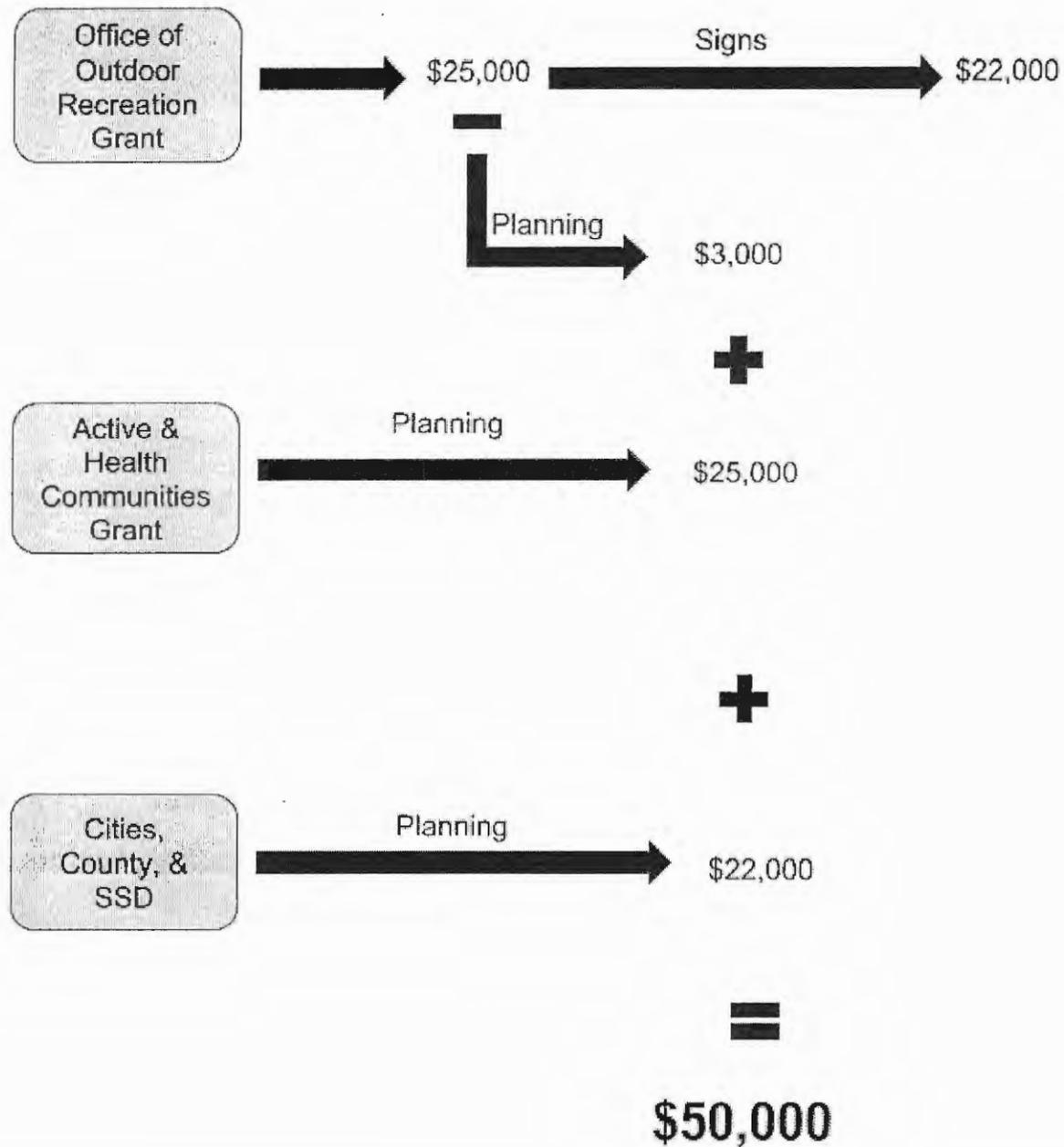
The Event Funding Application Form should be submitted at least 10 days prior to the City Council meeting at which the request is reviewed.

Your event may require permits or applications such as a special event permit (sales tax), temporary food vendor or street closure. Visit with City Staff if you need help with these processes.

(Accounting code- Internal use only)

Amount in City budget for this event: __\$ Last year's funded amount: __\$

Proposed Funding for Wayfinding System for Uintah County Area



**VERNAL CITY and UINTAH COUNTY
WAYFINDING PROJECT**

REQUEST FOR PROPOSALS

**WAYFINDING SIGNAGE AND POST MATERIALS
WITH MOUNTING HARDWARE**

Issued: January 28, 2020

Due: February 13, 2020, 4:00 P.M.

Please provide three (3) copies of the proposal via sealed envelope or email to:

Sunrise Engineering, Inc.
Attn: Aaron Averett, P.E.
363 East Main Street
Vernal, Utah 84078
Tel: (435) 789-7364
Fax: (435) 652-8416
aaverett@sunrise-eng.com

VERNAL CITY WAYFINDING PROJECT

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Special Conditions for Proposals		4

ATTACHMENTS

<u>Bidding Documents</u>	<u>No. of Pages</u>
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00403a	Bid Schedule.....	1
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<u>Exhibits</u>	<u>No. of Pages</u>
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SIGNS	Example of Signs	2
MAP1	Proposed County/Rural (Uintah County) Sign Placement.....	1
MAP2	Proposed In-Town (Vernal/Naples Area) Sign Placement	1
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Introduction

Vernal City (Owner) is seeking to contract with a materials supplier or suppliers (Supplier) to furnish and deliver wayfinding signage materials and/or posts and hardware materials as part of a county-wide wayfinding project being completed in the Vernal City and Uintah County, Utah areas. The project may include up to 78 signs with required posts. The signage and posts with accompanying mounting hardware will be installed by City or County employees. The aluminum signs are single-sided with the reverse side to be powder coated. Reflective sheeting as specified in MUTCD Standards and Specifications and a graffiti resistant film will be required on all signs. This Request For Proposals is only for consideration of materials supply and delivery. Please specify in the proposal if delivery of the materials is NOT available. Otherwise include delivery costs in the itemized bid schedule. A single bid schedule will be provided and will include all estimated bid items. The Suppliers may bid on all or part of the attached bid schedule items. For example, a Supplier may bid on only the signage or only the posts and hardware. Proposals submitted should designate each bid item NOT included "N/A". All proposed signs, posts and hardware must be MUTCD compliant. The concept artwork will be provided by the Owner.

Scope of Services

The Scope of Services for this contract will include the following:

1. Digital proofs of each sign and/or submittals for posts and hardware for review by Vernal City.
2. One proof of concept (example) sign provided to Vernal City for review.
3. Updated supply list and cost if any changes following Vernal City review of digital proofs and sign example. Material quantities and sizing will be dependent on sign placement locations and are subject to change as design is completed.
4. Provide signs, posts, and hardware materials.
5. Delivery of all supplies, if included in the submitted Bid.

Requested Information

The following information shall be included in the proposals submitted by materials suppliers:

1. A statement from suppliers confirming compliance with MUTCD standards for all proposed materials, a schedule of signage, posts and hardware materials availability including the proposed dates of delivery for submittals, proofs, and all materials. This statement and schedule should be included in a cover letter. Please specify which materials are proposed to be provided and if delivery is NOT available.
2. An itemized cost breakdown and total cost for providing the materials described in the Scope of Services section including details described in the 01019SP

Measurements and Payments Attachment and given in the attached Bid Schedule list of signage materials and/or posts and hardware materials.

Selection of Materials Supplier

After evaluation of the Proposals by the Owner and the Engineer, the Owner shall award the contract to the most qualified supplier based upon lowest price for the total bid. Vernal City then plans to begin discussions with the lowest bidder to negotiate the details of the signs and/or posts with hardware to be supplied based on the provided proofs and submittals. Owner reserves the right to award each bid schedule separately based on the lowest cost for each bid schedule.

The bid schedule is available in an electronic Excel spreadsheet version upon request to Sunrise Engineering, Vernal office. Please contact Aaron Jensen at:

ajensen@sunrise-eng.com

Direct: (435) 216-9192

Deadline for Proposals

Proposals can be submitted via sealed submittal or emailed:

1. Sealed proposals will be received at Sunrise Engineering, 363 East Main St., Vernal, UT 84078 until 4 p.m. on Thursday, February 13, 2020. Submittals shall be clearly marked **Wayfinding Signage** and include the vendor's name and email address. Proposals may be delivered in person or mailed to the Sunrise Engineering at the above address. Each proposal must contain three (3) original, signed copy of the Bid Proposal.

OR

2. Proposals may be emailed to aaverett@sunrise-eng.com no later than 4 p.m. on Thursday, February 13, 2020. Submit a PDF of the response with the subject line "Vernal City Wayfinding Signage Proposal". If a supplier uses email as their only submission, it is the responsibility of the supplier to verify that the email was received.

Special Conditions for Proposals

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities involving any proposal and to cancel the RFP process at any time prior to entering into a formal contract for the services herein described. No submitted proposal may be withdrawn for a period of thirty (30) calendar days from the date set for the opening thereof.

During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals and to allow corrections of errors or omissions.

The City reserves the right to retain all proposals submitted and to use any ideas in any proposals submitted. Submission of a proposal indicates acceptance by the person submitting the proposal of the terms, conditions and specifications contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent agreement between the City and the vendor selected.

There is no expressed or implied obligation of the City to reimburse responding companies or individuals for any expenses incurred in preparing proposals in response to the RFP.

The City will negotiate contract terms that are acceptable with the successful firm. At the City's sole discretion, it may enter into preliminary negotiations with more than one respondent. All proposals become the property of the City and will not be returned to the vendor.

BID SCHEDULE

CONTRACT FOR: Vernal Wayfinding Project 2019

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts.

Note:

1. Bids shall include sales tax and all other applicable taxes and fees.
2. All bids shall be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price and totals will be revised to reflect the corrections.
3. Approved Equals must have written approval from the Engineer prior to the Bid Opening to be used in bids.
4. Bidder may choose to bid parts of the project, the signs or the posts and mounting assemblies.

No.	Reference	Item	Quantity	Unit	Unit Price	Amount
1		Preparations of Proofs and Design	1	LS		
2		UDOT P4 Single Post Assembly	31	EA		
3		UDOT P5 Single Post Assembly	4	EA		
4		UDOT P4 Double Post Assembly	32	EA		
5		UDOT P5 Double Post Assembly	7	EA		
6		Cantilevered Single Post Assembly	4	EA		
7		Round Post Sign Base (B3)	53	EA		
8		Surface Mounted Sign Base (B4A)	25	EA		
9		Mounting Bar Assembly (54" wide)	34	EA		
10		Mounting Bar Assembly (60.5" wide)	81	EA		
11		Mounting Bar Assembly (70" wide)	91	EA		
12		Mounting Bar Assembly (76" wide)	9	EA		
13		Mounting Bar Assembly (81" wide)	24	EA		
14		Aluminum Sign (60" wide)	12	EA		
15		Aluminum Sign (66.5" wide)	27	EA		
16		Aluminum Sign (76" wide)	29	EA		
17		Aluminum Sign (82" wide)	3	EA		
18		Aluminum Sign (87" wide)	7	EA		
19		Material Delivery to Vernal City	1	LS		
20		Powder Coating Double Posts	39	EA		
21		Powder Coating Single Post	39	EA		
22		Powder Coating Reverse of Sign	78	EA		
TOTAL						

I have included a cover letter with statement (pg. 3)

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

Seal (if bid is by Corporation)

Respectfully Submitted:

Bidder: _____

Signature _____

License No. _____

Title: _____

Date: _____

Address: _____

Example Sign 1



Example Sign 2

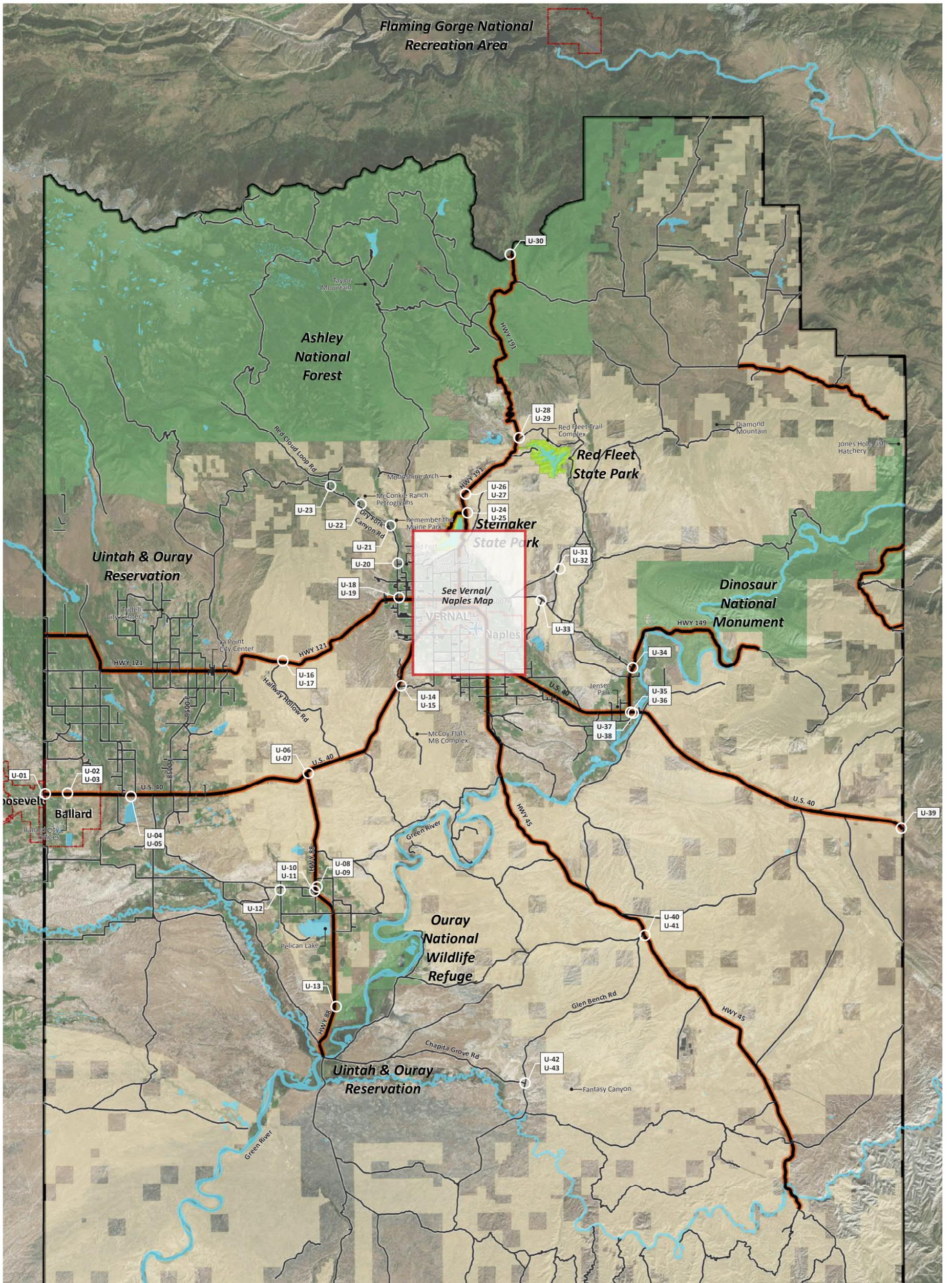


Example Sign 3



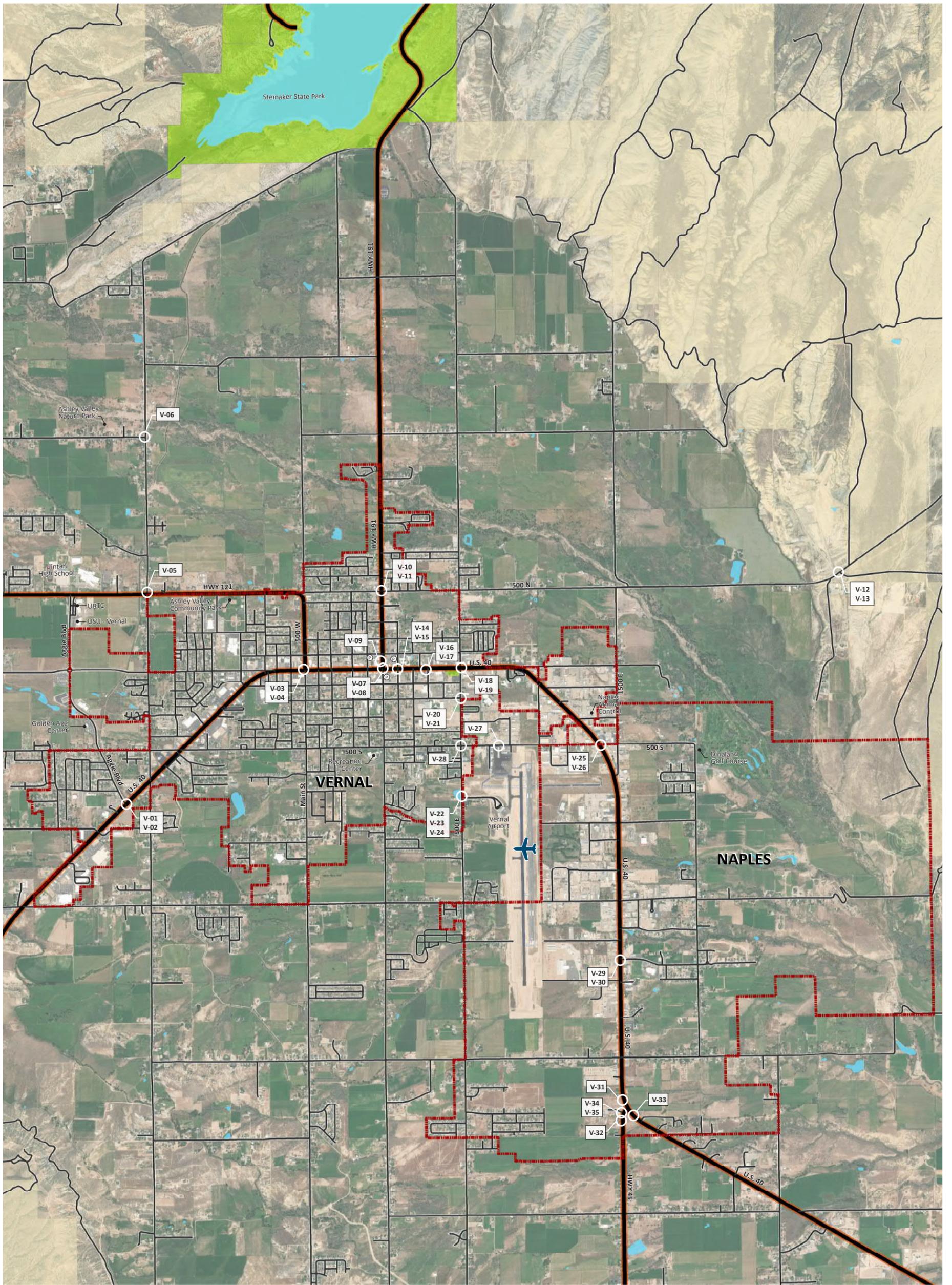
Example Sign 4





County/Rural (Uintah County)





In-Town (Vernal/Naples Area)



SIGN LOCATIONS & PLACEMENT

The maps located at the end of this section indicate general locations for the various sign types of the Wayfinding System. Actual placement of the signs should be determined by the Wayfinding Committee while keeping the following guidelines in mind. Additionally, signs which will occur in UDOT rights-of-way must be submitted to UDOT Region 3 Headquarters in Orem, Utah and go through the permitting process prior to installation. UDOT personnel have reviewed this Wayfinding System concept and have indicated that it preliminarily meets their requirements.

Guideline #1: Signs should be located away from other signs, streetscape elements, and vegetation. In general, signs should be located far enough apart from other vertical elements (other signage, light poles, trees, etc.) as to be still readable from the road.

Guideline #2: Signs should be located at a sufficient distance from the intersection. Signs should also be placed in order to give drivers adequate time to read the sign and make a decision.

Guideline #3: Signs should be located according to UDOT standards as outlined in the MUTCD and UDOT Standard Drawings (see Appendix B). UDOT requires that signs be set back a minimum of 2 feet from any curb on UDOT roads and 15 feet (see UDOT Standard Drawing SN2A in Appendix B) from any traveled way or 6 feet from the edge of the pavement, whichever is greater.

MESSAGE CONTENT & SCHEDULE

The following message schedule has been developed according to “less-is-more” principles, as well as UDOT/MUTCD requirements:

- Three messages or three lines of information are most manageable for vehicles traveling by. Special accommodation may be made if additional destinations or lines are needed.
- Messages should be concise and general in nature (for example, “Golf Course” instead of “Dinaland Golf Course”). Messages are primarily meant for visitors who are seeking public, regional destinations. Churches, schools, post offices, cemeteries are generally discouraged, with general civil uses such as “City Offices” being allowed.

County/Rural (Uintah County)

#	Roadway Speed (mph)	Sign Text	Notes/Questions	Sign Size
U-01	45	Welcome to Uintah County	Text to be centered	Small, Single Post
U-02	50	← Ballard City Offices → City Park	Westbound	Medium, Two Post
U-03	50	→ Ballard City Offices ← City Park	Eastbound	Medium, Two Post
U-04	60	→ Bottle Hollow Reservoir		Medium, Two Post
U-05	60	← Bottle Hollow Reservoir		Medium, Two Post
U-06	65	→ Pelican Lake → Ouray National Wildlife Refuge → Book Cliffs	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Large, Two Post
U-07	65	← Pelican Lake ← Ouray National Wildlife Refuge ← Book Cliffs	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Large, Two Post
U-08	60	↑ Ouray National Wildlife Refuge → Pelican Lake → Randlett	Further coordination/discussion with UDOT is needed regarding replacement of this sign. -- Note: Current sign also includes: ← Ouray	Large, Two Post
U-09	60	↑ U.S. 40 ← Pelican Lake ← Randlett	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Medium, Two Post
U-10	60	← U.S. 40 → Ouray National Wildlife Refuge	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Medium, Two Post
U-11	60	↑ Pelican Lake Campground – Boat Ramp		Medium, Two Post
U-12		← Pelican Lake Campground – Boat Ramp	Existing BLM sign – Contact/coordinate with BLM regarding replacement	Medium, Two Post
U-13	60	← Ouray National Wildlife Refuge	Replaces existing sign	Medium, Two Post

County/Rural (Uintah County), Continued

#	Roadway Speed (mph)	Sign Text	Notes/Questions	Sign Size
U-14	65	➔ McCoy Flats Trail Complex	With bike symbol	Large, Two Post
U-15	65	← McCoy Flats Trail Complex	With bike symbol	Large, Two Post
U-16	60	➔ Halfway Hollow Trail Complex	With bike symbol	Large, Two Post
U-17	60	← Halfway Hollow Trail Complex	With bike symbol	Large, Two Post
U-18	50	← Dry Fork Canyon		Small, Single Post
U-19	50	➔ Dry Fork Canyon		Small, Single Post
U-20		➔ Old Fort Ponds	Note: U-20 through U-23 are not signed earlier/at the HWY 121 and 3500 West.	Small, Single Post
U-21		➔ Remember the Maine Park		Medium, Two Post
U-22		➔ McConkie Ranch Petroglyphs		Medium, Two Post
U-23		➔ Ashley National Forest ➔ Red Cloud Loop		Large, Two Post
U-24	55	← Steinaker State Park	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Medium, Two Post
U-25	55	➔ Steinaker State Park	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Medium, Two Post
U-26	65	← Moonshine Arch	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Small, Single Post
U-27	65	➔ Moonshine Arch	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Small, Single Post
U-28	55	➔ Red Fleet Trail Complex	With bike symbol	Large, Two Post
U-29	55	← Red Fleet Trail Complex	With bike symbol	Large, Two Post

#	Roadway Speed (mph)	Sign Text	Notes/Questions	Sign Size
U-30	60	Welcome to Uintah County	Text to be centered	Small, Single Post
U-31		← Buckskin Hills Shooting Complex		Large, Two Post
U-32		➔ Buckskin Hills Recreation Complex	With bike symbol	Large, Two Post
U-33		← Diamond Mtn. Speedway ← RV Campground		Large, Two Post
U-34		← Dinosaur National Monument ➔ Jensen ➔ U.S. 40		Medium, Two Post
U-35	50	← Dinosaur National Monument Visitor Center & Quarry	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Extra-Large, Two Post
U-36	50	➔ Dinosaur National Monument Visitor Center & Quarry		Extra-Large, Two Post
U-37	50	← Utah Welcome Center ⓘ		Large, Two Post
U-38	50	➔ Utah Welcome Center ⓘ		Large, Two Post
U-39	65	Welcome to Uintah County	Text to be centered	Small, Single Post
U-40	65	➔ Fantasy Canyon		Small, Single Post
U-41		← U.S. 40		Small, Single Post
U-42		← Fantasy Canyon	Coordinate with/encourage BLM to get signage from Glen Bench Road to Fantasy Canyon updated/more complete	Small, Single Post
U-43		➔ S.R. 45 ➔ Vernal		Small, Single Post

**Note: Preliminary sign messaging and locations were reviewed by UDOT's Region 3 office. According to that review, signs indicated in gray may not be allowable by UDOT and require further coordination/investigation.*

In-Town (Vernal/Naples Area)

#	Roadway Speed (mph)	Sign Text	Notes/Questions	Sign Size
V-01	45	← Utah State University Uintah Basin ← UB Tech ← Golden Age Center	Remove current UDOT signs and replace with new Uintah County Wayfinding sign.	Two Post
V-02	45	→ Utah State University Uintah Basin → UB Tech → Golden Age Center	Remove current UDOT signs and replace with new Uintah County Wayfinding sign.	Two Post
V-03	30	← Maeser ← Dry Fork Canyon ← City Parks	Current UDOT signage to stay, add new “duplicate” Uintah County Wayfinding sign.	Single Post
V-04	30	→ Maeser → Dry Fork Canyon → City Parks	Current UDOT signage to stay, add new “duplicate” Uintah County Wayfinding sign.	Single Post
V-05	45	→ Ashley Valley Nature Park		Single Post
V-06	45	← Ashley Valley Nature Park		Single Post
V-07	30	← Flaming Gorge ← State Parks ← Buckskin Hills → Rec Center	Current UDOT signage to stay, add new “duplicate” Uintah County Wayfinding sign. -- If space and UDOT allows, spell out Recreation Center.	Single Post, 4.5” Lettering
V-08	30	→ Flaming Gorge → State Parks → Buckskin Hills ← Rec Center	Current UDOT signage to stay, add new “duplicate” Uintah County Wayfinding sign. -- If space and UDOT allows, spell out Recreation Center.	Single Post, 4.5” Lettering
V-09	30	← Dinosaur National Monument		Single Post
V-10	40/45	→ Buckskin Hills Recreation Complex	With bike symbol	Single Post
V-11	40/45	← Buckskin Hills ↑ Dinosaur National Monument	*Can a double post be located here?	Double Post*

#	Roadway Speed (mph)	Sign Text	Notes/Questions	Sign Size
V-12	45	↑ Buckskin Hills → Dinosaur National Monument → Diamond Mountain Speedway		Double Post
V-13	45	← Vernal → Diamond Mountain	Intersection of Brush Creek Rd. & Diamond Mountain Rd; Located on Brush Creek Rd, looking NW	Single Post
V-14	30	← Library ← Parking (P)		Single Post
V-15	30	→ Library → Parking (P)		Single Post
V-16	30	→ Conference Center		Single Post
V-17	30	← Conference Center		Single Post
V-18	35	→ Utah Field House of Natural History ⓘ → Airport → Western Park	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Double Post
V-19	35	← Utah Field House of Natural History ⓘ ← Airport ← Western Park	Further coordination/discussion with UDOT is needed regarding replacement of this sign.	Double Post
V-20	30	→ Western Park → Conference Center		Single Post
V-21	30	← Western Park ← Conference Center		Single Post
V-22		← Vernal Airport		Single Post
V-23	--	→ U.S. 40 → Downtown Vernal		Single Post
V-24	--	Welcome to Vernal		Single Post
V-25	45	→ Vernal Airport ← Golf Course		Single Post

In-Town (Vernal/Naples Area), continued

#	Roadway Speed (mph)	Sign Text	Notes/Questions	Sign Size
V-26	45	← Vernal Airport → Golf Course		Single Post
V-27	30	↑ Vernal Airport ← Private Aviation	To be viewed when coming from Naples/the east.	Single Post
V-28	30	← Vernal Airport	To be viewed when coming from Naples/the east.	Single Post
V-29	45	← Naples City Park		Single Post
V-30	45	→ Naples City Park		Single Post
V-31	45	→ Naples City Offices → Fantasy Canyon → Book Cliffs	Request UDOT to replace with new signs or add duplicate signs.	Double Post
V-32	35	→ Dinosaur National Monument ← Vernal	Request UDOT to replace with new signs or add duplicate signs.	Single Post
V-33	45	← Naples City Offices ← Fantasy Canyon ← Book Cliffs	Request UDOT to replace with new signs or add duplicate signs.	Double Post
V-34	35	→ Naples City Offices		Single Post
V-35	35	← Naples City Offices		Single Post

**Note: Preliminary sign messaging and locations were reviewed by UDOT's Region 3 office. According to that review, signs indicated in gray may not be allowable by UDOT and require further coordination/investigation.*

INTRODUCTION

This section seeks to more clearly identify those items which are specifically included in the Bid Schedule and thereby minimize confusion that sometimes arises with regard to measurement of and payment for specific tasks comprising the materials requested. Inclusion or exclusion of any item or task from this Section shall in no way be construed to mean that additional payment shall be required of the OWNER. All portions of the UDOT 2017 MUTCD Specifications and Standard Drawings shall apply whether or not they are referenced herein. All materials, equipment, expenses, operations and labor necessary to furnish the requested materials in the manner intended as referenced in the Exhibits and stated in the Request for Proposals which may not be specifically listed as a line item in the Bid Schedule or described in the following subsections shall be considered incidental to the listed Bid Schedule items and shall not cause the CONTRACTOR to be eligible for additional payment by the OWNER.

01019.1 BID ITEM “PREPARATION OF PROOFS AND DESIGN”

This bid item shall be paid for by the lump sum and shall include, but is not limited to, all preparatory work, materials necessary for digital proofs, layout design, equipment, supplies and incidentals to the materials and items listed in the following sections of 01019SP. Signage Layout and design including font size, font type, color, formatting, and sign sizing shall adhere to the UDOT 2017 MUTCD Specifications and Standard Drawings. Payment for this Bid Item shall be made in full once the OWNER has reviewed and accepted the digital proofs and sign example.

01019.2 BID ITEM “SINGLE POST ASSEMBLY”

This bid item shall be paid for by the each and shall include all materials, labor, operations, and equipment necessary to provide the P4 and P5 posts as listed in the Bid Schedule. All P4 and P5 posts will adhere to the UDOT 2017 MUTCD Specifications and Standard Drawings. The size of the posts will be determined by the location of each sign placement as specified in the UDOT 2017 MUTCD Specifications and Standard Drawings. Powder coating of the post assemblies is listed as a separated Bid Item (see 01019.10 of 01019SP). The quantity of Single Post assemblies may change as sign sizing and placements are finalized. For bidding purposes, posts may be assumed to be 10 feet in length. Payment shall be made once the OWNER has received and accepted the materials.

01019.3 BID ITEM “DOUBLE POST ASSEMBLY”

This bid item shall be paid for by the each and shall include all materials, labor, operations, and equipment necessary to provide the P4 and P5 posts as listed in the Bid Schedule. All P4 and P5 posts will adhere to the UDOT 2017 MUTCD Specifications and Standard Drawings. The size of the posts will be determined by the location of each sign placement as specified in the UDOT 2017 MUTCD Specifications and Standard Drawings. Powder coating of the post assemblies is listed as a separated Bid Item (see 01019.10 of 01019SP). The quantity of Double Post assemblies may change as sign sizing and placements are finalized. For bidding purposes, posts may be assumed to be 10 feet in length. Payment shall be made once the OWNER has received and accepted the materials.

01019.4 BID ITEM “CANTILEVERED SINGLE POST ASSEMBLY”

This bid item shall be paid for by the each and shall include all materials, labor, operations, and equipment necessary to provide the P4 and P5 posts as listed in the Bid Schedule. All P4 and P5 posts will adhere to the UDOT 2017 MUTCD Specifications and Standard Drawings. The size of the posts will be determined by the location of each sign placement as specified in the UDOT 2017 MUTCD Specifications and Standard Drawings. Powder coating of the post assemblies is listed as a separated Bid Item (see 01019.10 of 01019SP). The placement location of an estimated four (4) signs in the downtown Vernal City area are anticipated. The quantity of cantilevered assemblies may

change as sign sizing and placements are finalized. For bidding purposes, posts may be assumed to be 10 feet in length. Payment shall be made once the OWNER has received and accepted the materials.

01019.5 BID ITEM “ROUND POST SIGN BASE (B3)”

This bid item shall be paid for by the each and shall include all materials, mounting hardware, labor, equipment, operations and expenses necessary to furnish the B3 type sign bases as listed in the Bid Schedule. These bases shall adhere to the UDOT 2017 MUTCD Specifications and Standard Drawings. The bases in this Bid Item are NOT to be powder coated. Payment shall be made once the OWNER has received and accepted the materials.

01019.6 BID ITEM “SURFACE MOUNTED SIGN BASE (B4A)”

This bid item shall be paid for by the each and shall include all materials, mounting hardware, labor, equipment, operations and expenses necessary to furnish the B3 type sign bases as listed in the Bid Schedule. These bases shall adhere to the UDOT 2017 MUTCD Specifications and Standard Drawings. The bases in this Bid Item are NOT to be powder coated. Payment shall be made once the OWNER has received and accepted the materials.

01019.7 BID ITEM “MOUNTING BAR ASSEMBLY”

This bid item shall be paid for by the “each assembly” dependent on sign size and shall include all materials, labor, equipment, operations and expenses necessary to furnish the mounting bar assemblies required for the sign sizes and post configurations. This Bid Item includes all hardware necessary to mount the signage to the posts. All hardware is to be powder coated BLACK. Powder coating is listed as a separated Bid Item (see 01019.10 of 01019SP). The color will be decided upon acceptance of the digital proofs and example sign. Hardware without sign protrusions are preferred over other methods of hardware attachments. Payment shall be made once the OWNER has received and accepted the materials.

01019.8 BID ITEM “ALUMINUM SIGNS”

This bid item shall be paid for by the each and shall include all materials, labor, equipment, operations and expenses necessary to furnish the signage as according to the Placement Guidelines and Sign Schedule referenced in the Request for Proposal. The size and thickness of the Aluminum Signs will be determined by the placement location and shall adhere to the UDOT 2017 MUTCD Specifications and Standard Drawings. The aluminum signs are single-sided with the reverse side to be powder coated BLACK. Powder coating is listed as a separated Bid Item (see 01019.10 of 01019SP). The powder coating color is to be decided upon by the OWNER upon reviewing and accepting the digital proofs and example sign. Reflective sheeting as specified in MUTCD Standards and Specifications and a graffiti resistant film will be required on all signs. Payment shall be made once the OWNER has received and accepted the materials.

01019.9 BID ITEM “MATERIAL DELIVERY TO VERNAL CITY”

This bid item shall be paid for by the lump sum and shall include all materials, labor, equipment, operations and expenses necessary to deliver all or part of the Bid Items listed in the Bid Schedule and this Special Provision. Specify if delivery is NOT available. Payment for this Bid Item shall be made after the materials have been received by Vernal City and accepted.

01019.10 BID ITEM “POWDER COATING”

This bid item shall be paid for by the each for the aluminum signs, double post assemblies, and single post assemblies. Cantilevered systems are considered as a single post assembly. This bid item shall include all materials, labor, equipment, operations and expenses necessary to provide a BLACK powder coating to the reverse side of the wayfinding signage, the various post assemblies, the various mounting assemblies with accompanying hardware. The CONTRACTOR shall verify the specific color with the OWNER by submitting the digital proofs and example sign as part of the Request For Proposal submittal. Payment for this Bid Item shall be made after the materials have been received by Vernal City and accepted.

01300.1 DESCRIPTION

This section covers procedures to be followed by the Contractor when providing information to the Owner and/or Engineer to obtain approval of materials, equipment, procedures, etc. described in the Specifications and Drawings.

01300.2 SHOP DRAWINGS AND MATERIALS SUBMITTALS**01300.2.1 NUMBER OF COPIES OF SUBMITTALS**

The Contractor shall furnish six (6) copies of each shop drawing and pertinent materials information sheet to the Engineer for review. A full set of submittals shall be provided to the Engineer seven (7) days prior to commencement of construction activity. Following review and approval, two copies shall be returned to the Contractor for his records, two shall be retained by the Engineer for inspection and verification purposes, and two shall go to the Owner as working and archival records.

01300.2.2 SHOP DRAWINGS

01300.2.2.1 CONTRACTOR REVIEW - The Contractor's shop drawing submittals shall be reviewed by a qualified representative of the Contractor, prior to submission to the Engineer. Such review shall be made to ensure the accuracy and compliance with the technical requirements and performance described and illustrated in the Drawings and Specifications.

01300.2.2.2 CONTENT - Shop drawings shall include drawings, pictures and sketches with sufficient details and explanations to reflect the Contractor's interpretations of components and required configurations not shown on the drawings, so that a documented record of such can be approved for incorporation in the Work. These drawings shall be accurate, distinct, and complete and shall contain all required information, including satisfactory identification of items and unit assemblies in relation to the Drawings and/or Specifications.

01300.2.2.3 TIMELY SUBMITTAL - Shop drawings shall be submitted sufficiently in advance to allow the Engineer not less than ten regular working days prior to manufacturing for examining the drawings.

01300.2.2.4 ENGINEER APPROVAL - When the shop drawings are approved by the Engineer, two sets of copies will be returned to the Contractor marked "Approved", "Revise as Noted", "Rejected", "Approved Except as Noted", or similar notification. If changes or corrections are necessary, one set will be returned to the Contractor with such changes or corrections indicated by a brief statement, and the Contractor shall correct and resubmit the drawings, in triplicate, to the Engineer.

Fabrication work shall not commence until the Engineer has reviewed the pertinent shop drawing/s and returned copies to the Contractor marked either "Approved" or "Approved - Except as Noted". Corrections indicated on such submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

Approval of shop drawings will not be required for reinforcing steel that is detailed by the Contractor in accordance with the Plans and Specifications. Any change from the Plans and Specifications made by the Contractor in any aspect of the Work shall be approved by the Engineer in a written Change Order prior to any work being altered from that already approved for construction.

001300.2.3 MATERIALS INFORMATION SUBMITTALS

In keeping with 01300.2.1 above, the Contractor shall assemble and submit six (6) original copies of each manufacturer's catalog cuts and materials information sheets pertaining to materials and equipment to be furnished and installed in the Work. These submittals shall be enclosed in 3-ring binders. Failure to submit all materials information may result in the Contractor's partial payments to be withheld until submittals are complete. Photocopies of the catalog cuts and information sheets will not be acceptable as submittals without prior authorization from Engineer.

01300.2.4 CONTRACTOR LIABILITY

The Contractor shall assume all responsibility and risk for any re-work or other costs resulting from errors in Contractor submittals. The Contractor shall be responsible for showing accurate dimensions and details of connections required to ensure the function of the equipment and/or component of the Work being illustrated.

01300.3 SAMPLES**01300.3.1 NUMBER OF SUBMITTALS**

Whenever requested by the Engineer, the Contractor shall submit at least one sample of each item or material indicated in the Specifications to the Engineer for inspection and acceptance and do so at no additional cost to the owner.

01300.3.2 TIMELY AND ORDERLY SUBMITTAL

Samples shall be submitted sufficiently in advance of placement of orders that the Engineer shall have not less than ten regular working days for examining and testing the material for acceptance prior to delivery to the job site. Samples shall be submitted in an orderly sequence and appropriately identified so that dependent materials or equipment can be assembled and reviewed without causing delays in the work or mistakes in their identity.

01300.3.3 SELECTION OF COLORS AND TEXTURES

Unless otherwise specified, the Owner and the Engineer will select all colors and textures of specified items from the manufacturer's standard colors and standard materials, products, or equipment lines.

01300.4 OPERATIONS AND MAINTENANCE MANUALS**01300.4.1 STRUCTURE OF OPERATIONS AND MAINTENANCE MANUALS**

The Contractor shall furnish to the owner four (4) identical sets of Operations and Maintenance manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard size, 3-ring, loose-leaf, vinyl plastic, hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches. A table of contents shall be provided which indicates all equipment in the Operations and Maintenance manuals.

01300.4.2 CONTENTS

The Contractor shall include in the Operations and Maintenance Manuals the following information for each item of mechanical, electrical, and instrumentation equipment:

- Care and maintenance of all finished exposed surfaces.

- Complete operating instructions, including location of controls, special tools or other equipment required, related instrumentation, and other equipment needed for operation.
- Preventive maintenance procedures and schedules.
- Complete parts lists, by generic title, identification number, and catalog number, complete, with exploded views of each assembly.
- Disassembly and reassembly instructions.
- Name and location of nearest supplier and spare parts warehouse.
- Name and location of manufacturer.
- Recommended start-up, testing and troubleshooting procedures.
- Prints of the record drawings, including diagrams and schematics, as required under the electrical and instrumentation portions of these specifications.

01300.4.3 SCHEDULE OF DELIVERY

Operations and Maintenance manuals shall be submitted in final form to the owner before seventy-five (75) percent of the Work is completed. Any discrepancies found by the owner and Engineer in the Operations and Maintenance manuals shall be corrected by the Contractor prior to final acceptance of the project.

01300.5 SCHEDULE OF VALUES

At the time of the pre-construction conference, the Contractor shall submit a Schedule of Values of the Work measured as lump sum bid items. On the Schedule, those items shall be subdivided into component parts in sufficient detail as to form a basis for determining progress payments during construction. Quantities, and/or prices, shown on the Schedule shall equal the total contract price for each lump sum item. Information provided on the Schedule will be reviewed and approved by the Engineer when found acceptable. That information will then be incorporated into the data used for preparing the Application for Payment by the Engineer.

01300.6 CONTRACT CONSTRUCTION SCHEDULE

A construction schedule, prepared in accordance with requirements of the General Conditions, shall be submitted to the Engineer at the pre-construction conference. Unless required otherwise in Special Provisions, such schedule shall show the anticipated time of completion, approximate start dates of identifiable segments of the Work, and anticipated value of the work expected to be completed in monthly time periods within the contract period.

01300.7 PROCUREMENT SCHEDULE

At the time of the pre-construction meeting (see Section 01030), the Contractor shall submit a procurement schedule to the Engineer. This plan shall include all equipment and materials required for the Work included in the Contract that are not readily available and will require off-site manufacture and lead time which can affect the progress of the Work. The plan shall show at least the following information:

- Equipment/Material Name
- Anticipated amount of time for ordering, manufacturing, and shipping to Work site.
- Anticipated dates for ordering, receiving and installing.

01300.8 CONSTRUCTION PHOTOGRAPHY RECORDS

When required in the Contract Documents and prior to commencement of any of the Work, the Contractor shall prepare colored CD photography records of all areas of the Contract work site and provide copies of such records to the Engineer. Such records shall become the property of the owner and may be used for determining the condition of work site/s and degree of restoration required for completion of the Work (see also Section 2000).



Client Vernal Planning Commission

Project Vernal City Wayfinding

Proposal Opening Date: February 13, 2020 - 4:00 PM

BID SCHEDULE

No.	Item	Qty	Unit	Intermountian Traffic Safety		UCI	
				Unit Price	Amount	Unit Price	Amount
1	Preparations of Proofs and Design	1	LS	\$ 200.00	\$ 200.00	\$ -	Free
2	UDOT P4 Single Post Assembly	31	EA	\$ 58.89	\$ 1,825.59	\$ -	\$ -
3	UDOT P5 Single Post Assembly	4	EA	\$ 109.85	\$ 439.40	\$ -	\$ -
4	UDOT P4 Double Post Assembly	32	EA	\$ 117.78	\$ 3,768.96	\$ -	\$ -
5	UDOT P5 Double Post Assembly	7	EA	\$ 219.70	\$ 1,537.90	\$ -	\$ -
6	Cantilevered Single Post Assembly	4	EA	\$ 390.00	\$ 1,560.00	\$ -	\$ -
7	Round Post Sign Base (B3)	53	EA	\$ 126.10	\$ 6,683.30	\$ -	\$ -
8	Surface Mounted Sign Base (B4A)	25	EA	\$ 174.65	\$ 4,366.25	\$ -	\$ -
9	Mounting Bar Assembly (54" wide)	34	EA	\$ 68.85	\$ 2,340.90	\$ 36.86	\$ 1,253.24
10	Mounting Bar Assembly (60.5" wide)	81	EA	\$ 76.01	\$ 6,156.81	\$ 41.30	\$ 3,345.30
11	Mounting Bar Assembly (70" wide)	91	EA	\$ 86.47	\$ 7,868.77	\$ 47.78	\$ 4,347.98
12	Mounting Bar Assembly (76" wide)	9	EA	\$ 93.08	\$ 837.72	\$ 51.87	\$ 466.83
13	Mounting Bar Assembly (81" wide)	24	EA	\$ 97.48	\$ 2,339.52	\$ 55.29	\$ 1,326.96
14	Aluminum Sign (60" wide)	12	EA	\$ 195.44	\$ 2,345.29	\$ 197.10	\$ 2,365.24
15	Aluminum Sign (66.5" wide)	27	EA	\$ 243.63	\$ 6,578.10	\$ 247.74	\$ 6,689.04
16	Aluminum Sign (76" wide)	29	EA	\$ 342.83	\$ 9,942.12	\$ 345.73	\$ 10,026.26
17	Aluminum Sign (82" wide)	3	EA	\$ 372.70	\$ 1,118.10	\$ 250.57	\$ 751.72
18	Aluminum Sign (87" wide)	7	EA	\$ 453.97	\$ 3,177.80	\$ 519.79	\$ 3,638.54
19	Material Delivery to Vernal City	1	LS	\$ 200.00	\$ 200.00	\$ -	Free
20	Powder Coating Double Posts	39	EA	\$ 71.50	\$ 2,788.50	\$ -	\$ -
21	Powder Coating Single Post	39	EA	\$ 35.75	\$ 1,394.25	\$ -	\$ -
22	Powder Coating Reverse of Sign	78	EA	\$ 13.52	\$ 1,054.69	\$ 70.51	\$ 5,500.00
				TOTAL w/o signs	\$ 44,307.87	TOTAL	\$ 39,711.11

signs estimate \$ 24,216.10
TOTAL \$ 68,523.97 \$ 39,711.11

Total on comparable bid items	\$ 44,159.82	\$ 4,448.71	\$ 39,711.11
Total for signs	\$ 24,216.10	\$(4,754.70)	\$ 28,970.80
Total for posts/base	\$ 24,764.15	\$ -	\$ -
Total for Mounting	\$ 19,543.72	\$ 8,803.41	\$ 10,740.31

 Engineer, P.E.



**Intermountain
Traffic
Safety, Inc.**

Vernal City Wayfinding Signage Proposal
Attachment I

No.	Explanation:
1	Lump sum
2	Qty 1, 10' P4 Post Galvanized
3	Qty 1, 10' P5 Post Galvanized
4	Qty 2, 10' P4 Post Galvanized
5	Qty 2, 10' P5 Post Galvanized
6	Cantilever only, no post, two cantilever brackets per post
7	With top casting
8	With top casting
9	Price Based on Z-Bar or Large Corner Angle Per Lin Ft, bid does not state height of sign to establish how many braces will be required. Includes powder coating and mounting hardware.
10	Same as No. 9
11	Same as No. 9
12	Same as No. 9
13	Same as No. 9
14	Price per Sq/Ft, .080 aluminum, UDOT spec Type XI Avery OmniCube Sheeting, Graffiti resistant overlay film, 15 year warranty on spot colors, 10 year warranty on CMYK colors.
15	Same as No. 14
16	Same as No. 14
17	Same as No. 14
18	Same as No. 14
19	Bid Schedule
20	10' Post x 2
21	10' Post
22	Price per Sq/Ft, .080 aluminum.

BID SCHEDULE

CONTRACT FOR: Vernal Wayfinding Project 2019

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts.

Note:

1. Bids shall include sales tax and all other applicable taxes and fees.
2. All bids shall be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price and totals will be revised to reflect the corrections.
3. Approved Equals must have written approval from the Engineer prior to the Bid Opening to be used in bids.
4. Bidder may choose to bid parts of the project, the signs or the posts and mounting assemblies.

No.	Reference	Item	Quantity	Unit	Unit Price	Amount
1		Preparations of Proofs and Design	1	LS	\$200.00	\$200.00
2		UDOT P4 Single Post Assembly	31	EA	\$58.89	\$1,825.59
3		UDOT P5 Single Post Assembly	4	EA	\$109.85	\$439.40
4		UDOT P4 Double Post Assembly	32	EA	\$117.78	\$3,769.96
5		UDOT P5 Double Post Assembly	7	EA	\$219.70	\$1,537.90
6		Cantilevered Single Post Assembly	4	EA	\$390.00	\$1,560.00
7		Round Post Sign Base (B3)	53	EA	\$126.10	\$6,693.30
8		Surface Mounted Sign Base (B4A)	25	EA	\$174.65	\$4,366.25
9		Mounting Bar Assembly (54" wide)	34	EA	\$68.85	\$2,340.90
10		Mounting Bar Assembly (60.5" wide)	81	EA	\$76.01	\$6,156.81
11		Mounting Bar Assembly (70" wide)	91	EA	\$86.47	\$7,869.77
12		Mounting Bar Assembly (76" wide)	9	EA	\$93.08	\$837.72
13		Mounting Bar Assembly (81" wide)	24	EA	\$97.48	\$2,339.52
14		Aluminum Sign (60" wide)	12	EA	\$11.90 SF	N/A
15		Aluminum Sign (66.5" wide)	27	EA	\$11.90 SF	N/A
16		Aluminum Sign (76" wide)	29	EA	\$11.90 SF	N/A
17		Aluminum Sign (82" wide)	3	EA	\$11.90 SF	N/A
18		Aluminum Sign (87" wide)	7	EA	\$11.90 SF	N/A
19		Material Delivery to Vernal City	1	LS	\$200.00	\$200.00
20		Powder Coating Double Posts	39	EA	\$71.50	\$2,789.50
21		Powder Coating Single Post	39	EA	\$35.75	\$1,394.25
22		Powder Coating Reverse of Sign	78	EA	\$2.66 SF	N/A
TOTAL						\$44,307.87*

I have included a cover letter with statement (pg. 3)

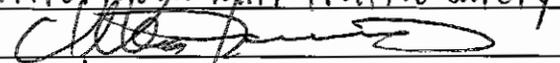
The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

* Does NOT include soft, see attachment 1

Seal (if bid is by Corporation)

Respectfully Submitted:

Bidder: Intermountain Traffic Safety

Signature: 

Title: President

Address: 2440 South 3270 West SLC UT 84119

License No. E39117

Date: 2-13-2020



U.S. STANDARD SIGN

11400 West Addison Ave. • Franklin Park, IL 60131-1124
(847) 455-7446 • FAX (847) 455-3330 • 1-800-537-4790
www.usstandardsign.com

2/13/2020

To whom it may concern:

The aluminum sign blanks and aluminum sheets sold by US Standard Sign to Intermountain Traffic Safety are alloy 5052-H38. Conversion coating conforms to ASTM B-921 specifications. For more information you can email me at sean@usstandardsign.com or contact me by phone at 847-447-2234.

Regards,

Sean Fallon



February 13, 2020

RE: NCHRP 350 Approvals

To Whom It May Concern;

This letter is in regards to the POZ-LOC Round Slip Base Posts System.

POZ-LOC BWG10, NP40 and SCH80 Posts are all tested per NCHRP 350 criteria and FHWA approved when used in conjunction with POZ-LOC Slipbase System.

Please contact me if you need any additional information and thank you for your time and consideration.

Sincerely,

Scott Adams
Sr. Sales Representative
Trinity Highway Products

Ahead of the Curve™



REFLECTIVE SOLUTIONS
902 Feehanville Drive
Mount Prospect, IL 60056
Phone: 847-824-7450
FAX: 847-824-7662

INTERMOUNTAIN TRAFFIC
SAFETY INC
2440 STH 270 W
SALT LAKE CITY, UT 84119

2/13/2020

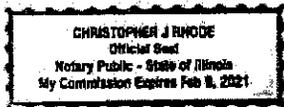
To Whom It May Concern:

We hereby certify that the Avery Dennison retroreflective sheeting identified herein conforms to all specification requirements contained in the Avery Dennison Product Data Bulletin for the product T-11500:

- Meets ASTM D4956 Type XI
- Conforms to all specification requirements contained in the Georgia, Maryland, New Mexico, Ohio, Tennessee, New Jersey, New York, Delaware, Pennsylvania and Washington Department of Transportation specifications
- State of Illinois Department of Transportation, Specification for Road and Bridge Construction Special Provision
- Conforms to all specification requirements contained in the Virginia Department of Transportation, Road and Bridge Specification, Reflective sheeting, section 247.02, 2016
- Conforms to all specification requirements contained in Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction 2016, Section 637.2.2.2
- Complies with the Texas Department of Transportation DMS-8300
- Was manufactured in the United States of America in accordance to the "Buy America Act"
- Conforms to all specification requirements contained in the South Carolina Department of Transportation specifications

Very truly yours,

Sandeep Kottarath
Director, Process & Engineering Technology, Avery Dennison



Subscribed & Sworn to before me this day, Thursday, February 13, 2020

All orders, sales, offers, acceptances, sales order acknowledgments, contracts for sale, and shipments of products are expressly limited to and made conditional on purchaser's assent and agreement to Avery Dennison's Reflective Solutions North America Standard Terms and Conditions of Sale, located at: <https://reflectives.averydennison.com/en/home/terms-and-conditions/terms-and-conditions-na.html> ("T&Cs"). Avery Dennison expressly limits purchaser's acceptance to these T&Cs, and notification is hereby given that Avery Dennison objects to and rejects any terms or conditions contained in any purchase order or other communication of any kind from the purchaser that are different, conflicting, inconsistent with or additional to these T&Cs

Avery Dennison® OmniCube™ T-11000 & W-11000 Series Full Cube Microprismatic Retroreflective Film

Issued: April 2018

Avery Dennison® OmniCube™ T-11000 & W-11000 Series High Intensity Microprismatic Retroreflective Film takes full-cube reflective sheeting to a new level. OmniCube full-cube prisms are 100% efficient – returning approximately 60% of the available light back to the driver compared to only 40% with other prismatic reflective sheetings.

OmniCube's Intelligent Cube Technology incorporates the needs of all vehicle types; trucks, SUVs, automobiles, and motorcycles into one reflective sheeting.

OmniCube T-11000& W-11000 is an Omni-Directional microprismatic film that incorporates tiles of full-cube microprisms arranged in multiple orientations. This feature – “Smart at Every Angle” benefits agencies by providing confidence that all signs will perform with uniform visual reflectivity at all sign face orientations.

Features:

- Omni-Directional
- Designed for all drivers in trucks, SUVs, automobiles, and motorcycles
- Field proven long term durability on safety devices worldwide
- Uniform daytime and nighttime visual appearance

Conversion:

- Screen Printing
- Eco Solvent Inkjet Printing
- Thermal Die-Cut
- Flat Bed Sign-Cut
- Drum Roller Sign-Cut
- Steel Rule Sign-Cut

Applications:

- Rigid Permanent and Temporary Outdoor Signage
- Rigid Work Zone Devices
- Safety Devices that require Superior Retroreflective Performance

Product Data Sheet
Page 1 of 7
Reflective Solutions
7542 North Natchez Ave.
Niles, IL 60714



Performance:
ASTM D4956 Type XI
See Page 2 for complete list.



Orientation: Omni-Directional



Durability: 12 year
Vertical exposure only.



Face: High-Gloss Acrylic
Retroreflective Film with
Microprisms



Adhesive: Permanent
Pressure Sensitive



Liner: Polypropylene Film



Printable with: TrafficJet™
Print System

Product Availability*:

<i>Traffic Products</i>		
T-11500	White	
T-11501	Yellow	
T-11505	Blue	
T-11507	Green	
T-11508	Red	
T-11509	Brown	
T-11511	Fluorescent Yellow	
T-11513	Fluorescent Yellow-Green	
<i>Work Zone Products**</i>		
W-11111	Fluorescent Yellow	
W-11514	Fluorescent Orange	
W-11142	Orange	4" Left
W-11143	Pre-Striped	4" Right
W-11144		6" Left
W-11145	Barricade	6" Right

*See Page 5 for Nomenclature

**3 Year Durability

Avery Dennison® OmniCube™ T-11000 & W-11000 Series

Full Cube Microprismatic Retroreflective Film

Issued: April 2018

Retroreflectivity:

Table A:
Min. coefficients of retroreflection (R_a)¹ per ASTM D4956² Type XI

Observation Angle	Color	Entrance Angle	
		4°	30°
0.1° ³	White	830	325
	Yellow	620	245
	Blue	37	15
	Green	83	33
	Red	125	50
	Brown	25	10
	Fluorescent Yellow	500	200
	Fluorescent Yellow-Green	660	260
	Fluorescent Orange	250	100
0.2°	White	580	220
	Yellow	435	165
	Blue	26	10
	Green	58	22
	Red	87	33
	Brown	17	7
	Fluorescent Yellow	350	130
	Fluorescent Yellow-Green	460	180
	Fluorescent Orange	175	66
0.5°	White	420	150
	Yellow	315	110
	Blue	19	7.0
	Green	42	15
	Red	63	23
	Brown	13	5
	Fluorescent Yellow	250	90
	Fluorescent Yellow-Green	340	120
	Fluorescent Orange	125	45
1.0°	White	120	45
	Yellow	90	34
	Blue	5.0	2.0
	Green	12	5.0
	Red	18	7.0
	Brown	4	1
	Fluorescent Yellow	72	27
	Fluorescent Yellow-Green	96	36
	Fluorescent Orange	36	14

OmniCube Series **exceeds** all values listed in **Table A** and **Table B**.

OmniCube Series also **exceeds** the current applicable requirements for the following specifications:

ASTM D4956	International
AASHTO M268	USA
CUAP	EU
GB/T 18833	China
N-CMT-5-03-001	Mexico
UNE 135340	Spain
NF XP98520	France
EN12899/1 Class R3C	UK
UNI 11122	Italy
JIS Z9117	Japan
SANS 1519-1	South Africa
AS/NZS 1906.1	Australia New Zealand
ABNT NBR 14644	Brazil
IRAM 3952	Argentina

Avery Dennison suggests you obtain the current requirements from your local agency and ensure product conformance with such requirements. Your Avery Dennison Representative can assist you in this regard.

¹ R_a =
candelas per foot-candle per square foot (cd/ft²) OR
Candelas per lux per square meter (cd/lx/m²)

² Measured according to ASTM E810

³Note that 0.1° Observation angle is a "supplemental Requirement" in ASTM D4956. It represents long highway viewing distances of about 900 ft (275 Meters) and greater.

Avery Dennison® OmniCube™ T-11000 & W-11000 Series

Full Cube Microprismatic Retroreflective Film

Issued: April 2018

Colors and Specification Limits:

Figure A: Daytime Color – CIE Color Diagram

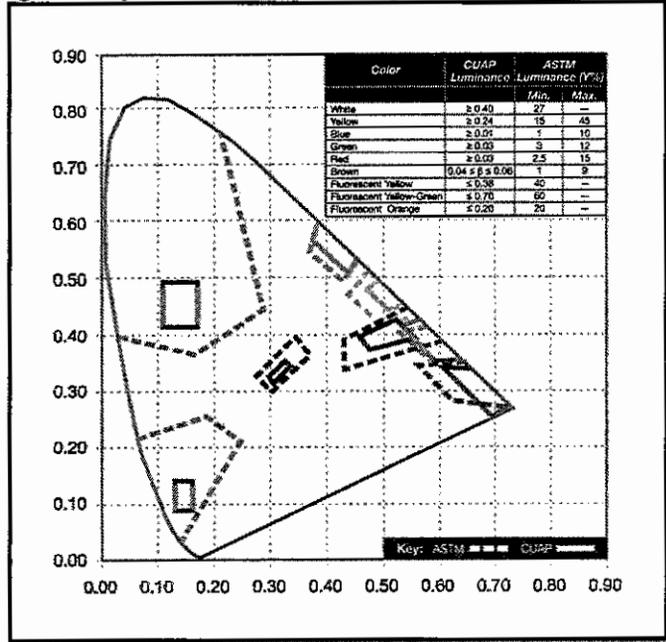
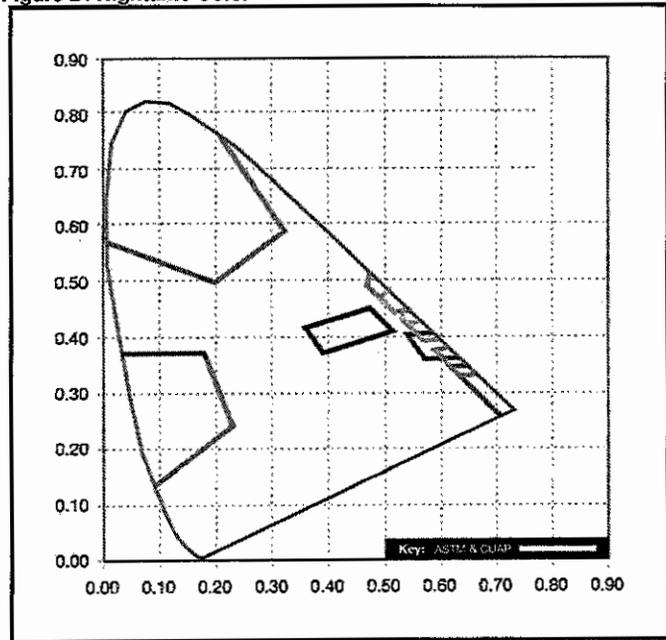


Figure B: Nighttime Color



OmniCube Series **meets** the current applicable daytime and nighttime color requirements for ASTM D4956 and CUAP as well as standards listed on Page 2.

Chromaticity Coordinate Limits

Figures A & B show the four pairs of chromaticity coordinates from ASTM D4956 and CUAP on the color grid.

Daytime Color

The four pairs of chromaticity coordinates in **Figure A** determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with Standard Illuminant D65 and CIE Publication no. 15 using CIE Standard Illuminant D65 and CIE 45/0 geometry. Luminance factor shall comply with table in **Figure A**.

Note: The saturation limit of green and blue may extend to the border of the CIE chromaticity locus for spectral colors

Nighttime Color

The four pairs of chromaticity coordinates in **Figure B** determine the acceptable color measured using CIE Illuminant A, observation angle of 0.33 degrees, entrance angle of +5 degrees, source and receiver apertures not to exceed 10 minutes of arc, and CIE 1930 (2 degree) standard observer per ASTM D4956.

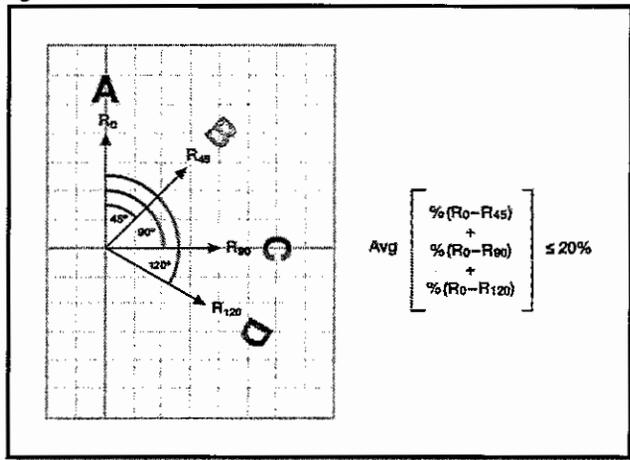
Avery Dennison® OmniCube™ T-11000 & W-11000 Series Full Cube Microprismatic Retroreflective Film

Issued: April 2018

Sheeting Orientation:

The American Association of State Highway Transportation Officials (AASHTO) has recognized that some retroreflective films are rotationally (orientation) sensitive. Because this impacts sign luminance, AASHTO has defined a specification to measure orientation performance. **Figure C** shows how the orientation sensitivity is measured. In order for a film to be considered rotationally insensitive, the average percent difference (shown in **Figure C**) must be less than or equal to 20%.

Figure C



When measured for orientation sensitivity as described in AASHTO M 268-10, all Avery Dennison sheeting, both beaded and prismatic, **pass** the specification as **rotationally insensitive**. Therefore, no special identification marks or other features (such as a datum mark, or distinctive seal pattern) are required to denote optimum orientation for sheeting. Because the user can expect visual uniformity regardless of orientation, no costly and cumbersome fabrication techniques are required to orient sheets, cut sign legend or border tape during sign fabrication.

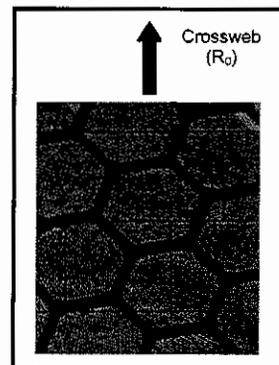
Specifying agencies and sign fabricators are cautioned that some retroreflective sheetings, even of the same ASTM "Type" may not provide consistent luminance for desired night visibility if the sheeting is not applied in the optimal, or in uniform orientation. Agencies and fabricators should be aware of this concern and discuss the potential effects of rotation on luminance of specific sheetings with their material supplier before beginning installation and/or fabrication.

OmniCube Series is Omni-Directional and **passes** the AASHTO specification as being **rotationally insensitive**.

Retroreflectivity R_A values taken per ASTM E810
0.5° Observation angle and
-4° or 5° Entrance angle

As a datum for laboratory measurements R_0 is identified in the crossweb direction. See **Figure D**.

Figure D



Watermark: OmniCube contains the watermark seen in **Figure E**.

Figure E



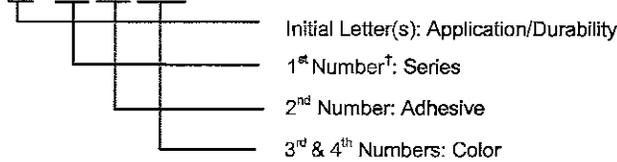
Avery Dennison® OmniCube™ T-11000 & W-11000 Series

Full Cube Microprismatic Retroreflective Film

Issued: April 2018

Nomenclature:

T-11 5 0 0



Initial Letter	Application	Durability*
T**	Traffic/Permanent Sheeting	12 year
W	Work Zone Sheeting	3 year
WR	Work Zone Reboundable	3 year

* See your local representative for complete details.

**Fluorescent Yellow & Fluorescent Yellow-Green durability is 10 year

Series	11000
--------	-------

2 nd Number	Substrate
1	Pressure Sensitive for Plastic Substrates
2	Pressure Sensitive for Wood Substrates
5	Pressure Sensitive for Aluminum Substrates

3 rd & 4 th Numbers	Color
00	White
01	Yellow
04	Orange
05	Blue
07	Green
08	Red
09	Brown
11	Fluorescent Yellow
13	Fluorescent Yellow-Green
14	Fluorescent Orange
42	4" LEFT Orange Pre-Striped Barricade
43	4" RIGHT Orange Pre-Striped Barricade
44	6" LEFT Orange Pre-Striped Barricade
45	6" RIGHT Orange Pre-Striped Barricade

[†]OmniCube is the exception and leads with the number 11

WARRANTY

Avery Dennison OmniCube™ T-11000 & W-11000 microprismatic reflective sheeting ("Product(s)") are warranted to be free from defects in material and workmanship for one (1) year from date of purchase (or the period stated on the specific product information literature in effect at time of delivery, if longer). It is expressly agreed and understood that Avery Dennison's sole obligation and Purchaser's exclusive remedy under this warranty, under any other warranty, express or implied, or otherwise, shall be limited to repair or replacement of defective Product without charge at Avery Dennison's plant or at the location of Product (at Avery Dennison's election), or in the event replacement or repairs is not commercially practical, to Avery Dennison's issuing Purchaser a credit reasonable in light of the defect in the Product.

CONDITIONS

This warranty shall be effective only if all of the following conditions are met:

Fabrication and/or installation must occur within one (1) year from the date of purchase.

The failure must have resulted solely from a manufacturing defect or deterioration of the Product due to natural causes under the Performance Warranty. Without limiting the generality of the foregoing, there is no warranty for the failure of the sheeting due to improper sign fabrication, storage, handling, installation, maintenance, failure of the sign substrate, vandalism or mischief. Slight color fading, cracking, chalking, edge lifting, or slight reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.

Avery Dennison has published instructional bulletins pertaining to the storage, handling, and cleaning of Product, approved substrates, and application procedures (collectively, the "Procedures"). The Product must have been processed and applied to blank, clean material in accordance with the Procedures, as such may be amended from time to time. Avery Dennison reserves the right to reject any warranty claim where the fabricator or installer cannot satisfactorily prove or demonstrate that the Avery Dennison procedures were utilized. The date of installation, warranty registration, and claim procedures established by Avery Dennison must be followed, and failure to follow such procedures shall void this warranty. Replacement Product carries only the unexpired warranty portion of the Product it replaces. The Product must be properly stored and applied within the shelf-life as stated in the applicable Avery Dennison Product Data Sheet including adhesive and other material product data.



Avery Dennison® OmniCube™ T-11000 & W-11000 Series

Full Cube Microprismatic Retroreflective Film

Issued: April 2018

Characteristics:

Property	Value	Instructional Bulletins
Shelf-Life	1 year from date of purchase when stored at the following conditions; 65°-75°F (18°-24°C) and 50% ± 5% R.H.	#8.00
Typical film Caliper	16 – 20 mils (406 – 508µm)	NA
Min. Application Temperature	50° F (10° C)	#8.10
Service Temperature	-10°F to +150°F (-23°C to + 65°C)	#8.00
Screen Printing	Long term durability of screen printing in combination with OmniCube Series is warranted when used with approved inks and overlays. See Page 7.	#8.30 #8.55
Eco Solvent Inkjet Printing	Long term durability of inkjet printing in combination with OmniCube Series is warranted when used with approved inks and printer systems. See Page 7.	TrafficJet™ Print System
Thermal Transfer Printing	Long term durability of thermal transfer printing in combination with OmniCube Series is warranted when used with approved ribbons and printer systems. See Page 7.	#8.60

ADDITIONAL LIMITATIONS

Unintended Use: This warranty only applies to Product that is used by professional converters and installers for the defined end uses and in the combinations described in the applicable Avery Dennison Product Data Sheets and Instructional Bulletins. For any other use, the user is responsible for determining the suitability of the Product, and for any and all risk or liability associated with that use or application, and the user agrees to indemnify, defend and hold harmless Avery Dennison for any claims, losses, damages, judgments, expenses and/or expenses, including attorneys fees, resulting from such use or application. This warranty is expressly conditioned on the Product being processed by professional converters or installers in accordance with the Avery Dennison recommended written processing instructions, and being applied to properly prepared surfaces and cleaned and maintained in accordance with recommended Avery Dennison procedures. It is the converters, installers or other users responsibility to perform incoming raw material quality inspections, to assure proper surface preparation and that approved application procedures are followed, to retain converted samples, and to immediately cease using and notify Avery Dennison and/or its authorized agent or distributor of any Product, Materials and/or finished Product discovered to be (or reasonably capable of being discovered to be) defective.

Misuse and Force Majeure: Avery Dennison has no obligations or liability under this warranty with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglected or otherwise mishandled or improperly processed or installed. Product is not warranted against premature failure caused by chemical, environmental or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, solvents, moisture, temperature, mechanical washing equipment, engine fuel spills, engine exhaust, steam, organic solvents or other spilled chemicals pollutants, including industrial and volcanic ash. Damage from fire, structural failure, lightning, accidents, and other force majeure events are not covered by this warranty.

Third Party Product: Avery Dennison assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where installer or converter uses or reference is made to a commercially available product, made by another manufacturer, it shall be the responsibility of the user, installer or converter to ascertain the precautionary measures for its use outlined by the manufacturer.

The remedies provided under this warranty are exclusive. In no event shall Avery Dennison be responsible for any direct, indirect, incidental or consequential damages or specific relief whether foreseeable or not, caused by defects in such Product, whether such damage occurs or is discovered before or after replacement or credit, and whether or not such damage is caused by Avery Dennison's negligence. In no event shall Avery Dennison's liability hereunder exceed the remedies specifically set forth in this warranty. Avery Dennison's liability shall be limited, at Avery Dennison's option, to the purchase price, replacement of the defective Product and in some cases when authorized by Avery Dennison the repair and replacement of the defective Product.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHERS. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND MANUALLY SIGNED BY AN OFFICER OF AVERY DENNISON.

Avery Dennison® OmniCube™ T-11000 & W-11000 Series

Full Cube Microprismatic Retroreflective Film

Issued: April 2018

Converting Information:

The following Avery Dennison literature will provide information to the user for proper application, storage, and other requirements. Find the latest information on the Avery Dennison website, www.reflectives.averydennison.com. We encourage you to check our website periodically for updates.

Approved Screen Printing Inks, Overlays, and Printing Systems:

Supplier	Series	System	Instructional Bulletins
Avery Dennison	4930 Inks	1 Part Solvent	#8.40
Avery Dennison	UVTS Nazdar	UV	#8.38
Avery Dennison	OL-2000	Acrylic Overlay	#8.01, #8.10, #8.25
Avery Dennison	OL-1000	Anti-Graffiti	#8.01, #8.10
Matan	DTS	Thermal Transfer*	#8.60
Avery Dennison	TrafficJet™ 1638 - 8 Color	Eco Solvent Inkjet*	TrafficJet™ Print System

* See Instructional Bulletin for overlay requirements

Instructional Bulletins:

Film Care & Handling	#8.00
Substrate Requirements	#8.01
Application Techniques for PS Film	#8.10
Cutting Methods	#8.20
Computer Sign Cutting	#8.25
Screen Preparation	#8.30
Troubleshooting Printing & Processing	#8.34
Ink Recommendations Guide	#8.55

Substrates:

The application of Avery Dennison OmniCube Series sheeting is limited to properly prepared substrates which differ by product. For traffic products, application is limited to properly prepared Aluminum. For products in the W-11100 line, application is limited to properly prepared plastic. Users are urged to carefully evaluate, under actual use conditions, any film application to other substrates. Failure of film caused by other substrates, materials, contamination, or improper surface preparation is not the responsibility of Avery Dennison. See Instruction Bulletin #8.01 for full details on substrate requirements.

DEFINITIONS

Durability: means that the Product in a finished graphic, panel or sign situated outdoors, subject to the limitations herein and Avery Dennison Product Data Sheets and Instructional Bulletins, and applied to recommended surfaces, will not deteriorate excessively such that the finished sign, panel or graphic is ineffective for its identification when viewed under normal conditions from the intended viewing distance.

Outdoor Durability: is based on normal middle European and central North American outdoor exposure conditions and application to recommended surfaces. Actual performance life will depend on a variety of factors, including but not limited to substrate preparation, exposure conditions and maintenance of the Product and finished graphic, panel or sign. In case the finished graphics, panel or sign is in areas of high temperatures or humidity, in industrially polluted areas or other areas with air laden particulate matter, and/or in high altitudes, Outdoor Durability may be reduced. Please see your local Avery Dennison representative for changes to warranties based on such localized conditions.

Vertical Exposure: means that the face of the finished graphic is $\pm 10^\circ$ from vertical.

Non-Vertical Exposure: means that the face of the finished graphic is greater than 10° from vertical and greater than 5° from horizontal. Retroreflective films are not warranted for this exposure.

Flat surfaces: means a two dimensional flat surface without protruding objects.

Weathering Effects: Some degradation of Product performance over time is considered normal wear. Slight color fading, chalking, edge lifting, or slight reduction in gloss or reflectivity due to normal wear exposure and other natural weathering, environmental or other conditions or damage caused by tornadoes, hurricanes, wind, excessive ice buildup or extraordinary frozen particulate conditions, large hail stones or other acts of God, do not constitute a breach of warranty or give rise to any liability by Avery Dennison.

Printing, Curing and Ink Defects: Ink contaminations, failures or other defects, or other failures due to improper printing conditions or settings including, but not limited to, unsuitable color calibration, incorrect ICC color profile or incompatible printing, do not constitute a breach of warranty. Product failure caused by ink over-saturation, excessive or under curing, failure of ink to render desired colors on Product, or other treatment or processing errors are not warranted.

Adhesion to Application Surfaces: This warranty does not cover the Product if the application surface is not properly prepared; nor does the warranty cover the Product or damage to the substrate because the layers of the substrate separate due to a lower bond between those layers than the bond between the Product and the top layer of the substrate, or surfaces which subsequently crack, peel, outgas, or become damaged beneath the Product.

INDEPENDENT TESTING REQUIRED

All statements, technical information and recommendations about Avery Dennison products are based upon tests and information believed to be reliable but do not constitute a guarantee or warranty of any kind. All Avery Dennison products are sold with the understanding that Purchaser has independently determined the suitability of such products for its intended and other purposes.

Avery Dennison, OmniCube, and the logo are registered trademarks or trade names of Avery Dennison Corp. © 2011 All Rights Reserved.

US Patent RE40,700E US Patent RE 40,456E





VERNAL CITY CORPORATION ("CLIENT"), HEREBY AUTHORIZES CRS CONSULTING ENGINEERS, INCORPORATED ("ENGINEER"), A UTAH CORPORATION, TO PROVIDE THE SERVICES DESCRIBED BELOW SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW.

CLIENT is a(n):				
Individual <input type="checkbox"/>	Corporation <input checked="" type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	
A. CLIENT INFORMATION:		B. PROJECT DESCRIPTION:		
Client Name: VERNAL CITY CORPORATION		Project Name and Location: SRTS 500 West Sidewalk		
Representative: Quinn Bennion		Estimated Begin/End Dates: 03/02/2020 – 05/29/2020		
Address: 374 East Main Vernal, Utah 84078		CRS Project No.: 2020-0079		
Phone: (435) 781-7110				

C. ENGINEER'S SERVICES:

ENGINEER shall provide the services set forth below or within the Scope of Services attached hereto and by this reference made a part hereof. Services not expressly set forth below or within attached Scope of Services or otherwise incidental to or implicit in those services, as determined solely by ENGINEER, are not a service of ENGINEER.

Description of Services: CRS will provide design and construction management services to install sidewalk on the east side of 500 West from approximately 1100 S to 987 S. Full Scope of Work is attached hereto as Exhibit A.

D. COMPENSATION:

ENGINEER shall be compensated as described in this paragraph D and within the Scope of Services attached hereto and by this reference made a part hereof, and Article 1 herein. CLIENT shall pay a **retainer fee of \$0.00 prior to commencement** of ENGINEER'S services. Said fee shall be applied to the final invoice for services provided hereunder. In the event there is conflict between the compensation provision of this paragraph D and the Scope of Services, this paragraph D and Article 1 herein shall control.

Time and Materials not to exceed the amount of TWENTY- FOUR THOUSAND (\$24,000) DOLLARS.

HAVING READ, UNDERSTOOD AND AGREED TO THE FOREGOING, **AND THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF**, CLIENT AND ENGINEER, BY AND THROUGH THEIR AUTHORIZED REPRESENTATIVES, HAVE SUBSCRIBED THEIR NAMES HERETO EFFECTIVE THE LAST DATE APPEARING BELOW.

VERNAL CITY CORPORATION

CRS CONSULTING ENGINEERS INCORPORATED

Authorized Signature

Authorized Signature

By (print):

By: DAREN S. ANDERSON

Title (print):

Title: Executive Vice President

Date:

Date: 02/25/2020



ARTICLE 1. COMPENSATION

- 1.1 Reimbursable Expenses. Reimbursable expenses include all expenditures made by or on behalf of ENGINEER in performing its services hereunder and in the interest of the project.
- 1.2 Progress Payments. CLIENT will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by ENGINEER during the month invoiced. Payment on an invoice is due upon receipt of the invoice by CLIENT. Payments via credit card will only be accepted for the specified amount including the processing fee of 3.25% incurred by ENGINEER from the credit card company. In the event of a dispute regarding an invoice, CLIENT shall pay all undisputed amounts as per this Article and disputed amounts shall be reserved for resolution.
- 1.3 Late Payment/Collection. ENGINEER may assess a carrying charge of 1.5 percent per month on progress payments not made within thirty (30) days of the date of invoice, which charge CLIENT warrants will be paid on demand. ENGINEER may, in its sole discretion and without notice, suspend or terminate its services under this Agreement should CLIENT not pay the amount invoiced within forty-five (45) days of the date of invoice. ENGINEER further reserves the right to withhold from CLIENT any instruments of ENGINEER's service, or copies thereof, developed for CLIENT under this Agreement pending payment on CLIENT's outstanding indebtedness. If it becomes necessary to refer the account to a collection agency CLIENT agree to pay all costs, not limited to, attorney's fees, court costs, costs of preparing documents for court and collection agency fees, whether incurred by filing a lawsuit or otherwise.
- 1.4 Estimates of Compensation. Estimates of ENGINEER'S compensation or fee where surveying services are to be provided only represent ENGINEER'S opinion given the then existing information and circumstances and are not binding upon ENGINEER. Actual compensation or fee for surveying services may vary substantially depending upon conditions beyond ENGINEER'S knowledge or control, including but not limited to adverse weather, lack of adequate monumentation or control, and/or site conditions.

ARTICLE 2. SPECIAL TERMS AND CONDITIONS

- 2.1 Additional Services. Services not expressly or implicitly included with those herein specified, as determined by ENGINEER, are not covered by this Agreement. Such services may be provided only upon the execution of an amendment in compliance with this Agreement.
- 2.2 Construction Estimates. Estimates of construction cost, material quantities and construction time estimates provided by ENGINEER under this Agreement represent its opinion and are subject to change and are contingent upon factors over which ENGINEER has no control. ENGINEER makes no warranty, express or implied, as to the accuracy of such estimates.
- 2.3 Construction Services. Except as may be expressly provided by this Agreement, CLIENT recognizes that ENGINEER'S compensation for any services rendered during construction contemplates one (1) construction contract being let and construction completion within the time period set forth herein. Should the period for construction be exceeded through no fault of ENGINEER or more than one (1) construction contract be let, ENGINEER'S compensation shall be increased for services rendered in relation to such additional contract(s) or beyond said time period. ENGINEER is not responsible for the means, methods or sequences of construction nor for the safety of workers or others at the construction site. Construction review services are neither exhaustive nor continuous and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. ENGINEER is not responsible for the performance or non-performance of the construction contractor or its subcontractor(s).
- 2.4 Termination. This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. This Agreement may be terminated by CLIENT upon seven (7) days written notice to ENGINEER in the event that the Project is permanently abandoned. If this Agreement is terminated through no fault of the ENGINEER, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for ENGINEER'S rescheduling adjustments, reassignment of personnel and related costs incurred due to termination. If this Agreement is terminated by CLIENT for cause, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement.
- 2.5 Representatives. ENGINEER and CLIENT shall designate in writing a person authorized to act as their Representative. Said Representative shall receive and examine documents submitted by the other party and shall interpret and define policies and render decisions and authorizations promptly to prevent unreasonable delay in the progress of the Project.
- 2.6 Prohibition Against Hiring. During the term of this contract ENGINEER and CLIENT shall be prohibited from hiring or otherwise retaining, in any capacity, each other's personnel. This applies to employees and others under contract at any level.
- 2.7 Limitation of Liability. CLIENT agrees to limit the liability of ENGINEER and ENGINEER'S consultants, employees and agents to CLIENT and to all contractors, subcontractors and to all other persons which may arise from or be due directly or indirectly to any strict liability, breach of contract or other duty and/or any professional or other negligent act, error and/or omission of ENGINEER and/or ENGINEER'S consultants, employees or agents in connection with the performance of services for this Project, such that the total aggregate liability of ENGINEER and ENGINEER'S consultants, employees and agents to those named shall not exceed the total contract value or One Hundred Thousand Dollars (\$100,000.00), whichever is the lesser total amount. For the purposes of computing the total aggregate liability to be limited hereunder, the total aggregate liability shall include the attorneys' fees and costs of litigation reasonably incurred by ENGINEER and ENGINEER'S consultants, employees and agents in the defense of such claims. Said limit of liability may be increased prior to the execution of this Agreement up to ENGINEER'S then effective professional liability insurance limits upon CLIENT'S written request and payment of an additional fee as agreed upon by both parties.
- 2.8 Ownership of Documents. All plans, specifications, tracings, notes, data and other documents, including electronic media/disks, are instruments of professional service and ENGINEER shall retain the ownership and all common law, statutory and other reserved rights, including copyright, in

such data and documents. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modification or use on other projects of such instruments of service, or copies thereof, without ENGINEER'S prior express written consent shall be at CLIENT'S sole risk. CLIENT shall hold harmless, indemnify and defend ENGINEER and ENGINEER'S consultants, employees and agents from and against any and all claims and/or liability arising out of any such non-permissive modification or use. Final project deliverable(s) are contingent upon receipt of full payment.

- 2.9 CLIENT Information. ENGINEER and ENGINEER'S consultants shall have the right to rely on any and all information supplied to ENGINEER or ENGINEER'S consultants by or through CLIENT, and shall not have a duty to verify the accuracy of such information unless otherwise expressly agreed herein. CLIENT shall disclose information or knowledge of hazardous materials on the project site. CLIENT shall hold harmless, indemnify and defend ENGINEER and ENGINEER'S consultants, employees and agents from and against any claims and/or liability related, directly or indirectly, to ENGINEER'S or ENGINEER'S consultant's use of or reliance upon any such information.
- 2.10 Record Drawings. Any Record Drawings called for herein will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the Construction Contractor, who is to document such modifications as part of its performance. ENGINEER may rely upon such information and is not responsible for the accuracy of such information as it affects the Record Drawings. Record Drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations or differences.
- 2.11 Site Access. CLIENT shall secure rights of access for ENGINEER to all property reasonably necessary to the performance of ENGINEER'S services.
- 2.12 Subpoenas and testimony. If ENGINEER is required by provisions of law or by court order, including if a third-party subpoenas ENGINEER'S records or requires ENGINEER to testify concerning work or services performed or which ENGINEER has performed for CLIENT, ENGINEER will consult with CLIENT to determine whether CLIENT intends to assert any objections or privileges (to the extent CLIENT may properly do so). CLIENT hereby agrees to pay ENGINEER for ENGINEER'S time and expenses reasonably incurred, and at the then prevailing rates, in relation to any such demand or obligation, including but not limited to, time and expenses for searching and copying records, reviewing documents, consulting with legal counsel, designating privileged documents, asserting objections, appearing at depositions or hearings or trials, litigating issues raised by such request(s), and for ENGINEER'S actual attorney's fees and costs incurred relating to these obligations and services.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

- 3.1 Applicable Law. This Agreement shall be interpreted and enforced in and according to the laws of the State of Utah.
- 3.2 Assignment; Subcontracting. Neither CLIENT nor ENGINEER shall assign its interest in this Agreement without the written consent of the other, except that ENGINEER may subcontract any portion of its services without such consent. CLIENT is primarily responsible for the compensation of any person(s) providing such subcontracted services and such person(s) shall have a right of action directly against CLIENT for CLIENT'S nonpayment. This Agreement shall be binding upon and inure to the benefit of the successors, assigns or any other transferees of the signatories hereto. Except as expressly provided in this paragraph, no rights or benefits are conferred to third parties by this Agreement.
- 3.3 Force Majeure. Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) (excluding financial inability) beyond said party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligation of said party as long as performance is delayed or prevented thereby.
- 3.4 Attorney's Fees. In the event of CLIENT'S default, CLIENT shall pay all costs incurred by ENGINEER as a result of said default, including reasonable attorney's fees, whether incurred through initiation of legal proceedings or otherwise.
- 3.5 Severability; Waiver. In the event any term, condition or other provision(s) or any portion thereof of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
- 3.6 Amendments; Merger. This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral.

ARTICLE 4. CONFIDENTIALITY

- 4.1 Confidential Information. Confidential Information means any information disclosed by either party to the other party, either directly or indirectly. In writing, orally, or by inspection of tangible objects (including, without limitation documents, samples, equipment, drawings, etc) that is designated as "Trade Secret", "Confidential", "Proprietary" or some similar designation, or is of such a nature or has been disclosed in such a manner that it should be obvious to the receiving party that such is claimed confidential. Confidential information includes without limitation a disclosing party's trade secrets, know-how, intellectual property, and proprietary information.
- 4.2 Non-Use and Non-Disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose other than intended as pertains to the Scope of Services defined herein. Each party agrees not to disclose any Confidential Information of the other party to employees or third parties except those who are required to have the information in order to complete the services as defined in the Scope of Services.



CRS ENGINEERS
Answers to Infrastructure'

2028 W. 500 N. PO Box 1485. Vernal, UT 84078
o. 435.781.2550. f. 435.781.2950. crsengineers.com

February 25, 2020

Quinn Bennion, City Manager
Vernal City
374 East Main
qbennion@vernalcity.org

Re: 500 West Safe Routes to Schools Sidewalk Project

Dear Quinn:

As you know, funding for the previously awarded Safe Routes to Schools (SRTS) grant will be available after July 1, 2020. With the changes in the way the SRTS is managed, we anticipate the dollars awarded being able to cover the installation of more sidewalk than previously planned. I feel we can be more efficient with the design and construction management of this project, given the changes in how the program is administered. With this in mind, I propose the following scope and fee for the project.

Design Services

CRS Engineers will survey the project area and design the grade and alignment of the sidewalk, curb and gutter and the asphalt extension from the existing road to the new lip of gutter as needed. The design will extend from the original length of 735 feet to approximately 1,600 feet, or far enough to allow sidewalk to be installed to best utilize the funding available. Construction drawings will be produced.

Bidding Services

Drawings and specifications will be prepared for bidding and contracting purposes. CRS will organize and coordinate the bidding process, conducting the pre-bid meeting with potential contractors and answering questions. We will assist the City in entering into a contract with the selected contractor.

Construction Management Services

With a contractor on board, CRS will hold a pre-construction meeting with contractor, City and engineer to ensure all understand the project objectives and the plan to achieve them. We will provide elevation bench marks and support to the contractor to ensure the project is built as designed. Throughout construction, we will be in contact with the contractor and the City, reporting the progress of the project. We will perform part-time inspection, including at critical points of the project such as when forms are set but before pouring concrete. We will review the requests for payment and submit them to the City and aid in project closeout.

Keith Despain, PE
Associate

c. 435.790.3913
keith.despain@crsengineers.com

Keith Despain, PE
Associate

With the changes in the SRTS program, we are pleased to offer design of more than twice the length of sidewalk for less engineering fees than the initially allotted \$40,000. The proposed fee for the scope described above is to be billed hourly, not to exceed **\$24,000**.

If you have any questions regarding the above scope or fee, please let me know. We are ready to begin designing this project as the snow has melted off.

Sincerely,
CRS Engineers

A handwritten signature in black ink, appearing to read "Keith Despain", with a long horizontal flourish extending to the right.

Keith Despain
Associate

cc
2020-0079

Keith Despain, PE
Associate



2020 STANDARD FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
Engineering	
Principal	\$ 198.00
Senior Project Manager II	\$ 168.00
Senior Project Manager	\$ 158.00
Project Manager	\$ 135.00
Senior Project Engineer	\$ 125.00
Project Engineer	\$ 115.00
Staff Engineer III	\$ 110.00
Staff Engineer II	\$ 105.00
Staff Engineer I	\$ 95.00
Engineering Intern	\$ 95.00
Environmental	
Senior Project Manager	\$ 168.00
Project Manager	\$ 125.00
Environmental Specialists	\$ 95.00
Wetland Specialist	\$ 85.00
Technicians	
Senior Design Technician	\$ 100.00
Designer/Drafter II	\$ 90.00
Designer/Drafter I	\$ 85.00
GIS Specialist	\$ 95.00
Sr. Construction Observation Specialist	\$ 125.00
Construction Observation Specialist III	\$ 112.00
Construction Observation Specialist II	\$ 100.00
Construction Observation Specialist I	\$ 80.00
Public Involvement Specialist	\$ 75.00
Survey	
Principal Surveyor	\$ 160.00
Survey Project Manager	\$ 140.00
Project Surveyor	\$ 115.00
Sr. Survey Technician	\$ 95.00
Survey Coordinator	\$ 90.00
3 Man Crew	\$ 165.00
2 Man Crew	\$ 150.00
1 Man Crew	\$ 95.00
Administrative	
IT Services Manager (Consulting)	\$ 126.00
IT Services (Consulting)	\$ 100.00
Contract Administration	\$ 85.00
Administrative Services II	\$ 63.00
Administrative Services I	\$ 55.00

*Invoices are due and payable upon presentation. Projects are billed as work progresses.
An account becomes past due 30 days after the date of the invoice.
Projects with a duration of more than one calendar year will be subject to adjusted billing rates.*