GRANTSVILLE

CITY COUNCIL

November 1st, 2023

City Council Regular Meeting

Information Packet

AGENDA ITEM #1

Public Comment

AGENDA ITEM #2

Summary Action Items

a. Approval of Minutes from the October 18th, 2023 Regular Meeting

b. Approval of Bills

MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL, HELD ON OCTOBER 18, 2023 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 P.M.

Mayor and Council Members Present:
Mayor Neil Critchlow
Jolene Jenkins
Scott Bevan
Jeff Hutchins (via Zoom)
Darrin Rowberry
Jewel Allen

Appointed Officers and Employees Present:
Jesse Wilson, City Manager
Sherrie Broadbent, Finance Director
Braydee Baugh, City Recorder,
Dan England, City Engineer
Robert Sager, Police Chief

Citizens and Guest Present: Layne Koyle, Gary Pinkham, Richard Farley, Heidi Hammond, Michael House, Rhett Butler, Amber Yadon, Shaun Holste, Spencer Connelly, Mat Wangsguard, Paul Lloyd

Mayor Critchlow asked Layne Koyle to lead the Pledge of Allegiance.

AGENDA:

1. Youth Recognition presented by Communities that Care

Layne Koyle represented this item. Mr. Koyle advised he reached out to Chartway Credit Union and was able to establish a collaboration to recognize youth in the Community. The individual being recognized is Chaille Tamano and she was nominated by her mother.

2. Public Comment

Gary Pinkham stood to provide public comment. Mr. Pinkham advised he was speaking about Item 7. Mr. Pinkham advised there were a couple modifications that were not provided to the Council. Mr. Pinkham advised there is modifications on the Cul-De-Sac. Mr. Pinkham advised he was concerned about the amount of parking these variances would allow for.

3. Summary Action Items

a. Approval of Minutes from the October 4th, 2023 regular meeting

b. Approval of Bills

Councilmember Allen wanted

Motion: Councilmember Allen made a motion to approve the summary action items.

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

4. Approval of Wastewater Treatment Plant Design Bond Advance

Jesse Wilson stood to represent this item. Mr. Wilson advised Ted Mickelson was present for this item. Mr. Wilson explained this was allowing the City to access $300,000 before the bond is finalized so there is not a delay in the design.

Motion: Councilmember Jenkins made a motion to approve the wastewater treatment plant design bond advance

Second: Councilmember Hutchins seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

5. Consideration of Resolution 2023-60 approving the Master Services Agreement with Off Duty Management for the Grantsville Fire Department

THIS ITEM WAS PULLED FROM THE AGENDA

6. Consideration of Resolution 2023-61 approving the Preliminary Plan for Heritage Farms Subdivision

Shawn Holste was present for this item. There was no further discussion regarding this project.

Motion: Councilmember Allen made a motion to approve Resolution 2023-61 approving the Preliminary Plan for Heritage Farms Subdivision

Second: Councilmember Bevan seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

7. Consideration of Resolution 2023-62 approving the Preliminary Plan for Desert Edge Subdivision PUD

Spencer Connelly stood to represent this item. Mr. Connelly advised the changes referenced under public comment have been addressed and have been sent to the City Engineer. Dan England advised he has not provided those changed plans have not been circulated. Mr. Connelly advised they have addressed the water line that will support the fire flow for the neighboring residential developments. Councilmember Allen asked Mr. England if the project was ready to move forward. Mr. England advised he did spot check the plans and it seems the plans were updated. Councilmember Jenkins voiced concern regarding the safety of the width of the road. Mr. Connelly advised the roads and private alleys are 26' wide. Councilmember Jenkins advised she did not like alleys and wanted to confirm they have enough parking. Mr. England confirmed that parking was thought out for this project.

Motion: Councilmember Rowberry made a motion to approve Resolution 2023-62 approving the Preliminary Plan for Desert Edge Subdivision PUD

Second: Councilmember Bevan seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

8. Consideration of Resolution 2023-63 the Final Plat for Alington PUD

Todd Castagno was present for this item. There was no further discussion regarding this item

Motion: Councilmember Allen made a motion to approve the Final Plat for Alington PUD

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

9. Consideration of Ordinance 2023-11 approving the Rezone of 68.70 acres located at North Cooley & 445 N Hale to go from an A-10 zone to an RR-1 zone designation

Justin Linares was present via Zoom for this item. There was no further discussion regarding this item.

Motion: Councilmember Rowberry made a motion to approve Ordinance 2023-11 approving the Rezone of 68.70 acres located at North Cooley & 445 N Hale to go from an A-10 zone to an RR-1 zone designation

Second: Councilmember Jenkins seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

10. Consideration of Ordinance 2023-12 approving the Rezone of 15.11 acres located at 400 North Cooley to go from an A-10 zone to an RR-1 zone designation

Paul Cook was present for this item. There was no further discussion regarding this item

Motion: Councilmember Allen made a motion to approve Ordinance 2023-12 approving the Rezone of 15.11 acres located at 400 North Cooley to go from an A-10 zone to an RR-1 zone designation

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

11. Council Reports

Councilmember Jenkins: Would like to extend appreciation to Layne Koyle for the work they have done in Grantsville Community. Honey Harvest Festival was great and believes there were 15,000 attendees. Youth Council is doing a campaign to help young adults with chronic health conditions. Festival of Trees theme is "Cowboy Strong". November 11th will be the first Veterans breakfast.

Councilmember Bevan: Historical Preservation Committee attended the Honey Harvest Festival and they were able to hand out several applications for the Home Tour.

Mayor Critchlow: Grantsville is hosting Carbon High this Friday. Would like council permission to continue the sidewalk on Worthington Street.

12. Closed Session (Imminent Litigation)

Motion: Councilmember Allen made a motion to enter into a closed session.

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

Closed Session Began at 8:01 pm

Closed Session Ended at 8:22 pm

13. Adjourn

Motion: Councilmember Allen made a motion to adjourn

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

AGENDA ITEM #3

Consideration of Resolution 2023-63 awarding RBI the contract for the Hollywood Park Soccer Complex

REQUEST FOR PROPOSAL

For

PROFESSIONAL DESIGN AND CONSTRUCTION

For

GRANTSVILLE SOCCER COMPLEX AT HOLLYWOOD PARK,
GRANTSVILLE, UTAH 84029

July 27, 2023

Grantsville City Corporation
Public Works Department
336 West Main St.,
Grantsville, UT 84029
(435)884-0621

TABLE OF CONTENTS

1.INVITATION 4

2.GENERAL PROPOSAL INFORMATION 4
2.1 Procurement Schedule 5
2.2 Terms and Conditions 5
2.3 Pre-contractual Expenses 5

3.PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS 6

4.CONSULTANT EVALUATION, SELECTION, NEGOTIATIONS AND AWARD..... 6
4.1 Evaluation 6
4.2 Ranking and Notification of Consultants 6
4.3 Interviews 6
4.4 Contract Negotiations with Top Ranked Consultant 6
4.5 Criteria for Selection 7
4.6 Award 7

5.CONTRACT 8
5.1 Agreement for Professional Services 8
5.2 Method of Payment 8
5.3 Insurance Requirements 8
5.4 Sub-consultants 8
5.5 Financial Management and Accounting System Requirements 8
5.6 Consultant Contract Audit and Review Process Requirements 8
5.7 Substitution of Consultant Personnel or Sub-consultants 8

6.PROJECT INFORMATION 8
6.1 Project Description 8
6.2 Purpose and Need 11
6.3 Project Funding, Roles and Responsibilities 11

7.SCOPE OF PROFESSIONAL SERVICES 11
7.1 Requested Scope of Services 11
7.2 Standards 11

8.WORK PERFORMED BY CITY 12

9. SOQ FORMAT AND CONTENT REQUIREMENTS.....12
9.1 Statement of Qualifications Format.....12
9.2 Transmittal Letter 12

9.3 Understanding of Work to be Done 12
9.4 Project Team and Staff Experience 12
9.5 Financial Responsibilities.....13
9.6 Understanding of Schedule.....13
9.7 Required Statements 13
9.8 References 14

Attachment A - Agreement

Attachment B - Evaluation Form

1.INVITATION

Grantsville City Corporation, herein referred to as "CITY", is soliciting sealed bids from qualified professional contractors, hereinafter referred to as "CONSULTANT", to provide Professional Design services and construction as outlined within the Request for Proposal, hereinafter referred to as "RFP" for the Hollywood Park Soccer Complex at Hollywood Park, Grantsville, Utah 84029; hereinafter referred to as "PROJECT."

2.GENERAL PROPOSAL INFORMATION

Issue Date: August 03, 2023

*Due Date and Time: August 29, 2023 at 2:00 pm MST

Agency Contact Person: James Waltz, CPRP
Public Works Director
Email: jwaltz@grantsvilleut.gov
Phone: (435) 884-0621

RFP Inquiries: All questions regarding RFP must be received no later than ten calendar days prior to proposal due date and must be submitted on U3P Utah Public Procurement Place.

*Number of copies required: 1 electronic and 3 hard copies (one not bound for duplication purposes).

Page Limit/Font Size: The cumulative total pages for the proposal must not exceed 30 pages (Minimum Font Size: 12, Single Spaced). Page count is exclusive of cover letter, blank pages or tabs, and any required forms.

Funding Source(s): in accordance with the grant agreement.

Regular/Express Mail and Hand Delivery:
Attn: Sherrie Broadbent, Finance Director
Grantsville City Hall
429 E Main St.
Grantsville, Utah 84029

***BID PROPOSALS RECEIVED AFTER DUE DATE AND TIME OR RECEIVED AT WRONG LOCATION ARE CONSIDERED NONRESPONSIVE AND SHALL BE REJECTED.**

2.1 PROCUREMENT SCHEDULE

DESCRIPTION	*DATE	TIME (IF APPLICABLE)
Request for Proposal Issue Date:	August 03, 2023	
Deadline for Questions:	August 18, 2023	
Due Date and Time:	August 29, 2023	2:00 pm (MST)
Committee Review:	August 30, 2023	
Award Date (By CITY Council):	September 06, 2023	

***Note**: Dates shown are subject to modification.

2.2 TERMS AND CONDITIONS

This RFP is subject to the following conditions:

•This RFP does not commit the CITY to award a contract or to procure a contract for services or supplies.

•The CITY is not responsible for any pre-contractual expenses as described below.

•The CITY reserves the right to reject all proposals.

•The CITY reserves the right to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

•The CITY reserves the right to withdraw this RFP at any time without prior notice.

•Nonresponsive proposals will be rejected without evaluation.

• All proposals will become the property of the CITY.

2.3 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses include, but are not limited to, any expenses incurred by CONSULTANT in:

•Preparing proposals in response to this RFP.

•Submitting proposals to the CITY.

•Negotiations with the CITY on any matter related to proposals.

•Other expenses incurred by CONSULTANT before award.

Note: Pre-contractual expenses are not reimbursable.

3.PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS

Submit any protest regarding the specifications of the solicitation in writing to the Purchasing Agent prior to the opening of the bids. Include the name, address and telephone number of your designated representative with a complete statement for grounds of the protest and all supporting documentation attached. The protest statement must refer to the specific portion of the documentation which forms the basis for the protest. The CITY has the right but not the obligation to request additional information. The party filing the protest must concurrently transmit a copy of the protest statement and any attached documentation to all other parties with a direct financial interest which may be affected by the outcome of the protest. Such parties must include all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

Formal protests regarding the award must be electronically submitted to the Purchasing Agent, Sherrie Broadbent, at sbroadbent@grantsvilleut.gov within five business days of the award and must list the pertinent facts giving rise to the protest. Please allow 2 business days for confirmation receipt.

The Purchasing Agent has sole authority to uphold or deny a protest. An appeal of the Purchasing Agent's decision to uphold or deny a protest must be made to the City Council by submitting, in writing, to the City Recorder within five business days of the Purchasing Agent's decision request for appeal.

4.CONSULTANT EVALUATION, SELECTION, NEGOTIATIONS AND AWARD

4.1 EVALUATION

Each proposal will be reviewed to determine if it meets the requirements contained in Section 9 PROPOSAL FORMAT AND CONTENT REQUIREMENTS of this RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected.
The CITY will select a committee that will evaluate the submitted proposals according to the Section 4.5 CRITERIA FOR SELECTION described in this RFP. The selection committee will review, rate and develop a final ranking of the most qualified proposals.

4.2 RANKING AND NOTIFICATION OF CONSULTANTS

All CONSULTANTS that submitted proposals will be informed about the final ranking of the CONSULTANTS. CONSULTANTS may request a debriefing to discuss information as to why they were not the highest ranked.

4.3 INTERVIEWS

The CITY may conduct interviews for top ranking consultants.

4.4 CONTRACT NEGOTIATION WITH TOP RANKED CONSULTANT

The CITY will conduct a negotiation meeting with top ranked CONSULTANT. The objective of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the CITY.

Contract terms subject to negotiation include but are not limited to: work plan; schedule and deadlines; deliverables, classification, wage rates, and experience level of those assigned to project; and cost items, payments and fees. Negotiated items will be incorporated into the agreement between CITY and CONSULTANT.

4.5 CRITERIA FOR SELECTION

Rating of the proposal will be based on the following criteria:

Project Team and Experience with Similar Projects (25 Points)

•Key personnel (Project Manager, Lead Site Supervisor, other key personnel) of the project team have experience needed to successfully complete project.

•CONSULTANT/CONTRACTOR, and/or Sub Contractors have proven experience in successfully delivering similar projects.

•Project team has available resources to deliver PROJECT.

Proposed Work Plan (including time frame and sketches of proposed field layout) (35 Points)

Project team demonstrates a complete understanding of Project and the scope of services being requested. Clarity of proposal, scheduling, and overall proposed design of the project. **Two proposed design submittals are allowed.** The CITY reserves the right to manipulate the proposed design and features of the successful bidder.

References (15 Points)

Provide client references from clients in which similar services were performed within the past three years.

Price (25 Points)

The cost proposal, presented in a sealed envelope, will be scored after all other criteria have been scored. Cost proposals will be scored by the using the following formula: Cost Points x (2-Proposed Price/Lowest Proposed Price) = Price Score. The offeror with the lowest proposed price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their proposed price is than the lowest proposed price. A proposed price that is more than double (200%) the lowest proposed price will receive no points.

4.6 AWARD

Selected CONSULTANT's contract will be awarded by the CITY Council. Scored evaluations and proposals will be kept confidential to the extent allowable by law.

5.CONTRACT

5.1 AGREEMENT FOR PROFESSIONAL SERVICES AND CONSTRUCTION
An agreement is provided as Attachment A of this RFP.

5.2 METHOD OF PAYMENT
Method of payment is anticipated to follow Section 3 of the sample agreement found in Attachment A of this RFP.

5.3 INSURANCE REQUIREMENTS
Insurance requirements are anticipated to follow Section 10 of the sample agreement found in Attachment A of this RFP.

5.4 SUBCONSULTANTS
Parties subcontracted by CONSULTANT to perform services described in RFP, hereinafter referred to as SUBCONSULTANTS, will be responsible for complying with all state, federal and specific contract requirements.

5.5 FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS
CONTRACT shall not be awarded to a CONSULTANT without an adequate financial management and accounting system; to include construction bonding, or other acceptable form of surety by the City.

5.7 SUBSTITUTION OF CONSULTANT PERSONNEL OR SUBCONSULTANTS
After contract execution, the CONSULTANT may not substitute key personnel (project manager and others listed by name in the cost proposal) or SUBCONSULTANTS without prior written approval from the CITY. The CONSULTANT must request and justify the need for the substitution and obtain approval from the CITY prior to use of a different SUBCONSULTANT on the CONTRACT. The proposed substituted person or SUBCONSULTANT must be as qualified as the original, and at the same or lower cost.

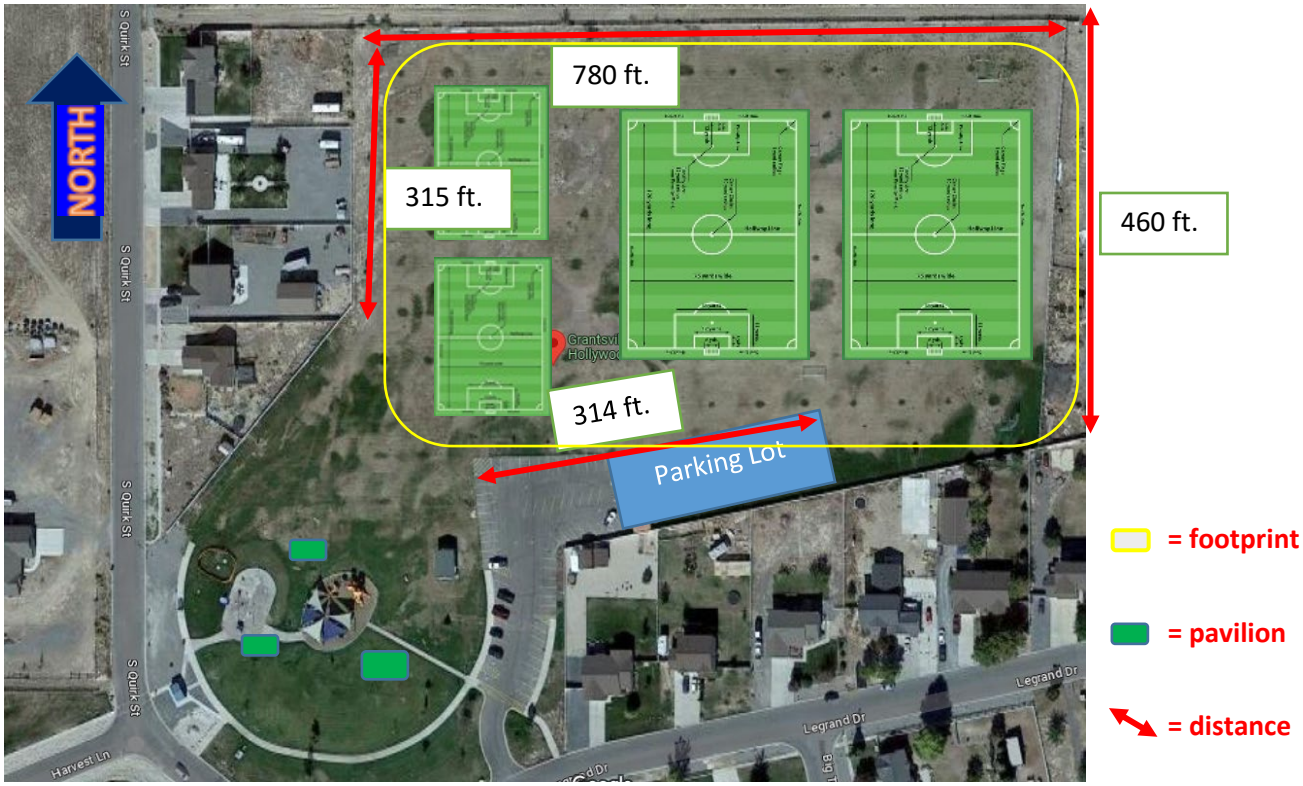
6.PROJECT INFORMATION

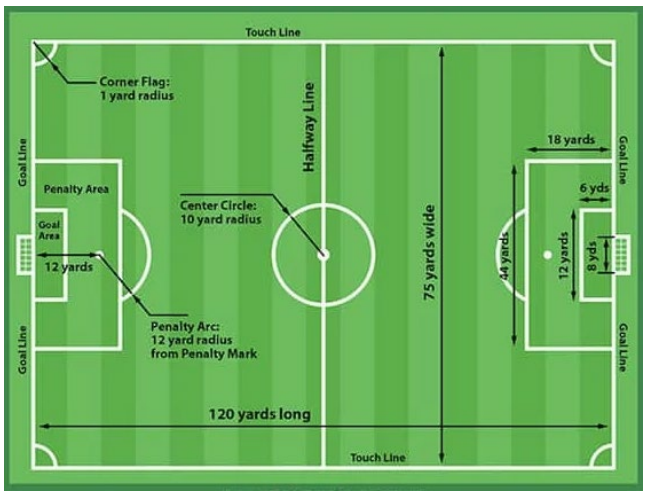
6.1 PROJECT DESCRIPTION
Background

The project shall be 100% ADA compliant as all parks located under Grantsville City's jurisdiction are. Construction of playing area shall be in accordance with the ADA Standards for Acceptable Design, provided by the Department of Justice; and the Manual of Standard Specifications, published by the American Public Works Association. The current footprint is uneven, inadequately covered to green fields, and are in near unplayable conditions. Playing fields shall be situated north and south; and be IAW the American Sports Builders Association (ASBA) guidelines. Irrigation system shall be replaced/reworked for adequate coverage, and fields leveled to safe; and playable conditions IAW ASBA.

This amenity will not only be enhancing the livelihood of our community, it will benefit the safety of the City's immediate and surrounding areas; reducing the risk of unnecessary sports related injuries. Providing benefit and balance to all of Tooele County.

SITE PLAN





Field sizing standard

FIGURE 1 – Project Location Map (above) /Proposed Improvements.
The figure reflects a conceptual layout of the proposed improvements at Hollywood Park. There should flexibility for varying field sizes; necessary to accommodate appropriate age group participants.

Hollywood Park

Hollywood Park is a regional park made up of 10.75 acres, located in South Willow Estates. The activities provided by this project will enhance user's the experience for our community, sports organizations; and surrounding area of Tooele Valley to enjoy. Other amenities already located at Hollywood Park include a large playground with large shade canopies, splash pad, pavilions, soccer field (to be replaced with RFP improvements), baseball backstops, restrooms, drinking fountain, benches, and a large parking area.

Proposed Improvements

Project: Design and Construct a new Soccer Complex @ Hollywood Park, Grantsville, Utah.

- Removal and leveling of existing sod.
- Grading to match existing surface improvements.
- Finish grading and material to match existing parking area.
- Slope work for drainage.
- Sensitivity to protect existing trees in the area.
- Smart watering irrigation system upgrades to playing fields.
- Sprinkler repair/rework- to adequately provide water.
- A secondary artificial turf submittal would be considered. **Cost-benefit analysis** shall accompany submittal; to aid in determining resource management/impacts.
- Swing joint shall be installed, to switch between drinking and secondary water systems.
- Cost benefit-analysis for any alternative submittals.

Specific Design Standard bid items:

Grantsville Soccer Complex @ Hollywood Park are as follows:

Detailed Cost Estimate to be submitted:
Project: Soccer Complex/Field re-work

- Mobilize
  - Clear Site
  - Dump Truck loads. (Local dumping clean fill) no cost
- Dozer/Loader
- Top soil/seed/sod/turf (if alternative) installation.
- ASBA finish grade and orientation (north/south).
- Goal posts x 8 ea. w/netting
- Sprinkler repair/re-work system (**Under new field footprint only**)
- Water Truck
- Compaction
- QC Testing
- Seed and/or sod submittals (price per sq/yd)

- Additive: (unit costs separate) Spectator seating x2 each field. Minimum capacity 20 persons per facility
- Field striping (additive pay item)
- General Fee (optional)
- Safety signage

Contingency (15% of subtotal)

***Construction bond required prior to project start date. The Construction bond shall be in the amount of the project in its entirety.**
***Liability insurance certificate required prior to project start date.**

Warranty
Provide as-built drawings and a minimum 1-year warranty of material parts and workmanship. All operational and maintenance instructions, timing and use options shall be demonstrated and shown operational by the successful bidder and/or by the manufacturer representative at no cost to the CITY.

***Warranty bond. Upon completion, a durability bond shall be submitted for 10% of the entire project cost, for the period of 1-year after acceptance by the City. In turn, the Construction bond will be released to the Consultant at that time.**

6.2 PURPOSE AND NEED

The purpose of this PROJECT is to improve and complete the park that was designed for the residents through extensive community input. The need for playable soccer fields was identified through public survey by the Parks and Recreation Committee, and through public outreach. The City is in agreeance with the public input; these new improvements would greatly enhance the user's recreation experience, and add to public safety when utilizing these facilities.

6.3 PROJECT FUNDING, RESPONSIBILITIES AND DELIVERY

Funding for the PROJECT is currently provided in accordance with the grant agreement.

Funding Source(s): Local (City) qualifying funds.

Local CITY representative, James Waltz, Grantsville City Public Works Director, will act as the local project manager.

Delivery: Upon contract completion, manufacturer specifications and associated maintenance instructions shall be submitted prior to project closeout.

7. SCOPE OF PROFESSIONAL SERVICES

7.1 REQUESTED SCOPE OF SERVICES

The scope of services being requested by the CITY for the PROJECT includes the following:

- Engineering and Permitting
- Design
- Design Civil (Grading, Drainage, Survey, etc.)
- Construction of soccer/sports fields for Hollywood Park
- Construction of spectator seating (ADA compliant). (Capacity: min 20 ea.) (additive option for budgetary consideration)
- Rework irrigation system/ N/A for artificial turf submittal w/ cost-benefit analysis.

7.2 STANDARDS

• All deliverables must be prepared in accordance with the latest Federal, CITY, State and local health and safety guidelines.

• Surface improvements must conform to ASBA, APWA, ADA and CITY standards.

• All deliverables will comply with CITY, State and Federal regulations.

8. WORK PERFORMED BY CITY

None.

9. SOQ FORMAT AND CONTENT REQUIREMENTS

9.1 STATEMENT OF QUALIFICATIONS FORMAT

Statement of Qualifications (SOQ's) must not exceed the page limit using the specified font indicated in the Section 2 GENERAL PROPOSAL INFORMATION. Cost of the project shall be sealed in a separate envelope. **Any SOQ submissions that show cost will immediately be disqualified from consideration.** Preparation of proposals, following these standards and including the described content, will allow information to easily be extracted for evaluation purposes. Proposals must include preparation of or detailed discussions regarding the following information:

9.2 TRANSMITTAL LETTER

Include Transmittal letter on the CONSULTANT'S letterhead and address to the CITY project Finance Director, as indicated in Section 2 GENERAL PROPOSAL INFORMATION of this RFP. The letter should indicate the CONSULTANT'S basic understanding of the CITY'S needs and the CONSULTANT'S understanding of the work required. If an Addendum has been issued by the CITY, the CONSULTANT must acknowledge receipt of the Addendum in the Transmittal letter. The letter must be signed by an official or representative authorized to negotiate and contractually bind the CONSULTANT with the CITY.

9.3 UNDERSTANDING OF WORK TO BE DONE

Describe your understanding of the process and steps necessary to complete the services being requested by CITY for PROJECT. Include a discussion of all tasks and include a Scope of Services document. Consultants are asked to identify any recommended modifications, clarifications or additions to the Scope of Services provided.

Include in this discussion any other tasks necessary that are not identified in Section 7 SCOPE OF SERVICES of this RFP.

9.4 PROJECT TEAM AND STAFF EXPERIENCE

Organizational Chart

Provide an organization chart that shows how the project manager will manage lines of communication between the team, CITY, key stakeholders, etc. Identify the Key Staff that will interact with the CITY. Provide brief resumes of the Key Staff and an explanation of the function each key person will perform. Key Staff must each have professional experience. Include the following statement on the organization chart: "Key Staff will be available for the full duration of the project. Key Staff will not be removed or replaced without the written consent of the CITY."

Staff Experience with Similar Projects

Provide descriptions of similar projects that the proposed Key Staff have completed. The descriptions of similar projects should include:

• Project description and location;

• Description of services provided;

• Current status (i.e. active, completed, etc.);

• Relevant aspects of the project related to this RFP;

• Key personnel involved (certifications must be made available upon request); and,

• Client name, contact person, and his/her current telephone number and email address

9.5 FINANCIAL RESPONSIBILITIES

Cost Proposal

Each respondent must submit in a separate sealed envelope accompanying each Proposal a cost proposal for all Phases of the Project. The cost proposal must include the CONSULTANT'S hourly rate schedule, bid items, and the total fee for all proposed services. The sealed cost proposal will not be opened until after all other criteria are scored.

9.6 PROPOSED SCHEDULE

Provide a proposed schedule with an approximate timeline for completion. Highlight any issues you foresee that may delay the PROJECT. Provide language and an exhibit showing how the schedule will be managed and how "PROJECT Important Dates" will be met.

9.7 REQUIRED STATEMENTS

Prevailing Wage

Prevailing wages rates will be adhered to.

Duration

CONSULTANT must provide a brief statement affirming that the proposal terms will remain in effect for ninety (90) days following the date proposal submittals are due.

Agreement for Professional Services

CONSULTANT must review the agreement included as Attachment A to this RFP and acknowledge their acceptance of the terms of that agreement. A proposal failing to acknowledge acceptance of the sample Agreement for Professional Services will be considered nonresponsive and rejected without evaluation.

Individual Authorized to Negotiate the Contract

Provide us the name of the individual or individuals that are authorized by the firm's owners or management to negotiate contract. A statement signed by the owners or authorized individual(s) will be required.

Factors that will be considered when selecting a contractor are:

- Contractor integrity;
- Compliance with public policy;
- Record of past performance;
- Financial and technical resources;
- Responsive bid

9.8 REFERENCES

Provide three to four Client references for work completed within the last five years. Include telephone number and email contact information.

ATTACHMENT A - SAMPLE AGREEMENT

Project Name: **GRANTSVILLE SOCCER COMPLEX AT HOLLYWOOD PARK**

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES AND CONSTRUCTION

BETWEEN GRANTSVILLE CITY

AND

(Insert Name of CONSULTANT)

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES AND CONSTRUCTION (herein referred to as "AGREEMENT") is made and entered into this _____ day of _____ , 20____, by and between GRANTSVILLE CITY, a municipal corporation (herein referred to as "CITY"), and (Insert CONSULTANT'S NAME), (Insert Legal Business Entity) (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for the **GRANTSVILLE SOCCER COMPLEX AT HOLLYWOOD PARK** at Hollywood Park Project; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CITY procured these services in compliance with Grantsville City Procurement Policy.

WHEREAS, the City Council, on this _____ day of _____, 20___, approved this AGREEMENT and authorized the City Mayor to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Design Services in conjunction with the **GRANTSVILLE SOCCER COMPLEX AT HOLLYWOOD PARK**. Services shall generally include landscape, architectural, site planning and engineering services related to the PROJECT.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

COMPENSATION AND PAYMENT

Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT SHALL NOT EXCEED the sum of $(Insert agreement amount) (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is_____, Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2021 unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. (Insert Consultant's Project Manager) is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the Public Works Director's prior written consent.

HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs,

expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(c) No Waiver. ClTY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of Utah with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

a) Insurance Services Office Commercial Liability with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate.

b) Insurance Services covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.

c) Workers’ Compensation insurance complying with Utah worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of $1,000,000 per accident or disease.

d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of $1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract.

b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.

c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTs for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or

remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah. Should litigation occur, venue shall be in the Tooele County Court System.

NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this AGREEMENT.

ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Sherrie Broadbent, Grantsville City Finance Director. 429 E. Main St. Grantsville, Utah 84029

TO CONSULTANT: (Insert Consultant's Name & Contact information)

COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the

parties effective on the date and year first above written.

Grantsville City	CONSULTANT
_____	_____
Jesse Wilson, City Manager	By: Title:
ATTEST	
_____	_____
Braydee Baugh, City Recorder	By: Title:

APPROVED AS TO FORM

_____

Brett Coombs: City Attorney

Attachment B

Request for Proposal Evaluation Format

1. Requests for Proposals shall be reviewed by the "Review Team".
2. The CITY shall utilize the following RFP Evaluation Form for each proposal.

Request for Proposal Evaluation Form

GRANTSVILLE SOCCER COMPLEX AT HOLLYWOOD PARK

Company: _____

Mandatory:

Received prior to closing - Yes ☐ No ☐

Cost sheet in separate sealed envelope - Yes ☐ No ☐

Acknowledgement and Acceptance to Terms of Agreement - Yes ☐ No ☐

Criteria	Description	Max. Points	Points
Project Team and Experience	Key personnel, proven experience and available resources needed for project	25	
Proposed Work Plan	Clarity of proposal, scheduling, and overall proposed design	35	
References	References	15	
Price	Proposed Price/Lowest Price	25	
Total Score (100%)		**100**	

09/27/2023

GRANTSVILLE HOLLYWOOD PARK
VE BID
Attn: James Waltz

RBI, Inc. submits the following bid for the above project:

	Bid Item	Quantity	Unit		Unit Price		Total Amount
	MOBILIZATION	1	LS	$	12,000.00	$	12,000.00
	C&G and ROUGH GRADE	1	LS	$	102,500.00	$	102,500.00
	IRRIGATION	1	LS	$	24,500.00	$	24,500.00
					SubTotal	$	139,000.00
	Turf Options:						
* 1)	Sod on Exist Soil	1	LS	$	236,000.00	$	236,000.00
** 2)	Turf Seed on 4" Import Topsoil	1	LS	$	255,600.00	$	255,600.00
*** 3)	Sod on Exist. Amended Soil	1	LS	$	330,000.00	$	330,000.00

QUALIFICATIONS AND CLARIFICATIONS TO BID

* Turf Opt. 1. includes Imperial Blue Sod installed on Existing Soils on site.
** Turf Opt. 2. Includes TWCA Turf Seed Mix installed over 4" "Acceptable" Import Topsoil.
*** Turf Opt. 3. Includes Imperial Blue Sod installed over Existing Amended Soil. Amendment includes 3cy/1000sf OM spread and tilled into the top 4" of existing soil.

Sod & Seed include Fine Grading, Starter Fertilizer, and initial watering
No Post Installation Maintenance is include in any of the Turf Options. RBI will provide Site Consultation during Establishment Period.
*RBI, Inc. acknowledges receipt of the following addenda: 1ea RFI
*RBI will need 60 unobstructed working days to complete our scope of work.
*No concrete, or concrete mowcurb are included in base bid.
*Irrigation to begin downstream of water Meter/Backflow supplied & installed by Owner.
*Existing Mainline, Wires, RCV's, & Lateral lines will be used. Existing Heads will be R&R. Owner will procure new heads if needed. Repair of Existing Irrigation will be done T&M.
*3" Sigma Filter will be installed downstream of the PI water meter. New 40 Stat. Controller will be installed at current Clock Location. Power to Controller existing or by Owner.
*Site will have existing Grasses Sprayed and Killed. Affected area will be ripped and tilled to leave existing OM in sub-soil. Site will be Surveyed and graded to utilize existing slope of park. No Export or Import of existing soils is anticipated.
*Soccer Fields will be Laser graded to provide optimum playing surface.
*All work to be complete in one move in, or change mobilization to each.
*Access over Hardscape required for Delivery and Placement of Topsoil & Landscape Materials.
*All permits & fees paid by others.
*Add 1.0% for bond if required. RBI, Inc. Utah Contractor's License #: 5626819-5501
*If RBI is required to sign a project labor agreement this bid is void.

If there are any questions regarding this bid, please contact Robin Ralphs at 801-553-0500

12712 South 125 East, Draper, Utah 84020, Phone: (801) 553-0500
RBI, Inc.

An Equal Opportunity Employer

AGENDA ITEM #4

Discussion with Planning Commission Chair Jaime Topham regarding the Kennel Licensing Code

Grantsville Land Use Code Chapter 2 Definition:

(155) KENNEL. Any premises where 3 or more dogs older than 4 months are kept.

Municipal Code 4-1-1 Definition

Kennel: An establishment having three or more dogs for the purpose of boarding, breeding, buying, grooming, letting for hire, training for a fee, or selling, except where such establishment shall be licensed as having Sportsman's privileges as provided in Section 4-1-28(B) herein.

4-1-32 Regulatory Permits

A. Commercial permits: It shall be unlawful for any person to operate or maintain a kennel, cattery, per shop, groomery, riding stable, veterinary clinic or hospital or any similar establishment unless such person first obtains a regulatory permit from the Department of Animal Control, in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted, together with the required permit fee, on a printed form provided by the Animal Control Department to that Department. Before the permit is issued, approval shall be granted by the Grantsville City- Tooele County Health Department and appropriate zoning authority and the Animal Control Department.

B. Sportsman's permit:

1. Where permitted by the "Land Use Development and Management Code," owners may keep up to for (5) dogs in appropriate zoning districts provided:

    a. Such dogs are individually licensed;

    b. Approval is granted by the appropriate zoning authority and the County Health Department;

    c. Approval of the Grantsville City Animal Control Officer;

    d. Adequate runs (not necessarily concrete) are provided;

    e. The other provisions of this ordinance are complied with, and no dog or premises is deemed to be a nuisance.

2. The holder of a permit issued under this section may keep one litter intact until the dogs reach six (6) months of age; one animal from the litter may be retained until it reaches twelve (12) months of age. At no time may the bolder of the permit retain more than six (6) dogs over six (6) months of age nor more than five (5) dogs over one year of age.

3. Display of permit: A valid permit shall be posted in a conspicuous place in each establishment, and said permit shall be considered as appurtenant to the premises and not transferable to another location. The permittee shall notify the Department of Animal Control within thirty (30) days of any change in his establishment or operation, which may affect the status of his permit. In the event of a change in ownership of the establishment, the permittee shall notify the Department of Animal Control immediately. Permits shall not be transferable from the owner to another.

4. Renewal of permit: Any permit issued pursuant to this section shall automatically expire on the December 31st immediately following date of issue. Within two (2) months prior to the expiration of the permit, the permittee shall apply for a renewal of the permit and pay the required fee. Any application made after December 31, except an application for a new establishment opening subsequent to the date, shall be accompanied by a late application fee in addition to the regular permit fee.

5. Permit fees:

    a. Kennels, catteries, groomeries , pet shops, veterinary clinics or Hospitals:

    Class A, 3-15 animals $25.00
    Class B, 16-30 animals $40.00
    Class C, 30 or more animals $50.00
    Riding stables $30.00
    Sportsman's permit- dogs $25.00
    Late fee - double the regular permit fee.

    b. Exemptions: Research facilities where bona fide medical or related research is being conducted, humane shelters, and other animal establishments operated by state or local government or which are licensed by federal law are excluded from the licensing requirements of this ordinance.

c. Inspections: All establishments required to be permitted under this ordinance, including holders of sportsman's permits, shall be subject to periodic inspections, and the inspector shall make a report of such inspection with a copy to be filed with the Animal Control Department.

AGENDA ITEM #5

Status Report Payroll/ Benefit Update

Status Report
Payroll/Benefit Account Review

October 25, 2023

Update

Discrepancies	Corrections	In Progress
URS Reporting	Flex Accounts	URS Hire Date Verification
Benefits	Monthly Tax Reporting	Employee Benefit Review
Flex Accounts	Pay Codes	Life Insurance Enrollment
Tax Reporting	Workers Compensation	Short Term Disability Enrollment
Pay Codes	URS Reporting/Audit 4 Years	Reporting Benefit Deduction Discrepancies/3 Years
Workers Compensation		

Known Financial Impact

- $20,181.61 in fines and interest
- $6,250.00 in accounting fees
- Approx. $30,000 in benefit discrepancies
- URS penalties are pending
- $20,890.80 due ULGT for back premiums

Moving Forward

Additional Training

URS

Accounting System

Employees/Time Cards

Benefits

Process Changes

Payroll issues corrected before next pay period.

Approval process will be implemented.

Workload was redistributed.

New rates will be reviewed

Software

We are looking into software alternatives.

We are working with our current software company to put safeguards in place.

AGENDA ITEM #6

Council Reports

AGENDA ITEM #7

Adjourn