



**SARATOGA  
SPRINGS**

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**REQUEST FOR PROPOSAL  
For City of Saratoga Springs Parks, Recreation, Trails,  
and Open Space Master Plan Update**

**Update and Combine:  
The 2020 Parks, Recreation, Trails, and Open Space Master Plan  
The 2026 update to the Trails section of the Plan  
The 2016 Bicycle and Pedestrian Master Plan**

The City of Saratoga Springs, Utah is seeking proposals from qualified consulting firms to update the 2020 Parks, Recreation, Trails and Open Space Master Plan, including a recent update to the trails portion that was adopted in March 2026. This effort will also include the replacement and integration of the 2017 Bicycle and Pedestrian Master Plan.

The updated Master Plan will guide the City's growth, investment, and policy decisions related to parks, recreation, trails, open space, and active transportation over the next five to ten years.

The following timetable has been established for this project:

Issue Date: September 23, 2026

Closing Date: November 15, 2026, 11:30 p.m.

Award Date: TBD

Start Date: TBD

Adoption Date: TBD

Proposals must be submitted electronically in PDF format via the Utah Public Procurement website:  
<https://utah.bonfirehub.com/projects>

Any communication regarding this RFP to any elected or appointed official of the City or any other City staff, unless said communication is required by the primary contact, shall result in the disqualification of the proposal.

**This Advertisement is issued by:**  
**OWNER: City of Saratoga Springs**  
By: Sarah Carroll  
Title: Planning Director  
[planning@saratogasprings-ut.gov](mailto:planning@saratogasprings-ut.gov)



**SARATOGA  
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**Request for Proposal (RFP)  
for  
City of Saratoga Springs Parks, Recreation, Trails, and Open Space  
Master Plan Update**

**Update and Combine:  
The 2020 Parks, Recreation, Trails, and Open Space Master Plan  
The 2026 update to the Trails section of the Plan  
The 2016 Bicycle and Pedestrian Master Plan**

Issued by:  
City of Saratoga Springs  
Planning Director, Sarah Carroll  
319 South Saratoga Road  
Saratoga Springs, UT 84045

Any communication regarding this RFP to any elected or appointed official of the City or any other City staff, unless said communication is required by the primary contact, shall result in the disqualification of the proposal.

|                |                               |
|----------------|-------------------------------|
| Issue Date:    | September 23, 2026            |
| Closing Date:  | November 15, 2026, 11:30 p.m. |
| Award Date:    | TBD                           |
| Start Date:    | TBD                           |
| Adoption Date: | TBD                           |

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## 1. Intent

The City of Saratoga Springs, Utah is seeking proposals from qualified consulting firms to update the 2020 Parks, Recreation, Trails and Open Space Master Plan, including a recent update to the trails portion that was adopted in March 2026. This effort will also include the replacement and integration of the 2017 Bicycle and Pedestrian Master Plan.

The updated Master Plan will guide the City's growth, investment, and policy decisions related to parks, recreation, trails, open space, and active transportation over the next five to ten years.

## 2. Background and Objectives

When the 2020 plan was adopted the City's population was estimated at approximately 39,000 and it was anticipated that the City would reach 73,000 by the year 2040. The City is fast-outpacing any previous predictions and as of September 2026, the population is 74,763 based on the City's GIS data. Due to the rapid growth, it is time for another update to help guide the City's goals.

The selected consultant will:

- Update and consolidate existing plans into one cohesive Master Plan
- Replace the 2016 Bicycle and Pedestrian Master Plan with a modern Active Transportation Plan
- Build upon and integrate the Trails Master Plan update that was adopted in March 2026
- Provide Level of Service standard recommendations in accordance with impact fee regulations and suggest best practices and locations for park programming and restroom at parks and trailheads
- Understand and apply current City concerns around cost of additional infrastructure
- Align with current and projected growth, demographics, and development patterns
- Enhance connectivity, accessibility, and equity across the system
- Incorporate robust public and stakeholder engagement
- Identify capital improvement priorities and funding strategies
- Deliver an adoption-ready document at least three weeks prior to the public hearing with the Planning Commission
- Propose a delivery and adoption schedule

## 3. Project Scope

The scope of work shall include, but is not limited to:

### A. Project Initiation & Existing Conditions

- Review of existing plans, policies, and data including impact fee documents
- Kickoff meeting with City staff
- Inventory and assessment of changes since the latest updates:
  - Parks and recreation facilities and programs (2020 Parks, Rec, Trails, OS Master Plan)
  - Parks and open space (2020 Parks, Rec, Trails, OS Master Plan)
  - Trails (updated March 2026)
  - Bicycle and pedestrian infrastructure (2017 Bike Ped Plan)
  - Identification of gaps, deficiencies, and opportunities

### B. Needs Assessment & Level of Service Analysis

- Population and growth projections based on current and accurate information
- Level of service (LOS) standards and best practices

- Recreation programming needs
  - Equity and accessibility analysis
- C. Active Transportation Plan (Replacement of 2017 Plan)
  - Bicycle and pedestrian network analysis
  - Safety and connectivity improvements
  - Complete streets and multimodal integration that integrates with the adopted Transportation Master Plan
  - Prioritized project list and phasing
- D. Public Engagement - A strong public engagement process is required, including:
  - Public open houses (minimum of 2)
  - Online surveys and interactive tools
    - Provide a separate cost breakdown for a general survey versus a statistically valid survey.
  - Stakeholder interviews
  - Focus groups (e.g. all age groups and recreation users such as youth, teens, seniors)
  - Engagement with underrepresented populations
- E. Stakeholder Work Sessions - The consultant shall facilitate structured work sessions with:
  - City Council
  - Planning Commission
  - Key staff departments
    - Combined meetings with Planning, Parks, Recreation, Civic Events, Engineering, Public Works, Economic Development, etc.
  - Community stakeholders
    - Residents

Minimum expectations:

  - 3–5 work sessions throughout the project
  - Presentation of key milestones and decision points
- F. Plan Development
  - Update the vision and goals
  - Provide system-wide recommendations on programming
  - Provide capital improvement plan (CIP) recommendations that are vetted by staff and structured to complement the cities adopted IFFP's
  - Include Implementation strategy
  - Include funding and partnership opportunities
  - Analyze and provide level of service standards for parks, recreation, trails, and open space that are consistent with the IFFP framework
- G. Draft & Final Plan
  - Administrative draft and legal review
  - Public review draft
  - Final plan (adoption-ready)
  - Graphics, maps, and supporting materials
- H. Adoption Support
  - Work sessions as needed
  - Presentation to Planning Commission
  - Presentation to City Council
  - Revisions as needed for adoption

#### Format of Final Deliverables

The consultant shall prepare a report of the Plan (and any applicable appendices) in a reproducible PDF format that meets federal accessibility guidelines. All documents and formats shall be delivered to the City for use in future in-house updates.

## **4. Proposal Requirements**

Qualified candidates will be experienced in land use, planning, economic development, landscape architecture, IFFP's and undertaking planning efforts in a collaborative manner that involves a diverse spectrum of stakeholders. Qualified candidates will not be completing an impact fee facilities plan but should be able to demonstrate understanding of impact fees and how they tie to the master plan.

Qualified candidates shall ensure this Master Plan meets current Utah Impact Fee laws and practices. City Planning Staff will plan to participate significantly in the public engagement process.

Proposals must include:

- A. Firm Qualifications
  - Name and overview of firm and project team, including any sub-consultants
  - Relevant experience with similar municipal plans
  - Experience in Utah or comparable communities preferred
  - Evidence of capability to commit staff and equipment successfully to the project
  - Primary contact information
- B. Project Approach
  - Understanding of project goals
  - Detailed scope and methodology
  - Public engagement strategy
  - Stakeholder coordination approach
- C. Project Schedule
  - Detailed timeline aligned with required milestones
- D. Project Team
  - Key personnel and roles
    - o Staff with impact fee experience
  - Subconsultants (if any)
- E. Cost Proposal
  - Itemized budget
  - Hourly rates
  - Not-to-exceed total cost
- F. References
  - Minimum of 3 relevant project references

#### Financial and Legal Information

The respondent shall list all bankruptcy filings within the last ten years, and all current pending litigation involving the firm. Failure to provide full information may result in the proposal being deemed non-responsive.

#### Insurance and Indemnification

Should the successful firm be invited to negotiate a contract for the work identified in this RFP, it shall have the capability of maintaining insurance and indemnification as follows to cover any claims incurred or arising as a result of the work.

Professional Liability, Automobile Liability, Worker’s Compensation, and any other applicable insurance category as determined by the City.

#### Pricing

The Consultant shall provide an all-inclusive, not-to-exceed fee for completion of all services described in this RFP. The proposed fee shall include all labor, materials, travel, meetings, reimbursable expenses, subconsultant costs, and other expenses necessary to fully complete the scope of work. No additional costs shall be incurred by the City beyond the proposed not-to-exceed fee without prior written authorization from the City. If there is an additional cost for a statistically valid survey, provide an alternate bid with and without that cost.

## **5. Proposed Timeline**

The selected Consultant will be expected to complete the project in accordance with an agreed-upon schedule. Proposers shall include a detailed proposed project schedule with their proposal identifying key tasks, milestones, deliverables, public engagement activities, and anticipated completion dates.

Questions or clarifications on this RFP shall be submitted via the Utah Public Procurement website no later than three business days prior to the closing date.

## **6. Submission Instructions and Deadline**

- Proposals must be submitted electronically in PDF format via the Utah Public Procurement website.
- Deadline: November 15, 2026, 11:30 p.m.

All proposals, upon submission, shall become City property. Submit one digital copy that includes all pages of your firm’s proposal and supplemental exhibits combined into one PDF document via the Public Procurement website. The City assumes no liability for submittals received after that time.

## **7. Evaluation of Submissions**

The City may schedule in-person or virtual with each firm to present their proposal prior to making a selection. Submissions shall be formatted in the order listed below.

Proposals will be evaluated based on the following criteria, with a maximum score of 100 points:

| <b>Evaluation Criteria</b>                | <b>Summary of Expectations</b>                                                                                                                                                                                                                                                                                                                                                                | <b>Max Points</b> |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>1. Experience &amp; Qualifications</b> | Relevant experience preparing park, recreation, trails, and open space master plans for municipalities of similar size and complexity. Qualifications of the project manager and key team members demonstrate expertise in developing similar master plans and public engagement. Include: <ul style="list-style-type: none"><li>• Company Information</li><li>• Company capability</li></ul> | 20                |

|                                                              |                                                                                                                                                                                                                                                                |    |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
|                                                              | <ul style="list-style-type: none"> <li>Financial and legal information, including statement regarding bankruptcy</li> <li>Insurance and Indemnification</li> </ul>                                                                                             |    |
| <b>2. Understanding of Project &amp; Quality of Approach</b> | Demonstrates a clear understanding of the City's goals, challenges, and scope of work. Provides a comprehensive, logical, and innovative methodology for developing the master plan, including data collection, analysis, recommendations, and implementation. | 20 |
| <b>3. Public Engagement Strategy</b>                         | Presents a robust and inclusive public involvement process that engages residents, stakeholders, elected officials, and staff through multiple outreach methods and demonstrates the ability to build community consensus.                                     | 20 |
| <b>4. Approach to Address Level of Service Standards</b>     | Provides a clear methodology for evaluating existing facilities, establishing or updating level of service standards and best practices, identifying deficiencies, and developing recommendations that support future growth and long-term planning.           | 20 |
| <b>5. Ability to Meet Schedule</b>                           | Demonstrates the capacity, staffing, and project management approach necessary to complete the project within the City's desired timeline, including realistic milestones and deliverables.                                                                    | 20 |
| <b>6. Quality of Past Work</b>                               | Previous master plans and related projects demonstrate high-quality analysis, clear graphics, actionable recommendations, and successful implementation by client communities. References indicate strong performance and responsiveness.                      | 20 |
| <b>7. Cost Effectiveness</b>                                 | Proposed fee is reasonable and provides good overall value considering the scope of work, level of effort, project team, and expected deliverables.                                                                                                            | 20 |

## 8. Award

The City of Saratoga Springs will either award an appointment in whole or in part or will announce that no appointment will be made. There is not explicit guarantee that the project will proceed. Saratoga Springs reserves the right to accept or reject any or all proposals.

## 9. Terms and Conditions of the RFP

Disclosure. Upon award of the contract, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, except those elements of each proposal that are identified by the Contractor as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a proposal that the Contractor desires not to be considered a public record must be clearly marked. Any blanket statement (i.e. regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the Utah Government Records Access Management Act ("GRAMA") or

otherwise by law (despite the Contractor's request for confidentiality), the Contractor shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Agreement for Awarded Contractor. The Contractor will enter into an Independent Contractor Agreement ("ICA") with the City based on the contents of the RFP and the Contractor's proposal.

Insurance. Before executing an Independent Contractor Agreement, the Contractor will be required to provide proof of the required insurance and endorsement to the County. Contractors are encouraged to contact their insurance carriers once Contractor reviews the ICA to ensure that the insurance requirements can be met if selected. Insurance requirements may vary based on the final agreed-upon scope of the project.

Failure to Agree. If the City and selected Contractor cannot agree on a satisfactory agreement, the City reserves the right to terminate negotiations. The City may then negotiate an agreement with another RFP applicant, or City may submit another request for proposals.

Right to Reject. The City reserves the right to reject any and all proposals. In addition, the City will not reimburse costs associated with the preparation or presentation of the proposals.

## **10. Forms**

See following pages

**FORM 5.1**  
**PROPOSER'S CERTIFICATION**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              |                                                                                  |            |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------|------------|--|
| Submit To: City of Saratoga Springs<br><br>319 South Saratoga Road<br>Saratoga Springs, UT 84045<br>(801) 766-9793                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              | CITY OF SARATOGA SPRINGS<br><br>REQUEST FOR QUALIFICATION (RFP)<br>CERTIFICATION |            |  |
| <b>DUE DATE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>TIME:</b> | <b>RFP#:</b>                                                                     |            |  |
| <b>TITLE:</b><br>City of Saratoga Springs Parks, Recreation, Trails, and Open Space Master Plan Update                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |              |                                                                                  |            |  |
| <b>VENDOR NAME:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              | <b>PHONE NUMBER:</b>                                                             |            |  |
| <b>VENDOR MAILING ADDRESS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |              | <b>FAX NUMBER:</b>                                                               |            |  |
| <b>CITY/STATE/ZIP:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |              | <b>E-MAIL ADDRESS:</b>                                                           |            |  |
| <p>“I, the undersigned, certify that I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified, including any addenda as noted below. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose.”</p>                                                                                                                                                                                                                                                                                  |              |                                                                                  |            |  |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | _____        | _____                                                                            | _____      |  |
| Addendum 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Addendum 2   | Addendum 3                                                                       | Addendum 4 |  |
| <p>“I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for CITY OF SARATOGA SPRINGS, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the City of Saratoga Springs all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the CITY. At the City of Saratoga Springs discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent.”</p> |              |                                                                                  |            |  |
| _____<br><b>Authorized Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              | _____<br><b>Date</b>                                                             |            |  |
| _____<br><b>Authorized Agent Name, Title (Print)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |                                                                                  |            |  |
| <i><b>This document must be completed and returned with your submittal.</b></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              |                                                                                  |            |  |

**FORM 5.2**

**QUALIFICATIONS FORM FOR CITY OF SARATOGA SPRINGS**



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Name of Firm Submitting Qualifications \_\_\_\_\_

Name of Person Submitting Qualifications \_\_\_\_\_

**PROPOSER ACKNOWLEDGMENT**

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and statement of terms and conditions hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the City of Saratoga Springs to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[ ☐ ] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document and the Statement of Terms and Conditions below must be completed and returned with your Submittal

**FORM 5.3**  
**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Company shall at all times indemnify, defend, and hold harmless the City of Saratoga Springs, and their respective officers, agents, servants and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injury (including death) sustained by or alleged to have been sustained by the servants, employees, or agents of the City of Saratoga Springs, or of the Company, or anyone directly or indirectly employed by them, from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the City) to the extent caused by the negligent, willful or wanton acts or omissions of the Company, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the agreement.

The Company shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Utah Statute \_\_\_\_\_.

The Company shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the City representative requesting the service.

By signature upon this form the Company stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

|                                       |               |
|---------------------------------------|---------------|
| _____<br>Company-Print Name Signature | _____<br>Date |
|---------------------------------------|---------------|

\_\_\_\_\_

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

**FORM 5.4**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

I HEREBY CERTIFY that

1. I (printed name) \_\_\_\_\_ am the (title) \_\_\_\_\_ and the duly authorized representative of the firm of (Firm Name) \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid qualification for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List): \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2005

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATIONS PACKAGE.

**FORM 5.5**  
**INSURANCE REQUIREMENTS**

It is imperative for the City of Saratoga Springs (“City”) to be adequately protected from loss due to the negligence of contractors, subcontractors, suppliers, providers, developers, vendors, etc. (“Insured Party”) who contract with the City, work on City property and premises, and utilize City property for their individual or business interests. To help achieve this goal, the City requires that the Insured Party carry certain levels of insurance that will protect, defend, and indemnify the City from losses arising out of their activities or from their products or services.

The following standards have been established to help provide direction and consistency for departments within the City when determining the insurance requirements of an Insured Party. Until the appropriate certificate of insurance verifying the required coverage is obtained and endorsements are provided, the City will not issue a license, permit, or approval, enter into a contract, or authorize work to be performed.

1. **MINIMUM LIMITS OF INSURANCE.** The Insured Party shall maintain limits no less than:

- a. **PROFESSIONAL LIABILITY**, including ERRORS and OMISSION: \$2,000,000 combined single limit per occurrence. Limits apply to this service or product individually.
- b. **GENERAL LIABILITY**: \$2,000,000 combined single limit per occurrence, personal injury and property damage. 2,000,000 aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better).
- c. **AUTOMOBILE LIABILITY**: \$1,000,000 combined single limit “per accident” for bodily injury and property damage. “Any Auto” coverage is required.
- d. **WORKERS’ COMPENSATION and EMPLOYERS LIABILITY**: Workers’ compensation statutory limits, as required by the Workers Compensation Act of the State of Utah, and Employers Liability limits, which currently are set at a minimum of \$100,000 for bodily injury by accident (each accident), \$500,000 for bodily injury by disease (policy limit), and \$100,000 for bodily injury by disease (each employee), but may be amended from time-to-time. No officer or owner of any business or organization subject to the Workers’ Compensation Act of the State of Utah may be excluded from this requirement.
- e. **VALUABLE PAPERS**: In an amount sufficient to insure the restoration of any plans, drawings, field notes, or other similar data related to the work.
- f. **PERFORMANCE, BID, PAYMENT, AND WARRANTY BONDS**:
  - i. **Performance Bonds**: No less than 100% of the contract price or estimated cost of improvements or, in the case of a Request for Proposals/Bids, as specified in the Request for Proposals/Bids.
  - ii. **Bid Bonds**: As specified in the Request for Proposals/Bids.
  - iii. **Payment Bonds**: No less than 100% of the estimated contract price the Insured Party will have with any subcontractors or, in the case of a Request for Proposals/Bids, as specified in the Request for Proposals/Bids.

iv. Warranty Bonds: No less than 10% of the total cost of the improvements and work performed by the Insured Party.

g. EMPLOYMENT PRACTICES LIABILITY: \$1,000,000 per occurrence, \$1,000,000 aggregate. Required for employers subject to the provisions of Title VII of the Civil Rights Act and the Utah Antidiscrimination Act.

2. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retention exceeding 5% of the limit of the policy must be declared to and approved by the City. At the option of the City, the insurer used by the Insured Party may be required to either: reduce or eliminate such deductibles or self-insured retention with respect to the City, its officers, officials, and employees; or the Insured Party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distributions, and defense expenses.
3. VERIFICATION OF COVERAGE. The Insured Party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required. The certificates and endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by the City before work commences and during the performance of the work at any time as requested by the City. All certificates of insurance shall list the City as the Certificate Holder. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.
4. NOTICE OF INCIDENT OR ACCIDENT. The Insured Party shall disclose to the City all incidents or occurrences of accident, injury, and property damage within 24 hours of occurrence.
5. OTHER INSURANCE PROVISIONS. The policies are to contain, or to be endorsed to contain, the following provisions:
  - a. Additional Insured. The City and its officers, officials, employees, and volunteers are to be covered as an additional insured with respect to liability arising out of activities performed by or on behalf of the Insured Party, products and completed or ongoing operations of the Insured Party, and premises owned, leased, hired, or borrowed by the Insured Party. The coverage shall contain no limitations on the scope of protection afforded to the City and its officers, officials, employees, or volunteers.
  - b. Primary Insurance. The Insured Party's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Insured Party's insurance and shall not reduce the Insured Party's obligations in this policy. Unacceptable clauses include but are not limited to "other insurance" clauses where the Insured Party's liability is reduced or apportioned in any way.
  - c. Waiver of Subrogation. If the Insured Party's insurer pays a claim, any rights their insured may have to recover all or part of the payment from someone else are transferred to the City's insurer. The insurer shall agree to waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for losses arising from work performed by the Insured Party for the City, and for any loss falling under general liability insurance coverage.
  - d. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
  - e. Care, Custody, or Control Exclusions. If an Insured Party's business requires the exercise of care, custody, or control over City property or public property within the limits of the City, and the Insured Party's general liability coverage includes a care, custody, or control exclusion, the Insured Party must also possess

supplementary insurance which covers the City or public property within the Insured Party's care, custody, or control.

- f. Failure to Comply. Any failure to comply with any reporting provision of the any policy shall not affect coverage provided to the City and its officers, officials, employees, or volunteers.
- g. Insurance to apply separately. The Insured Party's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- h. Property damage. All property damage liability insurance must include coverage for damages to premises rented. This provision may not be excluded by endorsement or omission from the commercial general liability coverage.
- i. Subcontractors. The Insured Party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6. **WAIVERS OF INSURANCE.** Waivers of insurance may be granted only under the following circumstances:

- a. A waiver of automobile insurance may be granted by the City if the Insured Party seeking a waiver certifies to the City that it does not intend to use an automobile or any other motorized vehicle in the course of its business or within the City limits.
- b. A waiver of workers' compensation insurance may be granted by the City if the Insured Party seeking a waiver certifies to the City that it is a sole proprietor or is an organization with no employees. All such waivers are conditioned on compliance with the requirements to obtain a workers' compensation waiver found in the Workers' Compensation Act.
- c. A waiver of employer practices liability may be granted for an Insured Party if neither the Insured Party nor any of its employees, contractors, or subcontractors will interact or come into contact with City employees, officers, officials, or volunteers or members of the public.

7. **CONDITIONS THAT MAY NOT BE ACCEPTED.** The City may reject the contract based on the following conditions:

- a. Claims-Made Policies. With the exception of policies for professional liability, including errors and omissions, environmental liability, and employment liability, claims-made policies will not be accepted by the City as adequate insurance coverage.
- b. Evaluation of Loss History. The City reserves the right to adjust all liability limits based on a pre-contract evaluation of an Insured Party's loss history. The City shall give fair notice of any adjustment of liability limits. In order to properly and fairly evaluate the risk of loss, the City shall require that all contract and permit applicants submit detailed plans for the contract or permit applied for, as well as a loss history conducted by a credible third party.
- c. Acceptability of Insurers. Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the City.

8. **SELF-INSURANCE.** Self-insurance may be utilized to meet the City's insurance requirements, under certain circumstances. Self-insurance by the State of Utah and its departments and by the Federal government and its

branches is acceptable. Self-insurance by certain other public entities may be acceptable as approved by the City. Any self-insurance program or self-insured retention must be approved separately in writing by the City and shall protect the City and its officers, officials, employees, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained any self-insurance or self-insured retention provisions.

9. OTHER LAWS. All contracting parties shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to their operations and required insurance. Failure to do so shall result in the Insured Party holding the City harmless from any liability arising out of or in connection with said violations. This shall include any attorney's fees and costs incurred by the City in connection with a violation of any federal, state, county, or municipal law, ordinance, or regulation by an Insured Party.
10. SPECIAL COVERAGES. The City may require special coverages in addition to the coverages listed in this policy for certain types of contractors, providers of certain services, or the issuance of certain permits. The limits for special coverages shall be determined through consideration of the hazardousness of the work or project, the proximity of the project to the public, and the duration of the work or project. Special coverage(s), if required, may not be excluded from the Insured Party's policy by endorsement. Special coverages which the City may require include:
  - a. Abuse and molestation coverage;
  - b. Advertising injury coverage;
  - c. Aircraft liability coverage;
  - d. Asbestos abatement liability coverage;
  - e. Boiler and machinery liability coverage;
  - f. Builder's risk coverage;
  - g. Course of construction coverage;
  - h. Environmental coverage;
  - i. Excess liability coverage;
  - j. Explosion, collapse, underground (XCU) coverage;
  - k. Garagekeeper's coverage;
  - l. Liquor liability coverage;
  - m. Medical malpractice coverage;
  - n. On-hook liability coverage;
  - o. Participant coverage;
  - p. Pollution liability coverage;
  - q. Railroad protective liability coverage; and/or
  - r. Watercraft liability coverage.