



**Summit County
Service Area #3**

629 E. Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6226 · permit@summitcosa3ut.gov

Public Meeting

June 17, 2025

Summit County Service Area #3
Board of Trustees
Public Meeting
Tuesday, June 17, 2025, 5:30 P.M. Mountain Time
Sheldon Richins Building - auditorium
1885 W. Ute Boulevard, Park City, UT 84098
(435) 500-6226
Please silence all electronic devices

| Topic | Time | Presenter(s) |
|---|---------|---|
| 1. Welcome and Call Meeting to Order (motion/voting): a. Welcome b. Roll Call and Conflict of Interest Disclosure | 5:30 pm | Chair |
| 2. General Public Comments – Comments limited to three minutes each (30 minutes) | 5:35 pm | Chair |
| 3. Administrative & Financial (motion/voting): a. Approval of May 20, 2025 minutes* (5 minutes) b. Approval of expenditures* (5 minutes) c. Resolution 2025-05 approving inter-local agreement* (10 minutes) d. Election update* (10 minutes) e. Engagement procedures (10 minutes) | 6:05 pm | Chair, General Manager, Office Manager, and Legal Council |
| 4. Water (motion/voting): a. Water Service Agreement - new connection grace period* (10 minutes) | 6:45 pm | Water Operator |
| 5. Roads and Trails (motion/voting): a. Staff Report 2025-05 - snowplowing RFP* (5 minutes) b. Staff Report 2025-06 - rotomill RFP* (5 minutes) c. Trail weeding (5 minutes) d. Consulting Roads Engineer Contract Restatement* (10 minutes) | 6:55 pm | Road Manager and General Manager |
| 6. General Public Comments – Comments limited to three minutes each (30 minutes) | 7:20 pm | Chair |
| 7. Closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and/or the sale or purchase of real property pursuant to Utah Code §§ 52-4-204 through 205. | 7:50 pm | Chair |
| 8. Adjournment | 8:20 pm | Chair |

* Documents provided | Minutes, agenda and policies available at: <http://summitcounty.org/923/Documents>

**Any motion/voting will take place in open meeting after closed session



**Summit County
Service Area #3**

629 E. Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6226 · permit@summitcosa3ut.gov

Welcome, Roll Call, and Conflict of Interest



**Summit County
Service Area #3**

629 E. Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6226 · permit@summitcosa3ut.gov

Section 2

Public Comments



**Summit County
Service Area #3**

629 E. Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6226 · permit@summitcosa3ut.gov

Section 3

Administrative & Financial



PENDING MINUTES

SUMMIT COUNTY SERVICE AREA #3 BOARD OF TRUSTEES
MOUNTAIN LIFE CHURCH, 7375 SILVER CREEK ROAD, PARK CITY, UT 84098
[TUESDAY, MAY 20, 2025](#)

Meeting also conducted via Google Meet.

1. **Welcome (5:32pm)**

- a. Welcome called to order by Scott Witkin, Board Chair
- b. Roll Call & Conflict of Interest Disclosure

Board Members:

Scott Witkin, Chair
Rick Parisi, Vice Chair (arrived 5:44pm)
Jon "Otto" Blum, Treasurer
Karri Taix, Clerk
Derek Price
David Olson
John Ball

Staff & Contractors:

John O'Brien
Vince Pao-Borjigin
Jody Anagnos (online)
Chris Bullock, Road & Water Mgr (online)
Nathan Bracken, legal counsel

After roll call, the Chair noted that no one should be texting during the meeting. If you have to respond to a text or call, please excuse yourself. Please refrain from using your phone or texting during the meeting.

2. **Public Comment I: (5:32)**

- Sally White, Pace Rd
- Luann Lukenbach, Summit Dr

3. **Administrative & Financial (5:33pm)**

- a. Approval of April 22, 2025 minutes -
Otto made a motion to approve the minutes as presented, Scott seconded the motion. Six members voted in favor of approving the April 22, 2025 minutes as presented. (6-0) Rick was not present yet.
Link: [Approved minutes, April 22, 2025](#)
- b. Approval of expenditures - One invoice was presented for approval.
Scott made a motion to approve the expenditures as presented, Otto seconded the motion. All members voted in favor of approving the expenditures as presented. (6-0) Rick was not present yet.

Because it wasn't 6:00pm yet, the Public Hearing section was skipped over and moved to Roads and Trails item 6.a. On the agenda.

6. Roads & Trails (5:36pm)

- a. 2025 Road Improvement Update - Chris presented. Work started on the spring grading project on Crescent Dr. They are trying to work on the 3 miles of unpaved road. There is no trail work happening right now. We should know a start date for rotomill project soon. The snow plow RFP meeting is tomorrow and there is currently an active RFP for the rotomill project.

Skipped to Water because it still wasn't 6:00pm.

5. Water (5:43pm)

- a. Resolution 2025-04 - Amending backflow inspections and leak assistance requirements. Nathan explained the resolution and changes. The backflow program will allow the water operator to do up to 80 backflow inspections per year at cost which is \$99. Most providers charge \$125 - \$150. Backflows are required to be inspected every year. It was noted that you don't have to use the Service Area's inspector, there are plenty of companies that do this service. The office can provide a list of service providers. Backflow inspections are required for connected users with irrigation systems but not required for well users. John needs to update language which he changed when it was presented by Nathan.

Scott made a motion to approve as presented by Nathan, John needs to update the language as originally presented, David seconded the motion. All members voted in favor of Resolution 2025-04. (6-0) Rick did not vote.

Link: Signed Resolution 2025-04

5:44pm Rick Parisi arrived.

Public comment II (5:49pm)

- John Nowoslawski, Oakridge Rd S
- Lisa D'Urso, Meadowview Rd

4. Public Hearing - Rate & Fee Schedule (6:00pm)

- a. Board Discussion 2025 Rate and Fee Schedule - John O'Brien presented the rate and fee schedule that was being voted on. Nathan noted that if GRAMA fees are included in rate and fee, they will be deleted from the records policy. The Board asked to see the breakdown of the annual water rights fee which was not included in the presentation or the Board packet. That breakdown was presented for discussion and thoroughly discussed. Nathan noted that legislation went into effect on 5/7 that allows conservation fees for overuse of water. Discussion was had about a separate capital fund for beacon and the breakdown of water rights admin fee.

Link: Board packet

- b. Public Comment (6:41pm)

- John Nowolowski, Oakridge Rd S
- Sally White, Pace Rd
- Lisa D'Urso, Meadowview Rd

- Caroline Gleich, Maple Dr
- Andy McLaughlin, Redden Rd
- Susan Goldsmith, Silver Creek Rd

Public commented ended 7:42

- c. Resolution 2025-03 Adopting rate and fee schedule. Karri made a motion to vote against the \$34 increase on upper. She thinks it is divisive and there was an increase last year. She is happy with the rest of the rate and fee schedule and thinks the staff did a great job with the proposal. Approve the schedule as is except the \$34 increase. Keep the current fee for upper lots. Derek seconded the motion. There was a roll call vote

Yay: John Ball, Karri Taix, Derek Price

Nay: Scott Witkin, Rick Parisi, David Olson, Jon Otto Blum, The motion failed. (3-4)

David stated he is not in favor of decrease in hydrant sales rate. Rick agreed but is worried about the loss of revenue. At the current rate people will buy it somewhere else. Municipal water is the water that can be sold as lower water rights aren't be overused and there is more reserves than in upper. David and Karri are okay with the hydrant fee now. Their questions were answered. A motion was made and withdrawn after David's questions were answered.

Karri wants language to say we can set limits on how much water we are selling. The Board can decide if there's an amount they don't want to exceed in sales. Discussion was had to add a tier in the hydrant sales rate and we can limit the amount of water sold. The proposal was \$.05 gallon up 100,000 gallon and then \$.10 over 100,000 gallons. Have a tier that gets more expensive and add language can revoke at any time.

Rick made a motion accept the rate and fee schedule as is with the only change that hydrant sales over 100,000 goes to \$.10 gallon per rental. David seconded the motion. There was a roll call vote.

Yay: John Ball, Derek Price, Scott Witkin, Rick Parisi, David Olson, Jon Otto Blum (6-1)

Nay: Karri Taix

The resolution is passed.

Link: Signed Resolution 2025-03

7. General Public Comment (8:15pm)

- Lisa D'Urso, Meadowview Rd
- John Nowoslawski, Oakridge Rd S
- Susan Goldsmith, Silver Creek Rd
- Susan Roy, Crescent Drive
- Trevor Rametta, Wasatch Way

There were two separate closed sessions.

8. Closed Session

At 8:32pm, Rick made a motion to move into closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and/or the sale or purchase of real

property pursuant to Utah Code §§ 52-4-204 through 205, David seconded the motion. All members in attendance voted to move into closed session. (7-0)

9. Adjournment (10:03pm)

Scott made a motion to adjourn the meeting, Karri seconded the motion. All members voted in favor of adjournment. (7-0)

Next meeting is June 17, 2025 at the Sheldon Richins Building

Online participants: Trevor Rametta

PENDING

Invoice over \$5,000

| Payable to | Amount | Invoice # | Date received by SA#3 | Note |
|------------------|-------------|-----------|--------------------------|------------|
| Rockport Rocks | \$41,573.00 | 2025116 | June 9, 2025 | grading |
| Larson & Company | \$13,500.00 | 22498921 | June 11, 2025 | 2024 audit |

Rockport Rocks LLC

7230 N SR 32 Peoa, UT 84061

Summit County Service Area 3
629 Parkway Drive Suite 1
Park City, Utah 84098

Invoice

| DATE | Invoice Number |
|----------|----------------|
| 6/5/2025 | 2025116 |

| Project | Progress Payment # |
|---------|--------------------|
| | 1.00 |

| Description | Quantity | UM | Unit | Total |
|---|----------|----|------|-------|
| Mobilization | 1 | EA | | |
| Second Mob | 1 | EA | | |
| Grade Highfeild and Pace, Water and Compact | 9200 | LF | | |
| Grade Cresent water and compact | 3470 | LF | | |
| Grade Cottonwood water and compact | 5182 | LF | | |
| Grade Wasatch Way water and compact | 1360 | LF | | |
| Grade Summit water and compact | 1470 | LF | | |
| Grade Vista water and compact | 550 | LF | | |
| <p><i>Approved for spring grading</i></p> <p><i>4251 - road</i> <i>4251. Maintenance.</i></p> | | | | |

* We Appreciate Your Business*

Payment Terms

Net payment 30 days from date of invoice. A late payment finance charge or 1 -1/2% per month, which is an annual rate of 18% shall be applied to any unpaid balance, commencing 30 days after date of original invoice.

Total Due

\$41,573.00



ID: D72150E01
 Invoice: 22498921
 Date: 06/11/2025
 Due Date: Due upon Receipt

Summit County Special Service Area #3
 629 Parkway Drive, STE B
 Park City, UT 84098

For professional service rendered as follows:

| | |
|---|-----------|
| Preparation of the audit of the financial statements and the report thereon for the year ended December 31, 2024 | 13,500.00 |
|---|-----------|

| | |
|------------------------|---------------------------|
| Billed Time & Expenses | <u>\$13,500.00</u> |
| Invoice Total | <u><u>\$13,500.00</u></u> |

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SUMMIT COUNTY
on behalf of the
SUMMIT COUNTY CLERK’S OFFICE
-AND-
SUMMIT COUNTY SERVICE AREA #3

THIS AGREEMENT (“Agreement”) is made and entered into the _____ day of _____, 2025, by and between SUMMIT COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, and SUMMIT COUNTY SERVICE AREA #3 (“District”). The County and the District may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office to the District for the purpose of assisting the District in conducting the District’s 2025 primary and general elections; and

WHEREAS, the District desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the District commencing on the date this Agreement is executed, and terminating on January 1, 2026. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days written notice to the other party. Upon such cancellation,

each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the District shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the County, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the District's 2025 primary and general elections.

3. **Legal Requirements.** The County and the District understand and agree that the 2025 primary and general elections are the District's elections. The District shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the District in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the District. The District, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the District's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the District shall pay the County an amount not to exceed the rate estimate given to the District by the County in Exhibit B. The County shall provide a written invoice to the District at the conclusion of the elections, and the District shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the District's election, the District shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the District to exceed the estimate given to the District by the County. For such consideration,

the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The District and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (“Act”). Subject to the provisions of the Act, the District and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the District or the County under the Act.

6. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the District as provided herein, the District shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the District an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Clerk of the District and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

10. **Counterparts.** This Agreement may be executed in counterparts by the District and the County.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

DISTRICT

By: _____
SCOTT WITKIN, CHAIR

ATTEST:

District Clerk

Approved as to form and compliance
with applicable law:



District Counsel

Date: _____

SUMMIT COUNTY

By: _____
Chair of the Summit County Council

ATTEST:

Summit County Clerk

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A
2025 District Elections
Scope of Work for Election Services

The County shall provide to the District an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended), upon request.

The District shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The District shall be responsible for all Public Notice(s) required by law. The District may work with the County to publish notices jointly with other jurisdictions.

The District agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the District recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the District.

Services the County will perform for the District include, but are not limited to:

- Ballot Layout and Design
- Ballot Printing
- Ballot Mailings
- Program and Test Voting Equipment
- Program Electronic Voter Register
- Poll Worker & Office Worker Recruitment and Training
- Compensate Vote Center Poll Workers and Office Workers (Exhibit C)
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results on County Website
- Provisional Ballot Verification
- Update Voter History Database
- Canvass reports on the evening of the 13th day after the election
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support
- Collection and Pick Up of ballots from ballot drop boxes
- Operation of up to (4) county wide vote centers (Exhibit C)

The District will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit B). Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The District will be invoiced for its share of the actual costs of the elections which will not exceed the estimated schedule in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged. The costs will be divided between participating jurisdictions in a manner that is agreed upon by the jurisdictions involved. A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Exhibit B
2025 District Elections
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *2025 Municipal Elections* for the District. The District will be billed for fixed costs for each election plus a per ballot fee, based on the number of active registered voters. The number of active registered voters will be determined by the registration deadline, one week prior to each election.

| Fixed Cost per Entity in Election | | | |
|---|----------------------------------|---------------------------|------------------------------|
| Number of Participating Jurisdictions | | Per District Rate | Total Fixed Cost |
| 1 | | \$7,500.00 | \$7,500.00 |
| 2 | | \$3,750.00 | \$3,750.00 |
| 3 | | \$2,500.00 | \$2,500.00 |
| Estimated Cost per Ballot | | | |
| Number of Jurisdictions on Ballot Face | Active Registered Voters* | Per Ballot Rate | Total Per Ballot Cost |
| 1 | 958 | \$2.60 | \$2,490.80 |
| 2 | 958 | \$1.35 (half plus \$0.05) | \$1,293.30 |
| 3 | 958 | \$0.92 (1/3 plus \$0.05) | \$881.36 |

* Current as of April 2025

Exhibit C
2025 District Elections
Core Vote Centers

| 2025 Locations |
|--|
| Kamas County Services Building 110 North Main Kamas, UT |
| Coalville City Hall 10 North Main Coalville, UT |
| Park City Municipal Marsac Building 445 Marsac Ave. Park City, UT |
| Sheldon Richins Building 1885 Ute Blvd. Park City, UT |

Additional vote centers may be established by consent of both the District and the County, the cost of which will be borne by the District, and which would be in addition to the estimates provided in Exhibit B. In the County's sole discretion, not all of the above vote centers may be used in a primary or general election. The vote centers used will be those in closest proximity to the district holding an election.

SUMMIT COUNTY SERVICE AREA #3

RESOLUTION NO. 2025 – 05

A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT AUTHORIZING SUMMIT COUNTY TO CONDUCT SUMMIT COUNTY SERVICE AREA #3'S 2025 ELECTION

WHEREAS, Summit County Service Area#3 (“**SCSA3**”) and Summit County (“**County**”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101 to -608 (the “**Interlocal Act**”), and

WHEREAS, as public agencies, the Interlocal Act authorizes SCSA3 and the County to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, Utah Code § 20A-5-400.1 authorizes SCSA3 and the County to execute an interlocal agreement to authorize the County to conduct SCSA3’s elections; and

WHEREAS, SCSA3 desires to retain the services of the County to assist SCSA3 in conducting SCSA3’s 2025 primary and general municipal elections; and

WHEREAS, SCSA3 and the County desire to execute an interlocal agreement to allow the County to provide election services to SCSA3 in exchange for certain fees (the “**Agreement**”), a copy of which is attached to this Resolution.

NOW, THEREFORE, be it **RESOLVED** by the Board of Trustees of Summit County Service Area #3 that:

1. Adoption of the Agreement. The attached Agreement between SCSA3 and the County, which authorizes SCSA3 to contribute fees to the County in exchange for certain election services, is approved and adopted.

2. Keeper of the Records. The SCSA3 Clerk is authorized and instructed to keep an executed copy of the Agreement as part of SCSA3’s records.

3. Utah Open and Public Meetings Act. SCSA3 provided proper notice that the SCSA3 Board of Trustees would consider approval of the Agreement during its regular meeting on June 27, 2025, and the Board’s approval of the Agreement during that meeting complied with the Utah Open and Public Meetings Act.

4. Effective Date. This Resolution will take effect immediately upon its adoption, but the Agreement will become effective as and when stated in Section 1 of the Agreement and in harmony with the requirements of the Interlocal Act.

ADOPTED AND APPROVED by majority vote at a duly called meeting of the Board of Trustees on this 17th day of June 2025.

SUMMIT COUNTY SERVICE AREA NO. 3

Scott Witkin, Chair

ATTEST:

Karri Taix, Clerk

VOTING

| | |
|---------------|-------|
| John Ball | _____ |
| Jon Blum | _____ |
| David Olson | _____ |
| Rick Parisi | _____ |
| Derrick Price | _____ |
| Karri Taix | _____ |
| Scott Witkin | _____ |

PUBLIC NOTICE

Summit County Service Area #3 List of Candidates

Pursuant to Utah Code 20A-9-203(8), Summit County Service Area #3 hereby provides notice of candidates for Board of Trustees the 2025 Election to be held on Tuesday, November 4, 2025. There are three openings: one in upper Silver Creek and two in lower Silver Creek and the candidates are as follows:

Candidates for Board of Trustee - Upper

John Joseph Nowoslawski
Derek Price - Incumbant

Candidates for Board of Trustee - Lower

John Patrick Ball - Incumbent
Caroline Louise Gleich
Ashley Alane O'Hara
Richard (Rick) Parisi - Incumbent
Justin John Shea



**Summit County
Service Area #3**

629 E. Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6226 · permit@summitcosa3ut.gov

Section 4

Water

When Recorded, Return To:
 c/o General Manager
 Summit County Service Area #3
 629 Parkway Drive, Suite 1
 Park City, Utah 84098

Owner

Summit County Parcel No. _____

WATER SERVICE AGREEMENT

This WATER SERVICE AGREEMENT (“**Agreement**”) is made and entered into by and between SUMMIT COUNTY SERVICE AREA #3 (the “**District**”), a special district and political subdivision of the State of Utah, and _____ (“**Owner**”), a private individual. The District and Owner are sometimes referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**” as the context may require.

RECITALS

WHEREAS, the District is a public water supplier that operates and maintains a public water system (“**Water System**”) that supplies culinary water (“**Water Service**”) to certain lots within the vicinity of plats D, E, F, H, and I of Silver Creek Estates in Summit County, Utah; and

WHEREAS, Owner owns Lot No. _____ of Silver Creek Estates Subdivision in Summit County, Utah, or Summit County Parcel No. _____, which is located at _____, Park City, Utah 84098 (the “**Property**”); and

WHEREAS, under the District’s regulations, the Property is entitled to receive 0.75 acre-feet of water per year from the Water System (the “**Allotment**”); and

WHEREAS, Owner has not previously used the Allotment and has instead diverted water for the Property from a privately owned well located on the Property (the “**Well**”); and

WHEREAS, Owner has elected to connect to the Water System to use the Allotment; and

WHEREAS, the Parties desire to execute this Agreement to govern the process by which Owner will connect to the Water System in accordance with the District's applicable regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, agreements, and representations contained herein, the District agrees to provide Water Service to Owner at the Property subject to the following terms and conditions:

AGREEMENT

1. EFFECTIVE DATE. The effective date ("**Effective Date**") of this Agreement refers to the date upon which both Parties have fully executed and notarized this Agreement.

2. ANNUAL ALLOTMENT.
 - 2.1. 0.75 Acre-Foot Limit Upon connection to the Water System, the Property will be entitled to receive 0.75 acre-feet of water each calendar year from the Water System. Owner agrees that District will not provide the Property more than 0.75 acre-feet per calendar year unless Owner dedicates additional water rights to the District in accordance with the District's regulations, including Section 16 of Regulation #2025-04, the current version of the District's water service regulation (the "**Water Service Regulation**").

 - 2.2. Water Use Evaluation Required. Prior to connecting the Property to the Water System, Owner will submit to an evaluation of the current or estimated water use of the Property by the District in accordance with the District's regulations. If the District determines that the Property will exceed the Allotment's 0.75 acre-foot limitation, Owner will either: (i) reduce Owner's water use to comply with the Allotment to the District's satisfaction in accordance with the District's regulations; or (ii) dedicate sufficient water rights to the District to cover any estimated overages as a condition for the District's approval of the Property's connection to the Water System pursuant to the District's regulations. The District, may in its sole discretion, require its engineer to perform the water evaluation, which will require the payment of a water evaluation fee in accordance with the District's fee schedule.

3. GRACE PERIOD.

- 3.1. Connection Fee. Owner will be responsible to pay all costs associated with connecting the Property to the Water System, including applicable stand-by fees and connection fees. The fee for new connections will be discounted to \$6,000.00 from \$12,000, not including the \$3,000.00 water evaluation fee if the District requires its engineer to perform the water evaluation under Section 2.2.
- 3.2. Deadline. There will be a grace period in which Owner will connect the Property to the Water System no later than October 31, 2027. If the Owner does not connect the Property to the Water System by October 31, 2027, Owner will forfeit their connection fee and must reapply at the full rate as found in the District's fee schedule in effect at the time of connection. There will be no extensions of the grace period.
- 3.3. Abandonment of Well. Once Owner connects to the Water System, Owner will abandon and decommission the Well in accordance with all applicable laws and regulations.

4. WATER SERVICE TERMS.

- 4.1. Compliance with District Regulations. As an express condition precedent to receive the Allotment from the Water System, Owner agrees: (i) to comply fully with the District's regulations; (ii) that Owner's right to connect the Property to the Water System is expressly contingent upon Owner's compliance with the District's regulations that are in effect at the time of connection, which regulations may be revised and may differ from the regulations as currently constituted; (iii) that failure to comply with the District's regulations may result in temporary or permanent disconnection of the Property from the Water System; (iv) that nothing in this Agreement will limit the District's authority or ability to amend, replace, repeal, revise, or otherwise change the regulations, including the Water Service Regulation, or Owner's obligation to comply with the regulations, as applicable; and (v) that the District will have no obligation to allow Owner to connect the Property to the Water System if Owner has not complied with the District's regulations that are in effect at the time of connection.
- 4.2. District Authority to Manage the Water System. Owner acknowledges the District's authority to take all action deemed appropriate in responding to any threat to the Water System, whether such threat actually exists or is reasonably believed to exist, including a complete shutdown of the Water System. Owner likewise acknowledges the District's full authority, whenever there is a water shortage, drought, or threat to the Water System,

to declare a water emergency and to shut off, ration, or otherwise regulate the distribution of water to the Property through the Water System.

- 4.3. District Authority to Discontinue Water Service. Except as otherwise provided in the District's regulations, Owner acknowledges the District's authority to discontinue Water Service to the Property, upon thirty (30) days' notice, for Owner's failure to comply with the District's regulations, and that further Water Service may be withheld to Owner and the Property until such time as the District is satisfied that Owner is in compliance with the District's regulations.
- 4.4. Water Meter Requirement / Back Flow Prevention Devices. Owner, upon written notice from the District, will install: (i) a totalizing water meter and shut-off valve (collectively, the "**Meter**") to measure the quantity of water the District delivers to Owner in connection with the Property; and (ii) a back flow prevention device to protect the integrity of the Water System in accordance with applicable laws, regulations, and ordinances. The District will install the required transmitting beacon for the Meter and will inspect the Meter and back flow prevention device to verify compliance with applicable laws and the District's regulations. Apart from fire protection connections approved by the District, the Property will be entitled to no more than one connection to the Water System. The Meter will comply with the District's regulations at all times and Owner agrees to be solely responsible for the installation cost of Meter and the backflow prevention device on the Property. Upon the District's verification that the Meter complies with applicable laws and the District's regulations, the Meter and transmitting beacon will become the District's sole property and the District will be solely responsible for maintaining and repairing the Meter and transmitting beacon. Owner will own the backflow prevention device and will be solely responsible for maintaining and repairing the backflow prevention device and ensuring that the backflow prevention device is inspected each year in accordance with applicable law and the District's regulations.
- 4.5. Right of Access to Meter, Transmitting Beacon, and Back Flow Prevention Devices by District Representatives. Owner grants to the District and the District's authorized representatives a right to enter the Property, upon reasonable notice to Owner and at a reasonable time of day, to periodically read the Meter and to verify that the Meter, the transmitting beacon, and the backflow prevention device comply with applicable laws and the District's regulations. Owner agrees not to hinder or obstruct in any way the ability of any authorized representative of the District to access the

Property to read the Meter and to inspect the Meter, transmitting beacon, and the backflow prevention device if the District complies with the notice provisions of this Section. Owner agrees that the cost of removing any physical obstructions blocking entry to the Property may be charged to Owner. Owner likewise agrees that upon notice by the District, Water Service to the Property may be discontinued without liability to the District if Owner denies a representative of the District access to the Property's Meter, transmitting beacon, and backflow prevention device after providing reasonable notice in accordance with this Section. The delivery of Water Service to the Property will not resume until Owner has provided the District with access to the Meter, transmitting beacon, or backflow prevention device, as applicable.

- 4.6. Prohibition on Unauthorized Connections. Owner is prohibited from using another property owner's connection or allowing anyone else to connect to the Owner's connection to the Water System. Any violations of this requirement by Owner will be subject to all applicable fees and penalties under the District's regulations and fee schedule.
- 4.7. Operation and Maintenance of Service Laterals. Owner acknowledges that the District's obligation for the operation and maintenance of service laterals terminates at the Property-side of the shut-off valve for the Property. Owner agrees to be solely responsible for the maintenance of the service lateral from the Property-side of the Meter receiving Water Service on the Property.
- 4.8. Transfer of Property Ownership. Owner agrees to comply with the District's applicable regulations regarding the sale and transfer of the Property and agrees to pay all outstanding fees that Owner has incurred prior to finalizing the sale and transfer of the Property to the new owner. Upon the sale or transfer of the Property, the new owner will execute a new water service agreement with the District. Failure to do so within thirty (30) days of the sale or transfer will result in disconnection of Water Service to the Property.
- 4.9. Owner Payment of Water Rates, Fees, and Interest. Owner agrees to pay all water rates and any applicable interest set by the District and any related fees **on or before** the designated due date for such water rates and fees. Owner acknowledges that any water rate or fee not paid within the designated due date will be treated as delinquent and therefore subject to the District's regulations and delinquent payment interest rates set by the

District, with such interest being calculated from the designated due date until the date payment is received by the District.

- 4.10. Delinquencies, Disconnection, Reconnection, and Liens. Owner agrees that the District is fully authorized to impose fees for disconnection, reconnection, and other actions due to nonpayment or other violations of the Regulations. The District may also pursue all legal remedies available under Utah law to cure any delinquencies in Owner's performance or payment of any required assessments, fines, bonds, or other amounts due to the District under its regulations. Such remedies include the commencement of litigation against Owner and the attachment and enforcement of liens against the Property. If after thirty (30) days' written notice of a delinquency Owner fails to cure the delinquency, Owner acknowledges that the District is authorized to disconnect the Property from the Water System. The Property will not be reconnected to the Water System until the Owner cures all delinquencies, including disconnection and reconnection fees.

5. WARRANTY OF AUTHORITY. Owner warrants that they are the record owner of the Property.

6. TERM. The term of this Agreement will begin on the Effective Date and will be perpetual in duration unless and until both Parties agree to terminate it in writing pursuant to Section 8.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement by and among the Parties, and supersedes all prior written or oral agreements, representations, or understandings by and among them pertaining to the subject matter of this Agreement.

8. TERMINATION AND AMENDMENT. Except as otherwise provided in Section 17, this Agreement cannot be terminated, modified, or amended except by a written agreement signed by each of the Parties.

9. SUCCESSORS AND ASSIGNS/RUNS WITH THE LAND. The rights, conditions and provisions of this Agreement will run with the land and inure to the benefit of and be binding upon the successors and assigns of the respective Parties.

10. COUNTERPARTS. This Agreement may be executed in one or more counterparts each of which is an original of this Agreement and all of which, when taken together is the same agreement.

11. HEADINGS AND CAPTIONS. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision.

12. INCORPORATION OF RECITALS. The recitals contained in this Agreement are incorporated fully as part of this Agreement.

13. SUCCESSOR LEGISLATION. Any references in this Agreement to statutes, regulations, or ordinances, including the District's regulations, will be deemed to be references to any successor statutes, regulations, or ordinances that have the same general intent and effect.

14. NO RELATIONSHIP. Nothing in this Agreement will be construed to create any partnership, joint venture, or fiduciary relationship among the Parties.

15. NO THIRD-PARTY BENEFICIARY RIGHTS. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement will not be construed to create such status. The rights, duties, and obligations contained in this Agreement will operate only between the Parties to this Agreement and will inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

16. NO WAIVER. If either Party fails to enforce any provision of the Agreement, such failure will not constitute a waiver of that Party's right to enforce such provision. The provisions of this Agreement may be waived only in writing by the Party intended to be benefited by the provisions and a waiver by a Party of a breach hereunder by the other Party will not constitute a waiver of any succeeding breach of the same or other provisions.

17. SEVERABILITY. If a court of competent jurisdiction holds that any portion of the Agreement is unenforceable, the remaining provisions of the Agreement will continue in full force and effect.

18. DEFAULT AND DISPUTE RESOLUTION. An "**Event of Default**" will occur under this Agreement if either Party fails to perform its obligations under this Agreement. When an Event of Default occurs, the non-defaulting Party will submit written notice of a claim or dispute to the defaulting Party at their address of record. The Parties will then meet and confer to resolve the claim or dispute. If the Parties are unable to resolve the claim or dispute in a manner that is mutually acceptable to each Party, the Parties will

submit the dispute or claim to non-binding mediation, with a qualified mediator selected by the Parties, with each Party sharing the cost of that non-binding mediation. A non-defaulting Party may only bring an action in court to enforce or terminate this Agreement after it has followed these procedures.

19. LEGAL REVIEW. The Parties represent and agree that they each had an opportunity to review this Agreement with their respective attorneys and that they accept the terms hereof. The rule that an agreement is to be construed against its drafter will not apply to this Agreement.

20. APPLICABLE LAW AND VENUE. This Agreement will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Agreement will be brought in Summit County, Utah.

21. ATTORNEY FEES. If either Party files a suit or action after complying with the dispute resolution process in Section 18 to enforce any provision in this Agreement, the prevailing Party in the suit or action will be entitled to recover from the losing Party the prevailing Party's fees, costs, and expenses, including the actual fees and expenses of attorneys, accountants, consultants, and expert witnesses, which will include all fees, costs, and expenses of appeals.

22. GOVERNMENTAL IMMUNITY ACT OF UTAH. The Parties agree and understand that the District is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 *et. seq.* and that the District neither waives nor relinquishes any applicable provision or protection of that Act.

23. INDEMNIFICATION. To the fullest extent permitted by law, Owner will indemnify and hold harmless this District and its officers, employees, and agents from all claims, damages, losses, and expenses, including the District's court costs and the actual fees and expenses of attorneys, accountants, consultants, and expert witnesses as well as all fees, costs, and expenses of appeals, that result from any claims or court actions that arise from Owner's connection of the Property to the Water System or Owner's use of the Allotment, excluding those claims and court actions that are the result of the District's illegal or willfully negligent acts.

24. NOTICES. All notices and communications required or permitted to be given under this Agreement, will be in writing and will be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the below, which the Parties may update from time to time in writing:

If to OWNER:

[insert address and email]

Owner agrees that it is Owner's responsibility to keep its address and contact information current and accurate with the District. Owner further agrees that all notices the District's sends to the Owner's address of record on file with the District will be valid and will constitute actual and constructive notice under this Agreement.

If to the DISTRICT;

Summit County Service Area #3
c/o General Manager
629 Parkway Drive, Suite 1
Park City, Utah 84098
gm@summitcosa3ut.gov

25. RECORDING. The District will record this Agreement with the Recorder for Summit County, Utah, at its sole cost and expense.
26. SUCCESSOR LEGISLATION. Any statute, regulation, or rule referred to in this Agreement, including the Water Service Regulation, will be deemed to include that statute, regulation, or rule as amended, restated, and/or replaced from time to time, and any successor statute, regulation, or rule to the same general intent and effect.
27. INTERPRETATION. In this Agreement, unless the context requires otherwise:
 - a. Use of the singular, plural, or a gender will include the other.
 - b. Use of the words "include" and "including" will be construed to mean "without limitation" or "but not be limited to."
 - c. The word "may" is permissive;
 - d. The words "may not" are prohibitive;
 - e. The word "will" is mandatory or required; and
 - f. The present tense includes the future tense, unless otherwise specified.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year listed below.

SUMMIT COUNTY SERVICE AREA #3:

By: _____

Its: _____, General Manager

State of Utah)

§

County of Summit)

On this ____ day of _____, 202____, _____, acting in his authorized capacity as General Manager of Summit County Service Area #3, whose identity has been proven on the basis of satisfactory evidence, personally appeared before me, and after being duly sworn acknowledged that he executed the foregoing **WATER SERVICE AGREEMENT**, for the purposes stated therein, of his own voluntary will and act.

My Commission Expires: _____

Notary Public

Residing at: _____

OWNER:

By: _____

Its: _____

STATE OF _____)
:SS

COUNTY OF _____)

On this ____ day of _____ 202__, _____, whose identity has been proven on the basis of satisfactory evidence, personally appeared before me and after being duly sworn acknowledged that s/he executed the foregoing **WATER SERVICE AGREEMENT**, for the purposes stated therein, of her/his own voluntary will and act.

NOTARY PUBLIC

Residing at: _____

My Commission

Expires: _____



**Summit County
Service Area #3**

629 E. Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6226 · permit@summitcosa3ut.gov

Section 5

Roads and Trails

Summit County Service Area #3

STAFF REPORT 2025 - 05

From: Chris Bullock

Date: June 13, 2025

Type of Item: Snow removal RFP 2025

Process: Work: Review and approval

Requested Trustee Action:

Review submitted bids and approval for contract

Introduction:

The Snow Removal RFP pre-bid meeting was held on May 21, 2025. There were 5 contractors in attendance. During the meeting the RFP was reviewed. Minimum requirements were discussed and all questions from contractors were answered during the meeting. All in attendance understood the RFP submittal deadline of June 2, 2025 at 12:00pm (noon).

Background:

June 2, 2025- two contractors submitted bids for the snow removal RFP.

After review-

Contractor A

- Preseason startup cost- Good- Lowest responsive bid item
- Hourly equipment / labor hour rates- Highest responsive bid items- includes equipment w/ operator
- Minimum equipment required- Yes
- Experience employee Factor- yes
- Work experience Factor- yes
- Value to SA#3- Low

Contractor B-

- Preseason startup cost- - Highest responsive bid item
- Hourly equipment / labor hour rates- Best- Lowest responsive bid item- Equipment price does include operator
- Minimum equipment required- yes
- Experience employee Factor- yes
- Work experience Factor- yes
- Value to SA#3- Best

Recommendation:

Recommend selection of Contractor B for Snow removal. Contract details to be finalized with legal counsel.

List of Appendices:

A1-Snow removal RFP 2025

REQUEST FOR PROPOSAL

Summit County Service Area #3

Snow Removal Services



SUMMIT COUNTY SERVICE AREA #3

629 E. Parkway Drive, Suite 1

Park City, UT 84098

(435) 500-6226

www.scsa3.org

March 06, 2025

Summit County Service Area #3**Snow Removal RFP****I. PURPOSE**

Summit County Service Area #3 ("Service Area") is accepting competitive sealed proposals for the snow removal from the Silver Creek Estates Roads (all county roads) from the Exhibit A (map of roads) for the following snow removal season: 2025-2026. A mandatory pre-bid meeting will be held at the Service Area offices located at 629 E. Parkway Drive for all interested parties Tuesday April 01, 2025 11:00 am MST.

The purpose of this Request for Proposal (RFP) is:

1. to solicit proposals from various candidate vendors;
2. conduct a fair and extensive evaluation based upon criteria listed herein; and,
3. select a candidate who best meets the criteria and will provide a consistent quality service.

The Service Area has an agreement with the Summit County to manage the roads and right of ways within Silver Creek Estates and works within the specifications and requirements of Summit County to maintain the roads.

II. DESCRIPTION OF ORGANIZATION

The Board of Trustees of Summit County Service Area #3 (Service Area) was established on September 8, 1964 (Resolution No. 57) by the Summit County Commission. The Board, which is elected and consists of seven residents, governs the Service Area in accordance with the provisions of Title 17B, Utah Code, including the power to levy a property tax under 17B-1-1002(1)(i)(iii), 17B-2a-902, 17B-2a-903, 17B-2a-904, 17B-2a-905, 17B-2a-907, and 17b-1-306.5, subject, however, to certain exceptions set forth within the Service Area.

III. SPECIFIC SERVICES TO BE RENDERED – The Service Area has identified several key requirements that must be included in a cost of service:

A. The scope of this project is to provide snow removal, sanding rock, and all other snow removal related activities in Service Area #3 (All County Roads) from Exhibit A.

B. Operator shall remove snow from all or part of the agreed upon locations, including sufficient turnouts for safe and efficient use for product transportation and to protect the road.

C. All debris, except snow and ice that is removed from the road surface and ditches shall be deposited away from stream channels.

D. Banks shall not be undercut or shall surfacing material be bladed off the road.

E. Ditches and culverts shall be kept functional during operations and upon completion of operations.

F. Operator shall space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations as directed by the Service Area. Drain holes shall be placed to obtain surface drainage without discharging on erodible fills. These drainage holes will be marked.

G. Snow removal shall be controlled to identify the usable traveled way having roadbed support. This distance will be maintained to a 22-foot minimum. Over width plowing shall be reshaped as necessary to define the usable width.

H. Minimum equipment requirements to be onsite during season are 2 qty-14' road graders, 2 qty- sander equipped vehicles and 1 qty- front Loader.

Summit County Service Area #3**Snow Removal RFP**

I. Operator may use any type of equipment to remove snow providing:

- The equipment is of the size and type commonly used to remove snow and will not cause damage to the road. All equipment used will be in compliance with the commercial road use rules.

- All equipment used to plow snow from roads having a bituminous surface course shall be of the rubber-tired type, and blades used on such equipment shall be fitted with shoes or runners to keep the blade a minimum of 2 inches above the road surface. When there is slush present on the roadway presenting a significant safety hazard, equipment without shoes or runners may be employed to remove the slush, providing the equipment has a floating blade and cause no damage to road surface. At no other time will blade without shoes or runners be employed on the Service Area to insure adequate protection of all road type surfaces.

J. Where the plowed route intersects adjacent trails, access to these routes shall be shaped (ramped) so as to provide safe passage for snow grooming equipment on the plowed route.

K. Operator shall allow equal access to said area for all winter recreation purposes.

L. Transportation and staging of roughly 1,000 yards of sanding grit to meet UDOT spec for highway travel.

M. Operator shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this RFP including but not limited to taxes, wages, and state and federal income tax withholdings.

N. Operator shall invoice the Service Area weekly for costs incurred for snow removal work in the designated area during the snow season of November 1, 2025 through April 30, 2026 or the winter operating dates of the area, whichever is less in accordance with funds available.

O. Each invoice shall be itemized and include a detail of the work accomplished, the dates and time of day of snow removal, equipment used with start and end meter reading (hour reading or odometer) and hourly rate of each piece of equipment. All invoices are to be submitted to the Service Area within thirty (30) days after the end of the month in which the work is performed with the final invoice for each winter season presented no later than April 30.

P. Operator shall have in force public liability insurance covering (1) property damage in the amount of one hundred thousand dollars (\$100,000), and (2) damage to persons in the minimum amount of one million dollars (\$1,000,000) in the event of death or injury to one individual, and the minimum amount of three million dollars (\$3,000,000) in the event of death or injury to more than one individual.

Q. Operator shall include Summit County Service Area #3, its officers, agents, and employees, as additional insured on insurance policies issued for the work described in this RFP, or furnish an additional insured endorsement naming the same as additional insured to operator's existing public liability and property damage insurance.

R. Alternate pricing- Please provide cost for UDOT road salt. This product can not be stored onsite within Summit County Service Area #3. Please take into account all necessary needs and cost related to this item as an alternate.

Summit County Service Area #3**Snow Removal RFP****IV. GENERAL REQUIREMENTS - Firms submitting a proposal shall meet the following requirements:**

The staff that the Operator intends to assign to this project should be of sufficient size and have the experience and background necessary to manage a project of this scope. The equipment of the Operator shall be of the scope described in "III H".

V. QUESTIONS

Questions regarding the requested services or the contents of this RFP must be submitted in writing by 12:00 noon on April 15, 2025 and directed to the individual listed in the "VII. CORRESPONDENCE" section. All questions will be answered and copies of both the question and answer will be disseminated to all RFP recipients.

VI. CORRESPONDENCE

All correspondence, including proposals, is to be submitted to:

Summit County Service Area #3
Snow Removal RFP
John O'Brien, General Manager
629 E. Parkway Drive, Suite 1
Park City, UT 84098
(435) 500-6226
Email: gm@scsa3.org

The email address may be used to submit questions only. PROPOSALS WILL NOT BE ACCEPTED BY EMAIL OR FACSIMILE.

VII. PROPOSAL TIMELINE

Release RFP: March 06, 2025
Mandatory Pre-bid meeting: Tuesday April 01, 2025 11:00 am MST
Deadline for Submission of Questions: April 15, 2025, 12:00 pm MST
Deadline for Proposals: May 21, 2025, 5:00 pm.
Tentative Date for Notification of Award: June 30, 2025

VIII. FORMAT FOR PROPOSAL

Respondents are required to mail 3 (three) copies of their proposal to the address listed in section VII by the above deadline. Responses must be complete and presented in the format detailed below. Failure to meet any of these requirements may cause the response to be rejected. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if it is considered by the Service Area to be immaterial or inconsequential.

- A. Transmittal Letter: General introduction and brief statement that the proposer's understanding of the services to be performed; a positive commitment to perform the service within the time period specified;
- B. Name(s) of the person(s) authorized to represent the proposer, title, address, and telephone number.

Summit County Service Area #3

Snow Removal RFP

- C. Firm Qualifications and Staff Experience: Describe your firm's in-house capabilities to perform the requested work.
- D. Similar Engagements with Other Government Entities: Provide a list of not less than three client references for which services similar to those outlined in this RFP have recently been provided. For each reference listed, provide the name of the organization, address, and telephone number of the person responsible within the reference's organization.
- E. Rates by Partner, Supervisory and Staff: The cost proposal shall include detailed information regarding the staffing level and the hourly rate of each.
- F. Rates by Equipment: The cost proposal shall include detailed information regarding the cost of equipment by type on an hourly basis.
- G. Additional Services: If it should become necessary to request additional services, such additional services shall be performed at the hourly rates for key personnel listed in the response to this proposal. The proposal shall identify any subcontracting firms to be used to for this service.
- H. Insurance Requirements: During the entire term of its engagement, the Operator agrees to indemnify, defend and hold harmless the Service Area and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from the Contractor's acts, errors or omissions and for any costs or expenses incurred by the Service Area on account of any claim therefore, except where such indemnification is prohibited by law. The Firm also shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:
1. Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of Utah.
 2. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) and \$3,000,000 in the aggregate.
- I. Proof of Coverage: The Operator shall furnish certificates of insurance to the Service Area evidencing the insurance coverage prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty- (30) day written notice to the Service Area. The Operator shall maintain such insurance from the time the Operator commences performance of services hereunder until the completion of such services.
- J. Budget: As part of the agreement SA#3, maximum costs incurred in one operating season will not exceed \$200,000.00. All proposals must include proposed costs to complete the tasks described in the project scope. Costs should be stated as 1) one time or non-recurring costs per month or 2) time and material recurring costs. Pricing should be listed for each individual piece of equipment, including operator
- K. Proprietary Information: All responses and materials submitted become property of the Service Area and are subject to the Utah Public Records Act, provided that proposers must mark any proprietary information contained in their proposals that are not to be disclosed to the public or used for purposes other than the evaluation of

Summit County Service Area #3

Snow Removal RFP

the proposals. A dedication must accompany the proposal stating the reasons the information should not be disclosed. Any proposal that is marked confidential in its entirety will be questioned. Pricing and service elements of the successful proposal will not be considered proprietary. All materials will also become the property of the Service Area and may only be returned at the Service Area's discretion.

IX. EVALUATION

A. Evaluation Criteria: An evaluation and selection committee will consider all responsive proposals and rank the proposals pursuant to the criteria listed below. The committee will notify responders whose proposals are eliminated during the process in writing. Proposals will be evaluated in accordance with the Utah Procurement Code and pursuant to the following:

B. Evaluation Process:

1. The evaluation committee will review all proposals that the Service Area timely receives and will eliminate all proposals that are not responsive or do not otherwise comply with the requirements of this RFP.

2. A 100 point scale is used to evaluate the three (3) main parts of the proposal response. Typically, the percentage allotment is:

- i. Technical 50% - 50 points
- ii. Experience 30% - 30 points
- iii. Cost 20% - 20 points

3. The evaluation committee will evaluate and score any proposals that it does not eliminate in accordance with the criteria listed above.

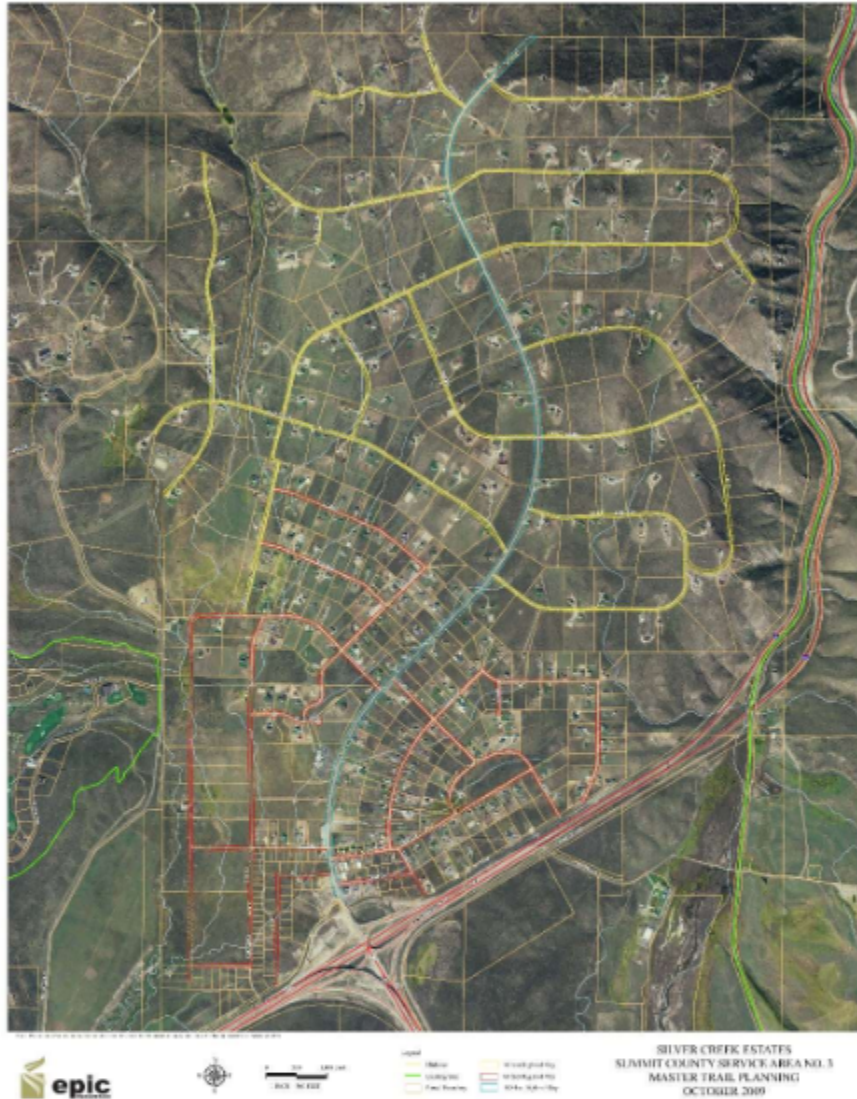
4. If necessary, the evaluation committee will conduct discussions with responders in person or by telephone and may adjust the scores awarded under phase 2, if justified. If the evaluation committee determines, in its sole discretion, that discussions are unnecessary, it may accept proposals without discussions.

5. The evaluation committee will select the highest scoring proposal, provided, however, that the Service Area reserves the right in accordance with the Utah Procurement Code to award the contract to a responder that scored lower than the highest scoring responder, if based on cost-benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value to the Service Area.

C. Contract: Pending successful negotiations, the Service Area will award a contract to the responder whose proposal is the most advantageous to the Service Area in accordance with the Utah Procurement Code.

X. PROPOSAL CONDITIONS

Responses to this Request for Proposal must be submitted in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number and "RFP for Snow Removal Services." The Service Area realizes that conditions other than price are important and will, therefore, award this agreement based on the proposal that best meets the needs of the Service Area. The Service Area may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal. The final authority to award an agreement as a result of this RFP rests solely with the General Manager of the Summit County Service Area #3.

Summit County Service Area #3**Snow Removal RFP****EXHIBIT A****MAP OF SUMMIT COUNTY SERVICE AREA #3**

Summit County Service Area #3

STAFF REPORT 2025 - 06

From: Chris Bullock

Date: June 13, 2025

Type of Item: Roto Mill RFP 2025

Process: Work: Review and approval

Requested Trustee Action:

Review submitted bids and approval for contract

Introduction:

The Rotomill RFP was issued to get competitive pricing for laying down, spreading and compacting the Rotomill Tailing from UDOT. The RFP was prepared by the Road Engineer. Final Square Footage will vary based on availability of materials from UDOT. There were 3 contractors that responded.

Background:

June 2nd, 2025- three contractors submitted bids for the Rotomill RFP.

After review-

Contractor A

- Compact Millings- Highest SF rate
- Mobilization- Highest Rate
- Spread Millings- Highest SF Rate
- Traffic Control- Lowest Rate
- Value to SA#3- low

Contractor B

- Compact Millings- 2nd lowest SF rate
- Mobilization- lowest Rate
- Spread Millings- 2nd lowest SF Rate
- Traffic Control- 2nd lowest Rate
- Value to SA#3- low

Contractor C

- Compact Millings- Lowest SF rate
- Mobilization- 2nd lowest Rate
- Spread Millings- Lowest SF Rate
- Traffic Control- Lowest Rate
- Value to SA#3- Best

Alternate Bid Item-

Haul Millings (bid to get cost to haul if needed)- Contractor B was lowest, Contractor C was 2nd lowest

Recommendation:

Recommend selection of Contractor C for award Rotomill 2025I RFP. Contract details to be finalized with legal counsel.

List of Appendices:

A1-Rotomill RFP 2025

REQUEST FOR PROPOSAL

Summit County Service Area #3

Rotomillings Surfacing Project - Summer 2025



SUMMIT COUNTY SERVICE AREA #3

629 E. Parkway Drive, Suite 1

Park City, UT 84098

(435) 500-6226

Email: permit@summitcosa3ut.gov

Posted: May 14, 2025

Due: Tuesday, June 3, 2025 at 4:00pm

June 13, 2025

METHODS Consulting, Inc
ATTENTION: Gary Horton
35 East Loafer Drive
Woodland Hills, UT 84653

Re: Continuation of Consulting Services Contract Beyond the Statutory Five-Year
Period Requirement

Dear Gary,

As you know, the Service Area engaged METHODS Consulting, Inc. (formerly named WCEC Engineers) ("**Contractor**"), on June 1, 2020. The Service Area's Board of Trustees ("**Board**") has reviewed your contract and determined to restate and continue its agreement with you for an indefinite term.

The Board makes this decision pursuant to Article IV(A)(1) of the Service Area's Purchasing Policy, which states that the Service Area's procurement officer, the General Manager, may enter into a contract "for a period in excess of five years . . . based upon a written determination by the Procurement Officer" that (a) a "longer period is customary for industry standards" and (b) a "longer period is in the best interest of the District."¹ Given the fact that Gary Horton, your Executive Vice President: (1) worked previously as a staff member of Summit County, which owns the roads and public ROWs the Service Area operates and manages, and currently works as a contractor for Summit County, meaning that he is familiar with the requirements by which Service Area must manage the roads; (2) works as a contractor for UDOT and is familiar with the state requirements that Service Area must follow to the extent applicable; (3) is familiar with Service Area's roads and ROWs and their conditions, having served as its road engineer since 2020; and (4) is a resident of SCSA3, Service Area believes that a multiyear contract in excess of five years promotes the Service Area's best interest by maximizing the stability of the services provided by Contractor. Considering your knowledge and familiarity with the Service Area's roadways, rights of way, operations, and procedures, the Board finds that it is in the Service Area's best interest to restate and continue its contract with you.

¹ Purchasing Policy and Procedures, Article IV(A)(1)(b) and (c); *see also* Utah Code Ann. § 63G-6a-1204(7)(a) and (b) ("A multiyear contract . . . may not exceed a period of five years, unless: (a) the procurement official determines, in writing, that: (i) a longer period is necessary in order to obtain the procurement item; (ii) a longer period is customary for industry standards; or (iii) a longer period is in the best interest of the procurement unit; and (b) the written determination described in Subsection (7)(a) is included in the file relating to the procurement.").

Pursuant to its customary practice, the Service Area's Board of Trustees provided public notice of this renewed procurement of your consulting services and approved this letter at its regular meeting on June 17, 2025.

Thank you for your continued service to the Service Area.

Sincerely,

Summit County Service Area #3

Scott Witkin, Chair

Cc: Service Area Board of Trustees

AMENDED AND RESTATED CONSULTING ROAD ENGINEER CONTRACT

This amended and restated consulting road engineer contract (“**Contract**”) is entered into by and between Summit County Service Area No. 3, a local district organized under the laws of the State of Utah (“**Service Area**”), and METHODS Consulting, Inc. (“**Contractor**”), a Utah corporation. The terms “**Party**” or “**Parties**” mean the Service Area and/or the Contractor as the context may require.

RECITALS

- A. WHEREAS, the Service Area issued a request for proposals (the “**RFP**”) on January 13, 2020, soliciting proposals for qualified road engineers.
- B. WHEREAS, Contractor submitted the winning bid in response to the RFP.
- C. WHEREAS, the Parties entered into that certain Consulting Road Engineer Contract, dated June 1, 2020 (the “**Original Agreement**”).
- D. WHEREAS, under the Original Agreement, Contractor was named WCEC Engineers.
- E. WHEREAS, Contractor has since changed its name to METHODS Consulting, Inc.
- F. WHEREAS, for the sake of clarity, and to add provisions related to the Parties’ changing needs, the Parties wish to amend and restate the Original Agreement in its entirety.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Service Area and Contractor agree as follows:

- 1. Scope of Work to Be Performed.** The scope of work (the “**Work**”) is set forth in Section IV of the **RFP**, which is attached as **Exhibit 1**. Contractor will perform the Work in accordance with the RFP and in consultation with, and under the direction of the Service Area and its designated representatives, including but not limited to the Service Area’s general manager and roads manager.
- 2. Term of Contract.** The Parties agree that the term of this Contract began upon execution of the Original Agreement and will continue as indefinite until terminated pursuant to Utah Code Ann. §63G-6a-1204(7) and Section IVA(3) of the Service Area’s procurement policy. This period will constitute the “**Term**” of the Contract. The Parties agree that any terms contained in this restated Contract which differ from the terms in the Original Agreement shall be effective as of the date of execution of this Contract and shall continue for the duration of the Term.

3. Fees and Invoices.

- A. Contractor shall invoice the Service Area monthly for costs incurred for services.
- B. Each invoice shall be itemized and include details of the work accomplished, the staff and associated cost and charges for each project. All invoices are to be submitted to the Service Area within thirty (30) days after the end of the month.
 - i. The Service Area will pay Contractor pursuant to the fee schedule attached as **Exhibit 2**. The Service Area will tender payment to Contractor within forty-five (45) days after receiving a complete, written invoice from Contractor that complies with Paragraph 3(B), provided, however, that if the Service Area questions or disputes a service or charge, the Service Area will notify Contractor of the question or dispute in writing or email within fifteen (15) days of the date of the invoice and will not be obligated to pay said fees until the question or dispute has been resolved pursuant to the dispute resolution provisions of this Contract.
 - ii. Provided further, that the Service Area will not be obligated to pay: (i) any invoice provided over forty-five (45) days after the end of the month in which Contractor performs the services detailed in the invoice; or (ii) invoices that do not include the information included in Paragraph 3(B) and have not been cured in a timely manner.

4. Right of Termination. The Service Area may terminate this Contract for any reason, in its sole discretion, by providing ten (10) days' notice to Contractor in writing.

5. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the Service Area and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, liability, and/or for any associated costs or expenses incurred by the Service Area that may arise from the negligent act(s), error(s), or omission(s) of the Contractor or its employees and agents in performing the Work.

6. Insurance.

- A. During the Term, the Contractor will maintain in full force and effect:
 - i. Public liability insurance covering: (A) property damage in the amount of one hundred thousand dollars (\$100,000.00); (B) damage to persons in the minimum amount of one million dollars (\$1,000,000.00) in the event of death or injury to one individual; and (C) the minimum amount of three million dollars (\$3,000,000.00) in the event of death or injury to more than one individual; and
 - ii. A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements

of the Labor Code of the State of Utah.

- B. Contractor will include the Service Area, its officers, agents, and employees as additional insured on any applicable insurance policies issued for the Work, or will furnish an additional insured endorsement naming the same as additional insured to Contractor's existing public liability and property damage insurance.
- C. All insurance policies will remain materially unchanged for the duration of this Contract.
- D. Contractor will furnish certificates of insurance to the Service Area evidencing the insurance coverage prior to the commencement of performance the Work, which certificates will provide that such insurance shall not be terminated or expire without thirty (30) day written notice to the Service Area.

7. Contractor's General Warranties. Contractor represents, warrants, and agrees as follows:

- A. Contractor will perform the Work in conformity with all applicable governmental and legal requirements and generally accepted standards.
- B. Contractor is properly licensed, bonded, and insured.
- C. Contractor is in good standing and will remain in good standing with any applicable regulatory bodies during the Term.

8. Independent Contractor.

- A. Contractor agrees it is an independent contractor.
- B. Contractor will provide proof of its business license to the Service Area upon written request from the Service Area.
- C. Except as specifically provided otherwise, the Contractor will provide and pay for all materials, labor, tools, fuel, and other items necessary to complete the Work.
- D. Contractor will pay all costs and expenses related to its employment of individuals to perform the Work under this Contract, including but not limited to any necessary withholdings, retirement contributions, workers compensation insurance, unemployment taxes, wages, and state and federal income tax withholdings.

9. Entire Agreement. This Contract: (i) supersedes any other agreements, whether written or oral, that may have been made or entered into by the Parties (or by any director, officer, or representative of such Parties) relating to the matter contemplated hereby; and (ii) constitutes the entire agreement by and between the Parties, and there are no representations, warranties, covenants, agreements, or commitments except as expressly set forth herein.

10. Amendments. This Contract may be amended only by a written agreement properly executed by the Parties. No verbal instructions, understandings, etc., nor letters, emails, or other documents signed by one of the parties will operate as an amendment to this Contract.

11. Time is of the Essence. Time is of the essence in this Contract.

12. Assignment. Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Service Area. Provided, however, that if the Contract is assigned by the Service Area or by Contractor with the Service Area's consent, the Contract will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

13. Titles/Headings. The headings in the Contract for the convenience of the Parties only and are not to be considered when interpreting this Contract.

14. Governing Law and Venue. This Contract will be governed and construed in accordance with the laws of the State of Utah. Further, the Parties agree that the courts in and for the State of Utah will have exclusive jurisdiction over all claims relating to or arising out of this Contract, or the breach thereof, whether sounding in contract, tort, or otherwise, and that any action resulting from this Contract will be brought in Summit County, Utah, subject to the dispute resolution provisions herein.

15. Force Majeure. Performance under this Contract will be excused during any event of force majeure, which means any cause beyond the reasonable control of the affected Party which, despite the exercise of due diligence, such Party is unable to prevent or overcome, including without limitation an act of God causing material interference with the performance of the Contract.

16. Compliance with Laws. Where the performance of any act required under this Contract would conflict with or be in violation of any statute, regulation, ordinance, judicial or administrative order, or any other legal requirement, non-performance will not constitute a breach of this Contract.

17. Severability. If any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

18. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

19. Counterparts. This Contract may be executed in counterparts, and when each party has signed and delivered one such counterpart, each counterpart will be deemed an original, and when taken together with the other signed counterparts, will constitute one Contract. Copies of facsimiles of signatures to this Contract have the same effect as if the signatures were placed on

the originals and will be deemed to be fully executed by each signatory.

20. Notices. All demands and notices and invoices required to be given hereunder will be considered served on the date when sent to the below email addresses, personally delivered, or deposited in any mail facility maintained by the United States Post Office, postage prepaid, addressed as follows:

To Contractor:

METHODS Consulting, Inc
ATTENTION: Gary Horton
35 East Loafer Drive,
Woodland Hills, UT 84653
(801) 456-3847
ghorton@wcecengineers.com

To Service Area:

SUMMIT COUNTY SERVICE AREA #3
c/o General Manager
629 E. Parkway Drive,
Park City, UT 84098
(435) 649-7949
gm@scsa3.org

21. Incorporation of Exhibits. All exhibits are incorporated and made a part of this Contract as if set forth fully herein.

22. Incorporation of Recitals. The recitals to this Contract are incorporated as part of this Contract.

23. Noncompliance. In the event of a default or breach of any of the terms of this Contract by the Parties, the non-defaulting Party will provide the defaulting Party with written notice of the default and will provide the non-defaulting Party with thirty (30) days from the date of the notice to remedy the default or such time as is reasonably required to remedy the default. If the defaulting Party fails to remedy the default, the non-defaulting Party may exercise any right or remedy that it may have at law or equity, subject to the dispute resolution provisions provided in this Contract.

24. Dispute Resolution. If a dispute between the Parties related to this Contract arises, the Parties will submit the matter to formal mediation before any judicial action may be initiated thereon, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. The Parties will endeavor to reasonably agree upon a mediator and will mediate the dispute in good faith. Each Party will be responsible for their own costs and will split the cost of the mediator between them by dividing the total costs of the mediator by the number of Parties involved. In the event the parties do not agree upon a mediator, each party will name a mediator and such two mediators will name a third mediator. The parties will be bound to mediate the dispute with the third mediator.

25. Legal Expenses. If either Party brings a legal action to enforce or interpret any term of this Contract, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

26. Authority. Each of the Parties represents and warrants that it possesses the authority necessary to enter into this Contract and that this Contract has been duly authorized, executed,

and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

27. Legal Review. The Parties represent and agree that they had full opportunity to review this Contract and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter will not be applied to this Contract.

28. Necessary Acts of Cooperation. The Parties agree to do any act or thing necessary to execute any and all documents or instruments required by this Contract and which are necessary and proper to make effective the provisions of and transaction contemplated by this Contract. Provided, however, that neither Party will act, or purport to act, on behalf of the other without the express written consent of the other Party.

29. Government Immunity. Nothing contained in this Agreement constitutes a waiver of the Service Area's sovereign immunity under any applicable state law, including the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7, as amended.

IN WITNESS WHEREOF, the Parties have executed this Contract as follows:

DATED this ____ of _____, 2025.

SUMMIT COUNTY SERVICE AREA #3

a Utah local district

Scott Witkin, Chair

Attest:

Karri Taix, Clerk

DATED this ____ of _____, 2025.

METHODS Consulting, Inc.

a Utah corporation

Gary Horton, Executive Vice President

EXHIBIT 1

Request for Qualifications

REQUEST FOR PROPOSAL

Summit County Service Area #3 Request for Qualifications



SUMMIT COUNTY SERVICE AREA #3

629 E. Parkway Drive, Suite 1

Park City, UT 84098

(435) 649-7949

www.scsa3.org

January 13, 2020

**Summit County Service Area #3
Request for Qualifications**

I. PURPOSE

Summit County Service Area #3 ("Service Area") is soliciting Statements of Qualifications from qualified Road Engineers interested in engineering and evaluating road projects within the Service Area's boundaries, commonly known as Silver Creek Estates. The Service Area contracted with Utah State University's Local Technical Assistance Program (LTAP) in 2016 to evaluate and create a pavement management system known as transportation asset management system (TAMS). Through TAMS, the Service Area identifies roads that need complete rehabilitation or maintenance. The Service Area is seeking the counsel of a professional engineering services to assist in the engineering and design of existing roads to maximize the useful life of selected roads.

The purpose of this Request for Proposal (RFP) is:

1. to solicit proposals from various candidate vendors;
2. conduct a fair and extensive evaluation based upon criteria listed herein; and
3. select a candidate who best meets the criteria and will provide a consistent quality service.

The Service Area has an agreement with the Summit County to manage the roads and right of ways within Silver Creek Estates and works within the specifications and requirements of Summit County to maintain the roads.

The right to reject any and all statements or to accept any statement that is deemed to be more advantageous to the public and Service Area is reserved. The statements will be evaluated by the Service Area selection committee and Respondents may be invited to be interviewed. The cost to prepare the Statement of Qualifications is the responsibility of the submitting Engineering firm.

II. DESCRIPTION OF ORGANIZATION

The Board of Trustees of Summit County Service Area #3 (Service Area) was established on September 8, 1964 (Resolution No. 57) by the Summit County Commission. The Board, which is elected and consists of seven residents, governs the Service Area in accordance with the provisions of Title 17B, Utah Code, including the power to levy a property tax under Title 17B of the Utah Code, subject, however, to certain exceptions set forth within the Service Area.

**Summit County Service Area #3
Request for Qualifications**

III. MINIMUM QUALIFICATIONS

The Service Area is seeking a professional road engineer that has experience with wetland and hillside road construction. The Service Area has about 27 miles of roads, the majority of which are paved, but still have several miles of gravel roads.

- A. The Engineer and Sub-Consultants Engineers must be licensed to practice their profession in the State of Utah with their license in good and active status.
- B. The Respondent firm must have been incorporated for a minimum of five (5) years.
- C. Demonstrated experience in facilitating design, development and installation of similar projects. Provide examples of at least three samples of relevant work.
- D. Demonstrated experience in meeting project budgets.

IV. SPECIFIC SERVICES TO BE RENDERED – The Service Area has identified several key requirements that must be included in a cost of service:

- A. The scope of these services is to assist in the engineering of selected roads within Service Area #3 (All County Roads) from Exhibit A.
- B. Evaluate best practices for rehabilitation and construction of selected roads.
- C. Respondent shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this RFP including but not limited to, retirement contributions, workers compensation, unemployment taxes, wages, and state and federal income tax withholdings.
- D. Respondent shall invoice the Service Area monthly for costs incurred for services.
- E. Each invoice shall be itemized and include a detail of the work accomplished, the staff and associated cost and charges for each project. All invoices are to be submitted to the Service Area within thirty (30) days after the end of the month.
- F. Respondent shall have in force public liability insurance covering (1) property damage in the amount of one hundred thousand dollars (\$100,000), and (2) damage to persons in the minimum amount of one million dollars (\$1,000,000) in the event of death or injury to one individual, and the minimum amount of three million dollars (\$3,000,000) in the event of death or injury to more than one individual.
- G. Respondent shall include Summit County Service Area #3, its officers, agents, and employees, as additional insured on insurance policies issued for the work described in this RFP, or furnish an additional insured endorsement naming the same as additional insured to operator's existing public liability and property damage insurance.

**Summit County Service Area #3
Request for Qualifications**

V. GENERAL REQUIREMENTS - Firms submitting a proposal shall meet the following requirements:

The staff that the Operator intends to assign to this project should be of sufficient size and have the experience and background necessary to manage a project of this scope.

VI. QUESTIONS

Questions regarding the requested services or the contents of this RFP must be submitted in writing by 12:00 noon on February 21, 2020 and directed to the individual listed in the "VII. CORRESPONDENCE" section. All questions will be answered and copies of both the question and answer will be disseminated to all RFP recipients.

VII. CORRESPONDENCE

All correspondence, including proposals, is to be submitted to:

Marla Howard, General Manager
Summit County Service Area #3
629 E. Parkway Drive, Suite 1
Park City, UT 84098
(435) 649-7949
Email: gm@scsa3.org

The email address may be used to submit questions only. PROPOSALS WILL NOT BE ACCEPTED BY EMAIL OR FACSIMILE.

VIII. PROPOSAL TIMELINE

| | |
|---|-----------------------------|
| Release RFP: | January 28, 2020 |
| Deadline for Submission of Questions: | February 21, 2020, noon |
| Deadline for Proposals: | February 28, 2020, 5:00 pm. |
| Tentative Date for Notification of Award: | March 10, 2020 |

IX. FORMAT FOR PROPOSAL

Respondents are required to mail 3 (three) copies of their proposal to the address listed in section VII by the above deadline. Responses must be complete and presented in the format detailed below. Failure to meet any of these requirements may cause the response to be rejected. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if it is considered by the Service Area to be immaterial or inconsequential.

**Summit County Service Area #3
Request for Qualifications**

- A. Transmittal Letter: General introduction and brief statement that the proposer's understanding of the services to be performed; a positive commitment to perform the service within the time period specified; the name(s) of the person(s) authorized to represent the proposer, title, address, and telephone number.
- B. Firm Qualifications and Staff Experience: Describe your firm's in-house capabilities to perform the requested work.
- C. Similar Engagements with Other Government Entities: Provide a list of not less than three client references for which services similar to those outlined in this RFP have recently been provided. For each reference listed, provide the name of the organization, address, and telephone number of the responsible person within the reference's organization.
- D. Rates by Partner, Supervisory and Staff: The cost proposal shall include detailed information regarding the staffing level and the hourly rate of each.
- E. Rates by Staff: The cost proposal shall include detailed information regarding the cost of staff on an hourly basis.
- F. Additional Services: If it should become necessary to request additional services, such additional services shall be performed at the hourly rates for key personnel listed in the response to this proposal. The proposal shall identify any subcontracting firms to be used to for this service.
- G. Insurance Requirements: During the entire term of its engagement, the Respondent agrees to indemnify, defend and hold harmless the Service Area and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from the Contractor's acts, errors or omissions and for any costs or expenses incurred by the Service Area on account of any claim therefore, except where such indemnification is prohibited by law. The Firm also shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:
 - 1. Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of Utah.
 - 2. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) and \$3,000,000 in the aggregate.
- H. Proof of Coverage: The Operator shall furnish certificates of insurance to the

**Summit County Service Area #3
Request for Qualifications**

Service Area evidencing the insurance coverage prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty- (30) day written notice to the Service Area. The Operator shall maintain such insurance from the time the Operator commences performance of services hereunder until the completion of such services.

- I. Proprietary Information: All responses and materials submitted become property of the Service Area and are subject to the Utah Public Records Act, provided that proposers must mark any proprietary information contained in their proposals that are not to be disclosed to the public or used for purposes other than the evaluation of the proposals. A dedication must accompany the proposal stating the reasons the information should not be disclosed. Any proposal that is marked confidential in its entirety will be questioned. Pricing and service elements of the successful proposal **will not** be considered proprietary. All materials will also become the property of the Service Area and may only be returned at the Service Area's discretion.

X. EVALUATION

- A. Evaluation Criteria: An evaluation and selection committee will consider all responsive proposals and rank the proposals pursuant to the criteria listed below. The committee will notify responders whose proposals are eliminated during the process in writing. Proposals will be evaluated in accordance with the Utah Procurement Code and pursuant to the following:

B. Evaluation Process:

1. The evaluation committee will review all proposals that the Service Area timely receives and will eliminate all proposals that are not responsive or do not otherwise comply with the requirements of this RFP.
2. A 100 point scale is used to evaluate the three (3) main parts of the proposal response. Typically, the percentage allotment is:

| | | |
|----------------|-----|-----------|
| i. Technical | 50% | 50 points |
| ii. Experience | 30% | 30 points |
| iii. Cost | 20% | 20 points |
3. The evaluation committee will evaluate and score any proposals that it does not eliminate in accordance with the criteria listed above.
4. If necessary, the evaluation committee will conduct discussions with responders in person or by telephone and may adjust the scores awarded

**Summit County Service Area #3
Request for Qualifications**

under phase 2, if justified. If the evaluation committee determines, in its sole discretion, that discussions are unnecessary, it may accept proposals without discussions.

5. The evaluation committee will select the highest scoring proposal, provided, however, that the Service Area reserves the right in accordance with the Utah Procurement Code to award the contract to a responder that scored lower than the highest scoring responder, if based on cost-benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value to the Service Area.
- C. Contract: Pending successful negotiations, the Service Area will award a contract to the responder whose proposal is the most advantageous to the Service Area in accordance with the Utah Procurement Code to provide all serviced required in this RFQ. The Service Area may modify the terms of the agreement at any time prior to the execution.

XI. PROPOSAL CONDITIONS

Responses to this Request for Qualifications must be submitted in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number and "RFP for Snow Removal Services." The Service Area realizes that conditions other than price are important and will, therefore, award this agreement based on the proposal that best meets the needs of the Service Area. The Service Area may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal. The final authority to award an agreement as a result of this RFP rests solely with the General Manager of the Summit County Service Area #3.

EXHIBIT A
MAP OF SUMMIT COUNTY SERVICE AREA #3



SILVER CREEK ESTATES
SUMMIT COUNTY SERVICE AREA NO. 3
MASTER TRAIL PLANNING
OCTOBER 2009

EXHIBIT 2

Fee Schedule

| 2025 METHODS Consulting Billing Rate Table | |
|--|------------------|
| Hourly and Salary | |
| Role / Position | Bill Rate |
| Principal-in-Charge / Owner | \$210 - \$225 |
| Project Manager | \$185 - \$205 |
| Senior Engineer, PE or SE | \$160 - \$180 |
| Staff Engineer, PE or SE | \$140 - \$155 |
| Staff Engineer, EIT | \$120 - \$140 |
| Senior Designer / Senior Intern | \$100 - \$115 |
| Designer / Intern | \$75 - \$100 |
| Surveyor, PLS | \$145 - \$180 |
| Survey Crew (2 man) | \$160 - \$180 |
| Survey Crew (1 man) | \$95 - \$135 |
| Senior Public Involvement Specialist | \$130 - \$155 |
| Public Involvement Specialist | \$110 - \$130 |
| Junior Public Involvement Specialist | \$90 - \$110 |
| Senior Field Inspector | \$150 - \$175 |
| Field Inspector | \$105 - \$145 |
| Junior Field Inspector | \$75 - \$100 |
| GIS Support | \$105 - \$155 |
| Project Administration | \$75 - \$110 |
| Note: (1) Plan on a 3% increase per year for the cost of living and(2) Direct expenses will be billed at the cost of materials or supplies | |



**Summit County
Service Area #3**

629 E. Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6226 · permit@summitcosa3ut.gov

Section 6

Public Comments



**Summit County
Service Area #3**

629 E. Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6226 · permit@summitcosa3ut.gov

Section 7

Closed Session



**Summit County
Service Area #3**

629 E. Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6226 · permit@summitcosa3ut.gov

Section 8

Adjournment

Next scheduled meeting

August 19, 2025