



TOWN OF ALTA

REQUEST FOR PROPOSALS FOR:

***Town of Alta Building Department:
Plan Review, Inspection, and Building Official Services***

Town of Alta

PO Box 8016

Alta, UT 84092

(801) 742-3522

townofalta.utah.gov

April 13, 2026

NOTICE
REQUEST FOR PROPOSALS

PROPOSALS DUE: May 1, 2026

PROJECT NAME:

Town of Alta Building Department, Plan Review, Inspection, and Building Official Services

RFP AVAILABLE: April 13, 2026

PROJECT LOCATION: Alta, UT

PROJECT DESCRIPTION: Qualified consultants are invited to submit a proposal to the Town of Alta to provide ongoing and professional services to provide the Town of Alta with building plans examination, building inspection, technical and other building Services, and to be designated or appointed as the Town's Chief Building Official.

******The Town of Alta is simultaneously requesting proposals for Municipal Engineering Services such as civil engineering, construction management, and plan review services. Respondents who can propose on both projects and meet their respective qualifications, either as a sole firm or as a partnership of firms or individuals, may receive preference in the Town's selection processes.******

PROJECT TERM: Thirty-six (36) months with the option to renew at the end of the contract period.

OWNER: TOWN OF ALTA

CONTACT: Chris Cawley
ccawley@townofalta.utah.gov

All questions shall be submitted via email no later than:
Friday, April 24, 2026 at 4:00 PM.

The Town of Alta reserves the right to reject any or all proposals received, as well as the right to waive any informality or technicality in proposals received when in the best interest of the Town.

I. Introduction & Overview

The Town of Alta (the “Town”) sits at the top of Little Cottonwood Canyon on State Road 210 at approximately 8,560 feet within Salt Lake County. This small historic town was settled as a mining town in 1865, incorporated as a municipality in 1970, and is now centered around Alta Ski Area. The Town has approximately 228 residents according to the 2020 census, and roughly 205 total housing units, comprised of a combination of single-family residential homes, condominiums, and townhomes, in addition to approximately a dozen larger commercial buildings. The Town of Alta does not own or manage any public roads, but does own and operate culinary water and wastewater collection systems, a police department, and a wide variety of other municipal services.

Future growth and development in Alta is most likely limited due to several constraints including a lack of developable land. However, the Town issues between 25 and 50 building permits each year to property owners pursuing a wide variety of projects, from minor interior remodels and building exterior improvements to new residential and commercial construction. Alta and Little Cottonwood Canyon present a complex and challenging mountain environment for public agencies, businesses, residents, visitors, property owners, and builders, and all Town services, including its building department services, must be adapted to this environment. Specific environmental conditions that are unique to Alta include one of the world’s deepest snowpacks, which presents challenges to structural and architectural design, and exposure to avalanches: Alta may have more developed property, and other social and economic activities occurring directly within avalanche paths than anywhere else in North America and potentially beyond. Through [Town of Alta Ordinance 10-7-22 Avalanche Hazard Review](#), the Town requires developers to analyze avalanche exposure to any proposed project, and design the project to protect human life within the structure.

The Town is seeking to modernize and implement best practices in building department services by reducing the use of paper documents, streamlining and improving communications between applicants and the Town, and improving service delivery. The Town is also likely to consider updates various local construction requirements such as local snow load design requirements, building permit and other related fees, in the next 1-3 years.

See below more information about current Town of Alta building department services and related Town of Alta codes and ordinances:

Town of Alta Licenses, Forms, and Applications webpage: <https://townofalta.com/town-services/licenses-permits-applications/>

General Town of Alta Building Department Information Packet:
<http://townofalta.com/wp-content/uploads/2016/10/bldgDeptInfo2016.pdf>

Town of Alta Code, see Titles 9 and 10:
https://codelibrary.amlegal.com/codes/altaut/latest/alta_ut/0-0-0-2560

II. Scope of Services

The Town invites qualified professional firms to submit qualifications to provide building department services (“Services”) as described below.

1. *Designation as Chief Building Official:* The Town may designate or appoint an individual representative of Consultant’s staff to be the chief building official for the Town and represent the Town as chief building official.
2. *Plans Examination:* Review all residential, commercial, industrial, and other building plans submitted in conjunction with building permit applications, or other relevant applications, for compliance with all applicable international, national, and local construction codes and ordinances. Communicate plan review comments directly to applicants.
3. *Building Inspection:* Inspect all permitted buildings and structures under construction for compliance with approved construction plans, and all applicable international, national, and local codes and ordinances. Provide an “inspection hotline” or similar communications channels for builders to request inspections and make reasonable effort to provide or schedule inspections within 24 hours of each request. Provide copies of inspection reports to the Town.
4. *Building Department General Services*
Respond to general inquiries from builders, property owners, and Town of Alta staff about building permit application process, plan review requirements, inspections, etc.
5. *Building Department Services Administration, Coordination, and Reporting:*
Report to and coordinate with the Alta town manager to manage all Services. Integrate with the Town’s building permit application platform and provide recommendations on improving or modernizing the Services consistent with best practices in other municipalities. Provide copies or originals of reports and records as requested by the Town relating to the Services.
6. *Enforcement:* Issue compliance and stop work orders as necessary. Enforce construction site and construction impacts mitigation requirements or coordinate with Town staff to do so.
7. *Fire and Health Department; Utilities:* Coordinate with the Unified Fire Authority (the “Fire Department”), the Salt Lake County Health Department, and utility providers (including, without limitation, water and sanitary sewer) regarding their approval of building plans and building inspections.

8. Reporting: Establish and deliver periodically to the Town copies of computer files or other file copies in a form acceptable to the Town with sufficient information for the City to monitor the performance of the Services.
9. Advice and Consultation: Act as a resource to the Town and its boards and committees (such as the Alta Planning Commission) with respect to the Services provided.
10. Public Meetings: Attend the Town council meetings and planning commission meetings as requested by the Town.
11. Miscellaneous Building Department Services: The Town may request, from time to time, that the following additional Services are provided:
 - a. Unsafe Structures: Inspect/investigate reports of unsafe structures believed to be dangerous or a nuisance. All resulting reports shall be furnished to the Town.
 - b. Emergencies: Cooperate with the Town's efforts to issue on an expedited basis emergency permits occasioned by disasters such as earthquakes and fires.
 - c. Other Services: Perform such other Services as may be mutually agreed upon from time to time.
12. Emergency Safety Inspections of Key Public Facilities: Within 12 hours after any disaster or other emergency that may have compromised the structural integrity, safety or functionality of any public or other facility needed to provide public shelter, Services, utilities or the like, qualified personnel shall inspect such facility to determine the nature and extent of any damage and to assure that it may be safely used as proposed by the Town
13. Emergency Planning Meetings: Become familiar with the Town's emergency planning and preparation efforts, including attending the Town's emergency planning meetings and such regional meetings as the Town may request from time to time.

III. Proposal Requirements

All proposals shall include at minimum the following information:

1. Cover Letter

The cover letter shall be on company letterhead and consist of an introduction as well as the name, address, telephone number, and email address of the contact person and any other representatives dealing with the RFP. If applicable, the cover

letter shall also include acknowledgement of receipt of all RFP addenda (failure to acknowledge receipt of all addenda may render the RFP non-responsive and subject to rejection). The cover letter should be signed by an authorized representative.

2. Profile of the Proposing Firm

This section shall include a brief description of the Consultant's firm size as well as the proposed project organization structure. Include a discussion of the Prime Consultant's firm's financial stability, capacity and resources. Include all other firms participating in the RFP including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Consultant or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years.

4. Qualifications of the Firm

This section shall include a brief description of the Consultant's experience and qualifications discussing past performance (including dates), capabilities, and qualifications, with an emphasis on plan reviews and building inspections performed for local government units in Utah, including any experience you might have working in deep snowpack areas. Identify other similar projects and Services with which Consultant has been involved. Explain how and why Consultant is capable of providing the Services.

This section shall demonstrate that a member or members of the firm are Qualified Building Official(s) as defined in Utah Code **15A-1-202(16)**.

Provide at least three references, including contact information, with an emphasis on Utah municipalities.

5. Key Personnel

This section shall identify key personnel who would be assigned to the Town, including education, qualifications, experience, and background for each, and provide a list of professional licensure certifications for each professional who will provide the Services. Key team members shall be identified by name, title, and specific areas of expertise.

6. Work Plan

This section of the RFP shall establish that the Consultant understands the Town's objectives and work requirements and states the Consultant's ability to satisfy those

objectives and requirements. Succinctly describe the proposed approach for addressing the required Services and the firm's ability to meet the Town's needs.

7. Fee Proposal

This section of the RFP shall provide an hourly compensation schedule for all personnel that may provide the services requested. Discuss any fee escalators for hourly rates, such as an annual CPI adjustment. Include any markups for reimbursable items, such as printing costs, material procurement, etc.

8. Additional Information

Provide any additional information that will help the Town evaluate whether Consultant can successfully provide the Services. Provide only material relevant to this RFSQ and do not provide any general promotional materials or brochures.

9. RFP Exceptions

This section shall discuss any exceptions or requested changes to the Town's RFP conditions, insurance requirements and sample Service Provider Agreement, attached. If there are no exceptions noted, it is assumed the Consultant accepts all conditions and requirements identified in the attached draft service agreement. Items not accepted will not be open to later negotiation.

The Town 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 the government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of this contract may be subject to approval by the Alta Town Council. Price may not be the sole deciding factor.

IV. Procurement Timeline

The following schedule is the anticipated timeline of the project.

- RFP advertised on or before Monday, April 13, 2026.
- Questions due by email (ccawley@townofalta.utah.gov) on Friday, April 24 at 4:00 PM. (Answered emailed questions will be shared with all interested parties.)
- Proposals due: Friday, May 1 at 4:00 PM.
- Evaluation and Selection on or before: Thursday, May 14 at 4:00 PM.

V. Review Criteria and Selection Process

The selection of the Consultant will not be based solely on cost, although the cost for services rendered will be considered. The Town of Alta shall review and select the Consultant based on the following evaluation factors:

- (30%) Qualifications meet the Town's scope of work or other services needed.
- (25%) Experience with similar projects and clients to the Town as demonstrated in the Consultant's portfolio
- (20%) Information obtained from professional references
- (10%) Providing the requested information in this RFP in the prescribed format
- (10%) Proposed cost of provided services.
- (5%) Other factors deemed necessary or advantageous by the Town.

The Town of Alta shall open the submitted Consultant's Proposals to avoid disclosing contents to competing Consultants during the evaluation and negotiation process. In reviewing the Consultant's Qualifications, Town of Alta may have phone calls or oral interviews with some of the preliminary selected Consultants to aid in the reviewing and selection process. The ultimate selection of the Consultant will include successful contract negotiations to complete the scope of work contained herein, which is mutually acceptable to both the Town and the Consultant.

The Town of Alta reserves the right, without qualification, to:

- Select any Consultant's Qualifications and engage in written or oral communication with any or all of the Consultants when such an action is considered in the Town's best interest.
- Select any Consultant based on the initial submission received and after detailed discussions or contract negotiations.
- Select the Consultant that is determined to be the most advantageous to the Town, considering cost and the evaluation factors.
- Reject any qualifications submitted by Consultants in whole or in part when it is in the best interests of the Town.
- Waive minor defects as the Town deems appropriate and when it is in the best interests of the Town.
- Each Proposal submitted shall be valid for one hundred and eighty (180) days.
- The Town shall not be liable for any losses incurred by consultants submitting qualifications.

VI. Town of Alta Standard Service Provider Agreement

The successful Consultant will be required to enter into the Town of Alta's Professional Service Agreement, in its current form, with the Town. 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 RFP, the numerical amount shall supersede.

VII. Information to be Submitted

To be considered, all proposals must comply with the following:

- All proposals will be submitted via email to ccawley@townofalta.utah.gov
- Subject line should state: "BUILDING DEPARTMENT SERVICES"
- Total file size smaller than 20 MB and fewer than 20 pages
- Formatted for printing on 8.5"x11" paper
- Proposals must be submitted by: Friday, May 1, 2026 at 4:00 PM
- Any proposals received after this time and date will be late and not opened or considered

VIII. Additional Considerations

1. Public Records. All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by Consultant that is submitted to the Town, as part of the proposal or otherwise may be considered public information under applicable law, including but not limited to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated ("GRAMA"). The Town generally considers proposals and all accompanying material to be public and subject to disclosure including the subsequent contract that may be executed between the Town and Respondent.
2. Proprietary Material. Any material considered by a Consultant 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 and will be denied. The Town cannot guarantee that any information will be held confidential. Under Utah Code Ann. Section 63G-2-309 of GRAMA, if a Consultant makes a claim of confidentiality, the Town, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify Consultant of such determination. Consultant is entitled under GRAMA to appeal an adverse determination. The Town is not obligated to notify the Consultant of a request, and will not consider a claim of confidentiality, unless the Respondent's claim of confidentiality is made on a timely basis and in accordance with GRAMA.
3. Failure to Read. Failure to read the Request for Proposals and these instructions will be at a Respondent's own risk.
4. Cost of Developing Qualifications/Proposals. All costs related to the preparation of the qualifications/proposals and any related activities are the sole responsibility of the Respondent. The Town assumes no liability for any costs

incurred by Consultant(s) throughout the entire selection process, including prior to selection and issuance of a contract.

5. Discussions with Respondents. The Town reserves the right to enter into discussions with the Consultant (s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with a Consultant whose proposal is deemed most advantageous, whichever is in the Town's best interest, for the purpose of negotiation. If exclusive negotiations are conducted and an agreement is not reached, the Town reserves the right to enter into negotiations with the next highest ranked Consultant without the need to repeat the formal solicitation process.
6. Equal Opportunity. The Town will make every effort to ensure that all Respondents 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. The Town's policy, subject to federal, State, and local procurement laws, is to provide reasonable attempts to support each Respondent's business by purchasing goods and services through local Respondents and service providers.
7. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the Town and will not be returned to each Respondent.
8. Final Authorization. The Town intends to eventually contract with the Consultant whose proposal is deemed most advantageous in experience, qualifications, price, and other factors considered in accordance with the weighted decision matrix described above. The Town does not necessarily intend to award a contract solely on the basis of any response made to this request or otherwise pay for any information solicited or obtained during the RFP process. Final authorization of an accepted bid will be provided by the Alta Town Council after they have had an opportunity to review the recommendations. It is expected that the winning bidder will be selected on or before May 14, 2026 at 4:00 PM.
9. Rejection of Proposals. The Town 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 Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the Town for any obligation. Consultant may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
10. Town of Alta's Best Interest. The Town reserves the right to take any steps deemed necessary to act in the Town's best interest.

EXHIBT A

SAMPLE SERVICE PROVIDER AGREEMENT

**MUNICIPAL
SERVICE PROVIDER/PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____ 2023, by and between the MUNICIPAL, a Utah municipality, (“Municipality”), and _____, a _____, (“Service Provider”), collectively, the Municipality and the Service Provider are referred to as (the “Parties”).”

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

WHEREAS, sufficient Municipality 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 Municipality has designated _____, or his/her designee as Municipality’s Representative, who shall have authority to act in the Municipality’s behalf with respect to this Agreement consistent with the Municipality’s purchasing 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, annually, etc.] 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 Municipality requires, the Municipality 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 Municipality an invoice for services rendered during the pay period. The Municipality 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 Municipality’s fiscal year is specifically subject to the Municipality 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.
- 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 Municipality may require, make available for examination by the Municipality, 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 Municipality or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The Municipality 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 Municipality is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended (“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 Municipality 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 Municipality related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/Municipality 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 Municipality for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the Municipality 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 Municipality and shall be subject to the Municipality’s general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The Municipality 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-Municipality related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the Municipality 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 Municipality 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 Municipality, 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 Municipality, its agents, employees and/or officers from any claims arising from the sole negligence of the Municipality, 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 Municipality for a loss or injury that Service Provider would be obligated to indemnify the Municipality 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 Municipality 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. 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.

- D. The Municipality 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 Municipality as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the Municipality within thirty (30) days of cancellation. The Municipality reserves the right to request certified copies of any required policies.
- E. 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 Municipality shall remain in the name of the Municipality and the Municipality shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on Municipality'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 MUNICIPAL 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 an 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 Municipality 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.

11. NONDISCRIMINATION.

- A. The Municipality 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 Municipality, 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 Municipality, 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 Municipality reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the Municipality, 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.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the Municipality.
- 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 MUNICIPALITY EMPLOYEES.

- A. No member, officer, or employee of the Municipality 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 Municipality 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 Municipality.

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

16. TERMINATION.

Either party shall have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing via certified mail and that party has not corrected said failure within thirty (30) days, or such additional time as is reasonably necessary, of its receipt of written notice. In the event of such termination, this Agreement shall terminate immediately and all compensation and other fees shall be paid through the termination

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 Salt Lake 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

Signatures on Following Page

22. Execution:

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

MUNICIPALITY
ADDRESS
ADDRESS

NAME, POSITION

Attest:

NAME, POSITION

[SERVICE PROVIDER NAME]

Address:

Address:

City, State, Zip:

Signature

Printed Name

Its:

Position