



## Water Department

### REQUEST FOR PROPOSAL

### PARK CITY WATER SYSTEM SOURCE PROTECTION PLAN UPDATE

August 7, 2015

Park City Municipal Corporation (PCMC), located in Summit County Utah, is seeking the services of a qualified consulting firm for the purpose of updating our Drinking Water Source Protection Plan (DWSPP) and providing recommendations for improvement to our Drinking Water Source Protection Program.

#### BACKGROUND

Park City currently operates 6 groundwater sources (Judge Tunnel, Spiro Tunnel, Thiriot Spring, Park Meadows Well, Divide Well, Middle School Well). We also have two contracted water deliveries with Jordanelle Special Service District and Weber Basin Water Conservancy District. The DWSPP only applies to the 6 groundwater sources.

If you are interested in submitting a Proposal, please submit in accordance with the following:

#### PROPOSAL REQUIREMENTS AND CONTENTS

##### Scope of Project

1. Review the existing Park City DWSPP (2010) and update according to Utah Division of Drinking Water (DDW) regulations, including, but not limited to:
  - a. Identify new potential contaminant sources not previously identified in the existing DWSPP
  - b. Survey the area for new PCS's not already identified in the 2010 Plan and add them to the inventory.
    - i. Include non-production wells such as those used with groundwater source heat pumps (GWSHP).
    - ii. Include gray water systems
    - iii. Provide recommendations and a table of approved, restricted, and prohibited uses based on:
      1. Type of PCS
      2. Location relative to the Source Protection Zones (SPZ)
      3. Location relative to pertinent ground features (setbacks)

4. Existing Park City guidelines for installing GWSHP (see Exhibit A attached hereto)
  - c. Analyze existing SPZ's to ensure that they still adequately protect Park City's groundwater sources.
  - d. Provide updated GIS for items (b) and (c) according to the following standards:
    - i. The digital files shall be submitted in a format that is compatible with PCMC Water GIS software (ESRI's ArcGIS) such as AutoCAD or other similar programs.
    - ii. The digital files shall be converted from the project's ground survey coordinates to the State Plane Coordinate System (Utah North, NAD83, US Survey foot) by applying the appropriate rotation and elevation scale factors. All elevations shall be referenced to a survey quality benchmark and the North American Vertical Datum of 1988 (NAVD 88).
2. Provide a DWSP Program Recommendations for Improvement Report that outlines:
- a. Scope of Existing Program
    - i. Current ordinance
    - ii. Monitoring
    - iii. Enforcement
  - b. Deficiencies and weaknesses of current program
  - c. Recommendations for Improvement to the current program including but not limited to:
    - i. Staff time needed to manage an improved program
    - ii. Potential capital and/or operating costs
    - iii. Coordination with other City Departments and regional partners

### Projected Budget

This work is currently in the approved operations budget for FY 2016.

### Project Timeline

The following preliminary schedule is anticipated for completion of this project. The Final DWSP must be submitted to Utah DDW by December 31, 2015.

Draft DWSP Update	November 15, 2015
Final DWSP Update in a form to be submitted to DDW	December 1, 2015
Draft Recommendations for Improvement Report	February 1, 2016
Final Recommendations for Improvement Report	March 1, 2016

## **PROPOSAL REQUIREMENTS AND CONTENTS**

### Statement of Qualifications

The City is interested in the experience of the proposed Staff and their experience creating and updating DWSP plans in Utah. Provide a concise Statement of Qualifications (SOQ) describing your firm's experience on similar projects and the expertise of your staff to complete the components included in the scope of work.

### Understanding of Project

Provide a brief statement as to the Consultant's understanding of the project. Discuss the proposed planning, organization and management tools to be used to control schedule and costs.

### Project Team

Provide a list of staff who will be assigned to complete the project, along with experience and expertise. Personnel with experience working on hydrogeological projects in the Park City area are preferred.

### Schedule of Work

Provide a schedule of proposed dates for any necessary meetings or workshops with Park City staff and deliverables.

### Fee Proposal

Please provide a fee proposal in the form attached to the RFP. Provide a detailed fee breakdown reflecting the scope of services including:

- a) Hourly charge-out rate table for all anticipated personnel classifications
- b) Estimate of hours required by personnel to carry out the project
- c) All specialized equipment, travel and related expenses, and other indirect costs

### Inquiries

Questions must be submitted **in writing** and received no later than 4:00 P.M., August 14, 2015. Email inquiries are strongly encouraged. Questions concerning this request for proposals should be submitted to:

Park City Municipal Corporation  
Attention: Kyle MacArthur  
P.O. Box 1480  
Park City, UT 84060  
[kmacarthur@parkcity.org](mailto:kmacarthur@parkcity.org) (e-mail)

Any interpretation of the documents will be made by Addendum duly issued. Verbal answers, oral explanations or instructions given before the award of the contract or at any time will not be binding on the City. Addenda shall be issued within a reasonable time, but not less than two (2) working days prior to receipt of proposals.

Submittal Delivery

- A. To be considered, submit four (4) copies of your Proposal in a sealed envelope clearly marked:

**“PROPOSAL FOR PARK CITY WATER SYSTEM SOURCE PROTECTION  
PLAN UPDATE”**

To: Park City Municipal Corporation  
ATTENTION: Kyle MacArthur

- B. Proposals must be received at the Park City Public Works Building, 1053 Iron Horse Drive, Park City, UT 84060 no later than **August 21, 2015, at 4:00 p.m. (local time)**.

- C. If submitting by mail, submit to:

Park City Municipal Corporation.  
ATTENTION: Water Department, Kyle MacArthur  
P.O. Box 1480  
Park City, Utah 84060

- D. Email submittals will be accepted. If submitting by email, submit to:  
**kmacarthur@parkcity.org**

- E. Facsimile submittals will not be accepted.

- F. Park City assumes no responsibility for delayed or undelivered mail or express packages. Additionally, the use of a FTP site to download the Proposal will not be considered responsive. Proposals which are not delivered to Park City by the above specified time and date will not be considered.

Additional Proposal Requirements

1. Proof of insurance as outlined in the SAMPLE Professional Services Agreement. Proof of coverage by Workers' Compensation Insurance or exemption.
2. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy. An Equal Opportunity Employer and being otherwise qualified by law to enter into the professional services agreement.

### Proposal Limits

1. Please provide a fee proposal in the form attached to the RFP.
2. Please limit the SOQ to 5 pages including cover page, resumes, table of contents, dividers, etc.

### Professional Services Agreement

Park City Municipal Corporation (City) is expecting to enter into a Professional Services Agreement with the selected Contractor (offeror) for services necessary to complete the PARK CITY WATER SYSTEM SOURCE PROTECTION PLAN UPDATE. A SAMPLE of the agreement is attached. The offeror selected to provide the services/products shall be required to enter into a written agreement in substantially the form as shown in the attached SAMPLE AGREEMENT which shall be the basic form used to develop the final agreement. Please note the insurance requirements in the SAMPLE PSA.

- Signature on an offeror's proposal acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award process. All questions about the insurance requirements or indemnification language found in Paragraphs 7 and 8 of the sample contract must be resolved prior to submitting an SOQ.** The City shall be the sole determiner of the acceptability of any exception.
- It is the City's express desire to enter into a professional services agreement which includes all services necessary for this project, whether or not the services are specifically outlined in this RFP.

### Preparation of Qualifications/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 Qualifications/Proposal. All costs related to the preparation of the qualifications/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.

### **Confidentiality**

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated. The City generally considers proposals and all accompanying material to be public and subject to disclosure.

Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Section 63-2-309 of the Government Records Access and Management Act, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under the Government Records Access and Management Act to appeal an adverse determination. The City is not obligated to notify the offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the Government Records Access and Management Act.

### **Selection Process**

The City intends to award contract(s) to the highest ranking firm(s) based on the selection process and evaluation criteria stated below.

The selection process will proceed on the following schedule.

1. Proposals will be received by Park City prior at the time and place designated in the RFP.
2. A selection committee, established by the City, will review the submitted Statements of Qualifications, rank them according to the following evaluation criteria, and make a selection.
3. Park City staff will negotiate a final scope and fee with the top ranked consultant(s). In the event that contract negotiations are not successful, the City reserves the right to enter into negotiations with other ranked firms.
4. City staff will present a recommendation to the City Manager to enter into a professional services agreement with the selected firm(s). Award of the contract is subject to approval by City Manager after approval by City Council.

### **Proposal Schedule**

The following schedule is anticipated for awarding this project. If a change in this schedule becomes necessary, all recipients of the RFP will be notified.

- RFP advertised August 7, 2015
- Proposals Due (4:00 p.m.) August 21, 2015
- Evaluation August 28, 2015
- City Council Approval September 3, 2015

It is the desire of the City to have a contract in place no later than September 3, 2015.

### **Qualification/Proposal Information**

- A. **Discussions With Offerors.** The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. **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. Park City's policy, subject to federal, state, and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- C. **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.
- D. **Rejection of Proposals.** The City reserves the right to reject any or all proposals received and disqualify incomplete or late proposals. Proposals lacking required information will not be considered. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. 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. Scope of Services. The City reserves the right to change the nature or scope of the project generally described in the RFP without the need to repeat the formal solicitation process.
- F. City's Best Interest. The City reserves the right to take any steps deemed necessary to act in the City's best interest.
- G. GRAMA. 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.
- H. Proposal Term. Proposals shall be good for six months from submittal deadline.
- I. Reservation of Rights. 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.
- J. Local Support. Park City Municipal's policy is, subject to Federal and 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.

**Evaluation Criteria**

Statements of Qualifications and Fee Proposal will be evaluated by the selection committee on the criteria and the corresponding weight factors listed below:

	<b>Maximum Points</b>
A. Rate Structure and Fee	<b>(20)</b>
B. Qualifications of Personnel assigned to the Project	<b>(20)</b>
C. Proposed time frame and hours required to complete the Project	<b>(20)</b>
D. Familiarity with Park City and local hydrogeology	<b>(20)</b>
E. Information Obtained from References and Other Factors Deemed Relevant by the Selection Committee	<b>(20)</b>
<b>Maximum Total Points</b>	<b>(100)</b>



Price may not be the sole deciding factor.

**Protests**

Proposers are directed to the Appeals Procedure contained in City's Contracting and Purchasing Policy.

**FEE PROPOSAL**

**PARK CITY WATER SYSTEM SOURCE PROTECTION PLAN UPDATE**

***Numbers***

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**TOTAL FEE, Source Protection Plan Update** \$ \_\_\_\_\_

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## Exhibit A

### Required Submittals for Groundwater Source Heat Pump Systems

1. Well drilling permit from Division of Water Rights (if greater than 30 feet deep)
2. A site plan (Drawn to scale, preferably 1 to 20 feet).
  - a. Show property lines, location of existing structures on the property, Show location and number of wells, equipment and piping, designed cross section of wells. Any special property considerations, such as designated no disturb areas or non-buildable areas.
  - b. Show required set-backs as identified in Table A below.
3. Documentation that GSHP systems meet IGSHPA standards. The design procedure must follow a recognized methodology such as presented in:
  - a. Closed-Loop/Ground-Source Heat Pump Systems: Installation Guide, GSHPA Publication, Oklahoma State University.
  - b. Data Design Manual for Closed-Loop/Ground-Source Heat Pump Systems, ASHRAE.
4. Soil thermal value and loop length calculations according to IGSHPA and ASHRAE standards.
5. Heating and cooling capacity of equipment including calculations used to determine heating and cooling needs.
6. Operating pressures and flow rates.
7. Re-circulating fluids and chemical additives used.
8. Documentation of certifications and qualifications
  - a. System designers must have the following qualifications:
    - i. Residential systems up to 20 tons require a P.E., a certified CGD, or an IGSHPA certified installer with current credentials.
    - ii. Commercial and large residential systems require a P.E., or a certified CGD, in addition, all designs must be stamped by a registered Utah P.E.
  - b. The well driller must be a licensed well driller in the state of Utah.
  - c. The loop contractor (if different from the well driller) and ground heat exchanger fabricators must have certification, such as from IGSHPA, Certified Geo-exchange Designer (CGD) or similar training, experience and certification.
  - d. The grout seal shall be inspected by an independent inspector that is a DDW-authorized grout inspector and/or a IGSHPA-certified CGD or installer.
9. Inspections, Flushing, Purging, Pressure and Flow Testing
  - a. All fusion joints and loop lengths must be inspected to verify that no leaks have occurred due to fusion joining or shipping damage.
  - b. All loops will be pressure tested with culinary water before installation into the borehole (either a vertical bore [vertical loop] or horizontal bore [horizontal loop]) or into a trench (horizontal loop).

- c. Heat exchangers must be tested hydrostatically at 150% of the pipe design rating or 300% of the system operating pressure if this value is the smaller of the two.
  - d. No visible leaks can occur within a 30 minute period.
  - e. Each supply and return circuit shall be flushed and purged in the forward and reverse directions with water at a minimum velocity of 2 ft/sec through each piping section. Flow must be maintained for a minimum of 15 minutes in each direction to remove all debris and air. To verify that all air is removed from the system, the return water valve to the tank shall be closed. A change in the level of fluid in the purge pump tank during pressurization indicates air still trapped in the system. The heat exchanger system purging shall be completed separately from the building system.
  - f. Flow rates and pressure drops will be compared to calculated values to assure that there is no blockage or kinking of any pipe. If actual flow rate or pressure drop values differ from calculated design values by more than 10 percent, the problem shall be identified and corrected.
  - g. Before connection (header) trenches are backfilled, heat exchangers shall be pressure tested with water at 100 psi for 1 hour with no observed drop in pressure (greater than 10 psi OR +/-10%). Site conditions may dictate backfilling prior to testing with water. A minimum air pressure of 45 psi shall be maintained on the ground heat exchanger during backfilling and until the final pressure test with water can be conducted.
  - h. After the conclusion of the ground heat exchanger pressure test, the ground heat exchanger shall be left filled with clean water and maintained under pressure until final connection to the building system.
10. Post-Installation Report - Within 30 days of completed installation, provide the following to Park City:
- a. A copy of the well log. If the system has more than one well, provide a copy of the log for the deepest well and provide GPS coordinates for the final location of all wells.
  - b. Results for pressure and flow testing.

**Table A**

The following table describes the minimum required distances between components of GSHP and pertinent ground features.

<b>Setbacks</b>	<b>Feet</b>
AHWL for any watercourse ( <i>live or ephemeral stream, river, irrigation canal, subsurface drain canal, etc.</i> )	500*
Public Water Supplies (wells, springs)	500
Individual or nonpublic water source (grouted wells and springs)	500*
Mine Tunnel Vertical Shaft	500
Mine Tunnel and associated drifts	1000

Septic drain field (primary and replacement)	100
Lake, pond, reservoir, stream	500*
Dry wash, gulch, gully	25*
Stormwater detention/retention pond ( <i>underground or surface</i> ) and rain garden from the high-water level	15
Culinary water supply line	10
Foundation of any building ( <i>including garages and outbuildings</i> )	10
Swimming pool wall ( <i>subsurface</i> )	10
Property line	5

\*Ground features marked with an asterisk indicate that the setback also applies to the disturbance area created during installation.

**SAMPLE  
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 \_\_\_\_\_, a Utah corporation ("Service Provider").

WITNESSETH:

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

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.

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and 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.

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- 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 his 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.

## **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.
- 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.

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

# **PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

- 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 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



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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.

- 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 two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) 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 written on claims made basis with annual limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident \$500,000 each accident;  
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as 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 Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be

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delivered in accordance with the policy provisions. 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.**

- 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.

## **11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the

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particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The 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. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 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.
- 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.
- 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.

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## **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 member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **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” 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

# **PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

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.

## **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 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.**

- 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.

**PARK CITY MUNICIPAL CORPORATION  
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**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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver 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

**PARK CITY MUNICIPAL CORPORATION  
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**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 \_\_\_\_\_ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (*title*) for \_\_\_\_\_, a \_\_\_\_\_ corporation.

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

**PARK CITY MUNICIPAL CORPORATION  
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**EXHIBIT "A"**

**SCOPE OF SERVICES**



**PARK CITY MUNICIPAL CORPORATION  
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**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK