



Public Utilities Department

REQUEST FOR QUALIFICATIONS

PARK CITY WATER DEPARTMENT ENERGY MANAGEMENT AND SYSTEM OPTIMIZATION STUDY

September 22, 2015

Park City Municipal Corporation (PCMC), located in Summit County Utah, is soliciting Statements of Qualifications from qualified consulting engineering firms for the purpose of performing a full optimization study on the Water system including treatment, distribution, and raw water systems. The analysis should include the following three areas, energy efficiency, hydraulic performance, and water quality. The ultimate goal of the study is to prioritize and implement operational and capital improvements to optimize the efficiency of the water system.

BACKGROUND

Park City has a very complex and diverse water system that receives water from eight sources including surface, ground and wholesale, has two treatment facilities, a raw water delivery system, 19 storage tanks, 50 pressure zones, 16 distribution system pump stations, one municipal and one private golf course, and two private snowmaking connections.

The desire for an optimization study stems from a need for a more energy efficient water system in part to reduce our impact on the environment. Park City has been exploring small energy management projects such as pumping off-peak, refining PRV settings, and improving our HVAC systems, but would like a comprehensive plan as implementing energy efficient changes can affect the hydraulic performance and water quality. Park City prefers to take a balanced, well thought out approach to establishing an energy management program. Our goal is part financially and part environmentally driven.

PCMC owns and regularly refines an up-to-date hydraulic model and routinely collects data related to source and pumping operations, PRV settings and system pressures, and billing data from Rocky Mountain Power, which will aid in the development of the optimization study.

Park City has a list of potential operational and capital projects, which can be used as a starting point. Park City has outlined a few goals that should be accomplished through this study:

- Reduce dollars spent per kilowatt hour
- Reduce peak energy demand
- Reduce kilowatt hours per gallon
- Produce local renewable energy
- Prioritize regulatory requirements and water quality goals over efficiency/optimization.

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

GENERAL INFORMATION

Scope of Project

The overall goal of this project is to identify and prioritize energy efficiency and energy generation projects. The consultant should deliver a tool kit that the Water Department can add projects to in the future. As this is a qualifications based selection, these tasks are subject to negotiation and are provided solely to share Park City's thinking on this project. Contractors should develop a long-term strategy that is in line with our goals stated above. This project has the potential to be phased and may be awarded to multiple contractors if needed.

Phase I will include a workshop with staff to best understand our goals and develop a scope of work for additional phases. Below is a list of potential tasks that may be considered in additional phases. There is potential to continue working on the Water and Energy Efficiency Program in terms of project implementation if staff is satisfied with work done in Phase I.

1. Data collection and review of the existing operational plans
 - a. Work with city personnel to gather data and understand current operations and assist staff in understanding and establishing PCMC water department's baseline
 - b. Review existing master planning documents and hydraulic model
2. Analysis
 - a. Hydraulic Performance analysis
 - i. Work with Water Staff to analyze water system based on the water department's current hydraulic model and recommend operational improvements
 - ii. Assist and recommend changes that may need to be made to the hydraulic model
 - iii. Maintain regulatory requirements and water quality goals
 - iv. Analyze use of storage, pumping schemes, pressure zones, etc.
 - b. Water Quality Analysis
 - i. Implement a water age and blending module within the existing hydraulic model, any changes to the hydraulic model must be decided with staff.
 - ii. Provide data on the impact to water quality, blending, water age, etc. for each proposed energy project.
 - c. Energy Efficiency Analysis
 - i. Use model and other methods to analyze current energy use

- ii. Demonstrate experience and qualifications to do a full system audit (i.e. ASHARE level I,II and III)
 - iii. Develop specific proposed energy projects for operational changes and capital improvements that will lead to increased efficiency
 - d. Energy Generation Analysis
 - i. Use models and other methods to identify opportunities for energy recapture projects.
 - ii. Identity other onsite energy generation projects.
 - e. Financial Analysis
 - i. Compare different rate schedules for each facility the water department maintains and operates to determine the best rate schedule
- 3. Energy Projects Scored
 - a. Meet with Park City staff to create a scoring methodology to be applied to each project.
 - b. Create a complete list of projects based on the work done above
 - i. Work with Rocky Mountain Power to identify available incentives for specific projects.
 - ii. Estimate implementation and operations and maintenance costs for each project.
 - iii. Estimate financial return and energy reduction of each project
 - c. Propose a list of projects to be completed based on the scoring methodology identified above.
 - i. Prioritize projects based on factors such as return on investment, ease of implementation, budget and others to be determined.
 - ii. Meet with city staff to review the recommendations to ensure it is in line with Park City's vision and budget
 - iii. Include an aggressive draft schedule for project implementation.

Projected Budget

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

Project Timeline

Park City is hoping to have preliminary results by winter and the first phase of work concluded by June 30, 2016.

PROPOSAL SCHEDULE

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

**Park City Municipal Corporation ~ 1053 Iron Horse Drive ~ P.O. Box 1480 ~ Park City, UT 84060-1480
435/ 615-5301 (PH) 435/ 615-4904 (FAX)**

- RFQ advertised September 22, 2015
- Proposals Due (4:00 p.m.) October 15, 2015
- Evaluation October 26, 2015
- Consultant Interviews (if needed) November 2, 2015
- City Council Approval November, 2015

It is the desire of the City to have a contract in place no later than November 19, 2015.

PROPOSAL REQUIREMENTS AND CONTENTS

Statement of Qualifications

The City is interested in an experienced firm to create a Water System Optimization Study. Please 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. 3 page limit.

Understanding of Project

Provide a 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. Discuss specific methods that will be used to analyze the hydraulic model, provide the recommendations for operational and capital projects, and to prioritize the projects. 2 page limit

Project Team

Provide a list of staff who will be assigned to complete the project, along with experience and expertise. 5-page limit.

Fee Proposal

Please include hourly charge-out rate table for all anticipated personnel classifications

Inquiries

Questions must be submitted **in writing** and received no later than 4:00 P.M. October 8, 2015. Email inquiries are strongly encouraged. Questions concerning this request for proposals should be submitted to:

Park City Municipal Corporation
Attention: Bina Skordas
Cristina.skordas@parkcity.org

Answers will be in writing and will be posted to the website www.parkcity.org.

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 OPTIMIZATION STUDY”

To: Park City Municipal Corporation
ATTENTION: Bina Skordas

- B. Proposals must be received at the Park City Public Works Building, 1053 Iron Horse Drive, Park City, UT 84060 no later than October 15, 2015 at 4:00 p,m (local time).
- C. If submitting by mail, submit to:
- Park City Municipal Corporation.
ATTENTION: Public Utilities Department, Bina Skordas
P.O. Box 1480
Park City, Utah 84060
- D. Email and facsimile submittals will not be accepted.
- E. 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 RFQ.
2. Please limit to 10 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 DEPARTMENT ENERGY MANAGEMENT AND SYSTEM OPTIMIZATION STUDY. 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 RFQ. **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.** Any questions not resolved prior to the close the bid window will not be considered. 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 RFQ.

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 RFQ 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 RFQ 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 RFQ.
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. If a firm or firms cannot be selected based solely on the proposals submitted, up to three firms submitting the most highly rated technical proposals may be invited for interviews during the week identified in the project timeline. The proposed Project Manager must be present at the interview; up to four others may attend at the discretion of the firm.
4. 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.
5. 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.
6. It is the City's intent to have a contract in place prior to the date identified in the project timeline.

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 RFQ.
- E. **Scope of Services.** The City reserves the right to change the nature or scope of the project generally described in the RFQ 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 RFQ 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:

	Maximum Points
A. Rate Structure and Fee	(5)
B. Qualifications of Personnel assigned to the Project	(45)
C. Proposed time frame and hours required to complete the Project	(25)
D. Information Obtained from References and Other Factors Deemed Relevant by the Selection Committee	(25)
Maximum Total Points	(100)

Price may not be the sole deciding factor.

Protests

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

**SAMPLE AGREEMENT
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.

- 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.

- 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 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 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 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.

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 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.

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

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

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

FEE PROPOSAL

PARK CITY WATER SYSTEM OPTIMIZATION STUDY

Numbers

TOTAL FEE, WATER SYSTEM OPTIMIZATION STUDY

\$ _____
