

**Park City Municipal Corporation**

**REQUEST FOR PROPOSALS (NON-BID) FOR**

*Instrumentation (Flow Meters & Tank Level Sensors)  
Assessment and SCADA Programing*



NOTICE  
REQUEST FOR PROPOSALS (NON-BID)  
*Instrumentation (Flow Meters & Tank Level Sensors) Assessment and SCADA  
Programing*

PROPOSALS DUE: **By Wednesday, February 21, 2018, at 4:00 p.m. MST**

PROJECT NAME: Instrumentation (Flow Meters & Tank Level Sensors)  
Assessment and SCADA Programing

RFP AVAILABLE: February 5, 2018

PROJECT DESCRIPTION (brief): Evaluate the identified meters and tank level sensors for accuracy and ensure that data provided by that instrumentation is being properly presented in SCADA.

PROJECT DEADLINE: December 31, 2018

OWNER: Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060

CONTACT: *Jason Christensen, Water Resources Manager*  
[jason.christensen@parkcity.org](mailto:jason.christensen@parkcity.org)

**All questions shall be submitted in writing by no later than Monday, February 12, 2018, at 4:00 p.m. MST via email to Jason Christensen, Water Resources Manager.** Answers to questions will be posted as addendums to this Request for Proposals on the Park City website.

**Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.**

## I. Introduction

Park City Municipal Corporation (“City”) maintains a water system to meet the needs of its residents. The City Council has a goal of reducing water consumption consistent with our 2014 Water Conservation Plan and also has a goal of reducing energy demand to assist in the City’s goal of becoming Carbon Neutral in the year 2022. To support these goals, the City is expanding the use of its flow meters and tank monitors to help us calculate a mass balance for different zones in the City. In order to increase the validity of this data, the City is seeking submittals on the scope of project specified below.

## II. Scope of Project

The City is requesting proposals for a service provider to evaluate the condition, accuracy, and settings of listed tank level sensors and distribution flow meters. The City’s overall goal is to increase the accuracy of this data to assist the City in reducing overall water loss.

More specifically:

1. Evaluate Meters listed in **Exhibit “B”** attached hereto and made a part hereof.
  - a. Service Provider shall verify make and model of all meters.
  - b. Service Provider shall obtain information on manufacturer’s specifications for installation and use and evaluate each meter against this information.
    - i. Service Provider shall provide a written report on each location’s compliance with manufacturer’s installation specifications.
  - c. Service Provider shall recommend, based on the work above and on its professional expertise, one of the following:
    1. No action needed.
    2. Calibration recommended.
    3. Replacement recommended due to condition or more accurate option available.
      - a. Replace with similar equipment
      - b. Replace with different specified equipment.
2. Evaluate Tank Level Sensors listed in **Exhibit “C”** attached hereto and made a part hereof.
  - a. Service Provider shall verify make and model of Tank Sensor.
  - b. Service Provider shall obtain information on manufacturer’s specifications for installation and use and evaluate Tank Level Sensor against this information.
    - i. Service Provider shall provide a written report on each location’s compliance with manufacturer’s specifications.
  - c. Service Provider shall recommend, based on the work above and on its professional expertise, one of the following:
    1. No action needed.

2. Calibration recommended.
3. Replacement recommended due to condition or more accurate option available.
  - a. Replace with similar equipment
  - b. Replace with different specified equipment.
3. Ensure data provided by Meters & Tank Level Sensors are properly scaled and processed by SCADA for all instrumentation listed in Exhibits “B” and “C”.
  - a. City shall provide:
    - i. The anticipated flow range for Meters.
    - ii. Tank characteristics such as volume or shape.
  - b. Service Provider shall determine the current Meter and Tank Level scaling for all instrumentation.
    - i. Service provider shall obtain the current SCADA scaling for all instrumentation.
    - ii. Service provider shall then provide a written report on current scaling and recommended changes.
    - iii. City may direct Service Provider to change the scaling of the Meter or Tank Level instrumentation.
    - iv. City may direct Service Provider to change the scaling in SCADA.
    - v. Service Provider may recommend improvements that would further Park City’s goals.

Additional “Extra” Work:

4. All proposers shall include in their proposal a per site cost to make any necessary changes to the PLCs, provide necessary modules, and reprogram SCADA to accept:
  - a. Pulse Output from all Differential Pressure, Mag Meters and Meters listed in Scheduled for Replacement section in Exhibit “B” (a total of 25 sites); and
  - b. HART communication protocol for all Mag Meters and Meters listed in Scheduled for Replacement section in Exhibit “B” (a total of 25 sites).

These two options are mutually exclusive. At each site the City will evaluate whether to add a Pulse output, add a HART communication output, or do nothing. This decision will be determined by the tasks listed above, to be completed by the Service Provider prior to this decision. The City in its sole discretion may decide whether to complete any additional “extra” work items.

The City uses [Ignition](#) as its SCADA system. Components found in existing SCADA panels are included in **Exhibit “D”** attached hereto and made a part hereof.

5. Forty (40) hours of as needed SCADA and Instrumentation support related to the goals of this project but **not required** by any of the work above.

The City shall, in its sole discretion, decide whether to use any of this forty (40) hours.

General Information:

All on site work will be completed during normal business hours, Monday – Friday 8:00 a.m. to 5:00 p.m. The City may require that Service Provider personnel be accompanied by City personnel while on-site.

The Service Provider should conduct a kickoff meeting for this project.

It is anticipated that this contract will be a time and materials contract, with a not to exceed amount.

**III. Intentionally Omitted.**

**IV. Content of Proposal**

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to twenty (20) pages.

<b>Topic</b>	<b>Description</b>
Scope of Work	The ability to meet the goals of the project, and the scope of the project as outlined in Section II, as demonstrated by the submittal.
Price	The total cost to provide the Scope of Work. Please also provide a title, name, hourly rate, and anticipated time spent for all personnel expenses. Please identify markups on materials.
Experience	Ability to cite relevant, similar undertaking and provide references.
Presentation of Information	The overall organization and content of the Proposal. Brevity is appreciated.
Changes requested to requirements of Section VI.	<b>Please include a statement that you will accept the Park City standard contract without changes. If you are unable to do so, please review Section VI for the process to request changes. Changes to the Park City Municipal Standard Service Provider/Professional Services Agreement may disqualify a professional service provider and are discouraged. Requested changes may be counted against the provider.</b>

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended.

The award of contract is subject to approval by City Council. Proposals shall be valid for six (6) months.

**Price may not be the sole deciding factor.**

**V. Selection Process**

Proposals will be evaluated on the factors listed in Section IV, Content of Proposal, above.

The selection process will proceed on the following schedule:

A. Proposals will be received by the City by 4:00 p.m., Wednesday, February 21, 2018, at the Public Works Office located at 1053 Iron Horse Drive, Park City, Utah, Attn: Jason Christensen, Water Resources Manager.

B. A selection committee comprised of City staff will review all submitted RFPs the week of March 5, 2018.

C. It is anticipated that City Council will vote on the contract award on April 5, 2018.

**VI. Park City Municipal Standard Service Provider/Provider Services Agreement**

The successful proposal will be required to enter into Park City's standard Service Provider/Professional Services Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP as **Exhibit "A"**. If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.

If Proposer takes exception to any term or condition set forth in this RFP and/or the sample agreement and any of its exhibits or attachments, said exceptions must be clearly identified in the response to this RFP. **All questions about the insurance requirements or indemnification language found in paragraphs 7 and 8 of the sample agreement must be resolved with Park City prior to submitting an RFP.** Any questions not resolved prior to the submittal deadline will not be considered. Said exceptions and accepted resolutions must be clearly identified in the response to the RFP. **Exceptions or deviations to any of the terms and conditions must be submitted in a separate section of the document accompanying offeror's proposal identified as "Exceptions."** **The nature and extent of requested changes/such exceptions to our standard agreement (i.e., unwillingness to comply with our insurance/indemnity provision) counts against a bidder.** The City shall be the sole determiner of the acceptability of any exception.

Any Service Provider who contracts with Park City is required to have a valid Park City business license.

## **VII. Information to be submitted**

**To be considered, five (5) copies of the proposal and a USB flash drive with an electronic copy of the proposal must be received at the Park City Public Works Office, Attn: Jason Christensen, Water Resources Manager, 1053 Iron Horse Drive, Park City, UT 84060, by Wednesday, February 21, 2018, at 4:00 p.m.**

**If submitting by mail, submit to:**

Park City Municipal Corporation

Public Utilities Department

Attention: Jason Christensen, Water Resources Manger

P.O. Box 1480

Park City, Utah 84060

## **VIII. Preparation of Proposals**

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

## **IX. Proposal Information**

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

C. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

D. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

E. Park City Municipal Corporation's policy is, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

F. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.



**EXHIBIT "A"**  
**PARK CITY MUNICIPAL CORPORATION**  
**SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and \_\_\_\_\_, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

**1. SCOPE OF SERVICES.**

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The City has designated \_\_\_\_\_, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

**2. TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on \_\_\_\_\_ or earlier, unless extended by mutual written agreement of the Parties.

**3. COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

**4. RECORDS AND INSPECTIONS.**

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not \_\_\_\_\_ limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

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- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

### **5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely

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responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

## **6. SERVICE PROVIDER EMPLOYEE/AGENTS.**

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

## **7. HOLD HARMLESS INDEMNIFICATION.**

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

## **8. INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;  
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of

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Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## **9. TREATMENT OF ASSETS.**

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

## **10. COMPLIANCE WITH LAWS AND WARRANTIES.**

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

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## **11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

## **12. ASSIGNMENTS/SUBCONTRACTING.**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

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- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

### **13. CHANGES.**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

### **14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.**

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

### **15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra”



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pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

## **16. TERMINATION.**

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

## **17. NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

## **18. ATTORNEYS FEES AND COSTS.**

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

**19. JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

**20. SEVERABILITY AND NON-WAIVER.**

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

**21. ENTIRE AGREEMENT.**

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

**PARK CITY MUNICIPAL CORPORATION**  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**SERVICE PROVIDER NAME**

Address:

Address:

City, State, Zip:

Tax ID#:

\_\_\_\_\_  
PC Business License#

BL\_\_\_\_\_

Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (*title or office*) of \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company), by Authority of its Bylaws/Resolution of the Board of Directors or Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company).

\_\_\_\_\_  
Notary Public

**EXHIBIT “A”**

**SCOPE OF SERVICES**

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK

**Exhibit B**

<b>Facility</b>	<b>Type</b>	<b>Make</b>	<b>Model</b>	<b>size</b>
13th	differential pressure	McCrometer	V2300	6
13th	insertion - Vortex	Cla-Val	e-FlowMeter	
Bald Eagle	mag	Siemens	Sitrans F M MAG 5100 W	3
Bald Eagle	insertion - Vortex	Cla-Val	e-FlowMeter	
Woodside	insertion - propeller	Data Industrial/Badger	220BR0005-1211	3
Park City Heights	insertion - Vortex	Cla-Val	e-FlowMeter	6
Park City Heights	insertion - Vortex	Cla-Val	e-FlowMeter	2
Rossi Hill	insertion - Vortex	Cla-Val	e-FlowMeter	6
Rossi Hill	insertion - Vortex	Cla-Val	e-FlowMeter	2
Park Meadows	insertion - propeller	Data Industrial		6
Aerie	mag	Siemens	Sitrans F M MAG 5100 W	10
Boothill	mag	Endress Hauser	Promag 53W	12
Daly	mag	Endress Hauser	Promag W	8
Daly	mag	Endress Hauser	Promag W	10
Daly	mag	Endress Hauser	Promag W	10
Fairway Hills	mag	Endress Hauser	Promag W	6
Flagstaff	mag	McCrometer	Ultra Mag	
Flagstaff	mag	Toshiba	LF424	
Flagstaff	insertion - Vortex	Cla-Val	e-FlowMeter	
Flagstaff	insertion - Vortex	Cla-Val	e-FlowMeter	
Red Cloud Booster	mag	Sparling	TigerMag	
Quinns	mag	Siemens	Sitrans F M MAG 5100 W	18
Quinns	mag	Siemens	Sitrans F M MAG 5100 W	12
Lowell Ave	mag	Siemens	Sitrans F M MAG 5100 W	
City Park	mag	Endress Hauser	ProMag W "50WF-H90A1AK2BAAA"	10
Top of Main	mag	Sensus	AccuMag	2
Top of Main	insertion - Vortex	Cla-Val	e-FlowMeter	
Top of Main	mag	Sensus	AccuMag	2
Top of Main	insertion - Vortex	Cla-Val	e-FlowMeter	
Spiro	insertion - propeller	Data Industrial	71-000135	12
Spiro	insertion - propeller	Data Industrial/Badger	225BR	16

<u>Scheduled for Replacement (Do not assess) [Anticipated Replacement Siemens 5100W]</u>				
Chatham	propeller	Sensus	119	12
Iron Canyon	propeller	Sensus	W-350 Turbo	3
Sandstone Cove	propeller	Sensus		3
Solamere	propeller	Sensus		6
Middle School	propeller	Sensus	Prop 300	8
JSSD	propeller	Invensys	W-2000 DRS	
Mixing Vault	Turbine	Sensus	W1000	4
Last Chance	propeller	Water Specialties		10
<u>Locations without Meter (Do not assess)</u>				
Quarry Mountain	N/A	N/A	N/A	N/A





## Exhibit D SCADA

Facility SCADA equipment generally consists of:

- Allen Bradley 1769-L18ER (Compact CPU, Point IO); or Allen Bradley 1769-L33ER (Compactlogix CPU)
- Allen Bradley DI/DO Modules (varies by site)
- Allen Bradley AI/AO Modules (varies by site)

None of the facilities defined in the project are equipped with HART Communication Protocol , HART I/O Modules or Pulse counters.