



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 23, 2018**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Tuesday, October 23, 2018.

CLOSED SESSION - 4:15 p.m.

To Discuss Property, Personnel, and Litigation

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

IV. CONSENT AGENDA

1. Request to Approve Resolution 26-2018, a Resolution Declaring November 1, 2018 as "Extra Mile Day" in Park City, Utah
[Extra Mile Day Staff Report](#)
[Extra Mile Day Resolution](#)
2. Request to Authorize the City Manager to Sign a Professional Services Agreement with CivicPlus for Recreation Management Software and Implementation Services that Shall Not Exceed \$52,500.00 in a Form Approved by the City Attorney's Office
[Recreation Software Staff Report](#)
[Recreation Software RFP 2018](#)
[Scope of Services](#)
[Civic Plus Professional Services Agreement](#)
3. Request to Approve and Ratify the City Manager's Execution of an Emergency Construction Agreement with Beck Construction & Excavation, Inc. for the Replacement of Two - 8 Inch Water Mains and Associated Pipe Appurtenances, in an Amount Not to Exceed \$215,545.00
[Construction Agreement Staff Report](#)
[Exhibit A: Signed Construction Agreement](#)

V. NEW BUSINESS

1. Consideration to Approve Resolution 27-2018, a Resolution Proclaiming November, 2018, as "Park City Diabetes Awareness Month"
(A) Public Input (B) Action
[Diabetes Staff Report](#)
[Diabetes Awareness Month Resolution](#)
2. Consideration to Approve Ordinance No. 2018-53, an Ordinance approving the 1406 Park Avenue Plat Amendment, located at 1406 Park Avenue, Park City, Utah
(A) Public Hearing (B) Action
[1406 Park Avenue Plat Staff Report and Ordinance Exhibits](#)
3. Consideration to Approve Ordinance No. 2018-54, an Ordinance Approving the Moon Shadow Condominiums Plat, Located on Lot 1 of the Village at Empire Pass North Subdivision, Park City, Utah
(A) Public Hearing (B) Action
[Moon Shadow Condo Staff Report, Ordinance and Exhibits](#)
4. Request to Authorize the City Manager to Execute a Contract with Proterra, Inc., for a Total Amount of \$5,066,089.00 in a Form Approved by the City Attorney, for the Purchase of Seven (7) 35-Foot Battery-Electric Low Floor Buses, and Seven (7) Power Control System Depot Chargers, Through the Federal Transit Administration (FTA) 5339c "Low-No Emission" Grant Program in Partnership with the Utah Department of Transportation (UDOT) in an Amount Not to Exceed \$1,063,879 of Local Matched Funds
(A) Public Input (B) Action
[2018 Proterra Electric Bus Purchase Staff Report](#)
[2017 Proterra Letter of Support](#)
[Bus Services Agreement](#)
5. Consideration to Authorize the City Manager to Execute a Contract with Hidden Peak Electric Company, LLC. a General Contractor, in an Amount Not to Exceed \$260,000 in a Form Approved by the City Attorney, for the Construction Work Associated with a Phase of the Electric Depot Charger Installation Project
(A) Public Input (B) Action
[Depot Charger Installation Staff Report](#)
[Bid Document Packet](#)
6. Consideration to Approve Triple Crown Sports (TCS) Date Change Request for 2019 and Resolving a Calendar Conflict between Triple Crown and Additional Events for 2020, in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Triple Crown Date Change Request and Event Conflict Resolution Staff Report](#)
[Exhibit A: 2017 Triple Crown Agreement with Redlines](#)
[Exhibit B: Triple Crown Sports Contract 2018-2022](#)
[Exhibit C: Transportation Study - Event Weekends with Lodging RevPAR and Calendar](#)

7. Consideration to Issue a Request(s) for Proposals for Food Trucks on the Following Public Property: Adjacent to the Silver King Coffee shop and Bob Wells Plaza; and to Pre-Qualify Vendors for City Facilities Including the City Park, MARC, and Ice Rink
(A) Public Input
[Food Trucks Staff Report](#)
[Exhibit A: Use of Food Trucks on City Facilities](#)
[Exhibit B: Draft Food Truck RFP Selection Criteria](#)
8. Consideration to Approve Ordinance 2018-55, an Ordinance Regulating Food Truck Locations and Amending the Municipal Code Title 4 Licensing and the Land Management Code of Park City, Utah, Amending 15-2.5-2 Uses in Historic Recreation Commercial (HRC) District; 15-2.6-2 Uses in Historic Commercial Business (HCB) District; 15-2.7-2 Uses in Recreation and Open Space (ROS) District; 15-2.13-2 Uses in Residential Development (RD) District; 15-2.14-2 Uses in Residential Development-Medium Density (RDM) District; 15-2.16-2 Uses in Recreation Commercial (RC) District; 15-2.17-2 Uses in Regional Commercial Overlay (RCO) District; 15-2.18-2 Uses in General Commercial (GC) District; 15-2.19-2 Uses in Light Industrial (LI) District; 15-2.22-2 Uses in Public Use Transition (PUT) District; 15-2.23-2 Uses in Community Transition (CT) District; and 15-15 Defined Terms
(A) Public Hearing (B) Action
[Food Truck LMC Amendment Staff Report](#)
[Food Truck Locations Ordinance and Code Amendments](#)

VI. ADJOURNMENT

VII. PARK CITY WATER SERVICE DISTRICT MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Authorize the City Manager to Execute an Amendment Which Would Extend to October 31, 2019 the Terms of the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation as Currently Amended
(A) Public Hearing (B) Action
[Spiro Tunnel - Salt Lake City Water Agreement Staff Report](#)
[Exhibit B: 2017 Water Agreement](#)

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve Resolution 26-2018, a Resolution Declaring November 1, 2018 as "Extra Mile Day" in Park City, Utah

Suggested Action:

Attachments:

[Extra Mile Day Staff Report](#)

[Extra Mile Day Resolution](#)

City Council Staff Report



Subject: Resolution – Extra Mile Day
Author: Michelle Kellogg
Department: Executive
Date: October 23, 2017
Type of Item: Administrative

Summary Recommendation

Approve the Resolution proclaiming November 1, 2018 as Extra Mile Day in Park City.

Executive Summary

Extra Mile America is an organization made up of 100% volunteers that are committed to reminding individuals and organizations that creating positive change is not just a water cooler topic; it is being active in going the extra mile. This organization casts a bright light on the “*Extra Mile Heroes*” and change-makers who surround us and who continue to give their best. Extra Mile cities can be found at www.ExtraMileAmerica.org.

The Opportunity

To approve a resolution that supports individuals and organizations who are dedicated to “going the extra mile” in volunteerism and service.

Background

- The idea for Extra Mile Day started in 2009 when Shawn Anderson created the Extra Mile America Tour, a cross country bicycle tour and inspirational outreach event.
- Extra Mile Day has grown from 23 participating cities in its inaugural year to 550+ cities this year.
- Park City has been an “Extra Mile City” for the last six years.

Alternatives for City Council to Consider

1. Recommended Alternative: Approve the resolution

Pros

- a. Individuals and organizations in the Park City community who “go the extra mile” will feel the appreciation and support of City Council.

2. Null Alternative: Do not approve the Resolution

Cons

- a. Park City will not be numbered with the cities that support Extra Mile Day.

Department Review

Executive, Legal

Funding Source

There is no membership fee or other commitments associated with this resolution.



Resolution No: 26-2018

RESOLUTION DECLARING NOVEMBER 1, 2018 AS "EXTRA MILE DAY" IN PARK CITY, UTAH

WHEREAS, Park City, Utah is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Park City, Utah is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Park City, Utah is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Park City, Utah acknowledges the mission of Extra Mile America to create 575 Extra Mile cities in America and is proud to support **"Extra Mile Day" on November 1, 2018.**

NOW THEREFORE, the Mayor and City Council of Park City, Utah do hereby proclaim November 1, 2018 to be Extra Mile Day. We urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

PASSED AND ADOPTED this 23th day of October, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Jessica Moran

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Sign a Professional Services Agreement with CivicPlus for Recreation Management Software and Implementation Services that Shall Not Exceed \$52,500.00 in a Form Approved by the City Attorney's Office

Suggested Action:

Attachments:

[Recreation Software Staff Report](#)

[Recreation Software RFP 2018](#)

[Scope of Services](#)

[Civic Plus Professional Services Agreement](#)

City Council Staff Report

Subject: Recreation Management Software
Author: Jessica Moran
Department: Recreation
Date: October 23, 2018
Type of Item: Administrative

Summary Recommendation

Staff recommends that City Council approve the contract with CivicPlus for Recreation Management Software and implementation services that shall not exceed Fifty two thousand five hundred dollars (\$52,500.00) in a form approved by the City Attorney.

Background

The Recreation & Tennis Departments have used Vermont System's RecTrac for all point-of-sale, program registration, facility reservations, league registrations and schedules, pass sales and online reservations/registrations since November 2013. Other departments also utilize the program, including Special Events for facility reservations & rental contracts and McPolin Farm for event ticket sales. The size and scope of this software, and significant day-to-day interface with the general public recreation users, is considerable.

For several years, staff has deal with a variety of software issues that we seek to improve or eliminate with CivicPlus. They are:

- Despite a major software upgrade in November 2016, several areas of functionality still don't work, including PCIDSS (Payment Card Industry Data Security Standards) compliance, digital waivers, mobile capabilities, and online tennis court bookings.
- VSI and Plug-n-Pay (our credit card gateway) have been unable to reach a solution that satisfies current Payment Card Industry (PCI) data security standards, meaning chip card technology has been delayed for the MARC. Recreation has put off changing merchant gateway accounts (with approval from Finance) with the goal of reaching PCI compliance through a new software provider, thus avoiding the charges and new hardware purchases that would be required. Chip reading credit card machine functionality was mandated over a year ago and VSI and Plug-n-Pay still are not compliant. This is a serious concern for the Finance Department and we seek to rectify immediately in order to better protect users and the City.
- The software has proven somewhat cumbersome to use for both staff & patrons resulting in frustrations on the user end as well as the back end.
- The functionality to reserve tennis courts was so poor that we purchased an additional tennis booking software program so patrons could reserve courts online.
- Given the poor performance of the upgrade RecTrac granted us use of the Mobile WebTrac module free of charge.

Analysis

Staff advertised a Request for Proposals (RFP) from qualified recreation management software providers to supply an intuitive, easy to use parks & recreation software system and service in the form of training, maintenance, technical support and upgrades. Submittals were due on August 31, 2018.

Seven (7) firms submitted for the project. Fee estimates for implementation and annual fees are provided below:

Firm	Implementation	Annual Fee	Total
PerfectMind*	\$21,000	\$15,000	\$36,000
Community Pass	\$25,796	\$15,500	\$41,296
CivicPlus/CivicRec*	\$24,000	\$28,500	\$52,500
Innosoft Fusion	\$9,000	\$19,000	\$28,000
Book King	\$18,000	\$9,700	\$27,700
eTrak Plus*	\$30,000	\$8,000	\$38,000
RecDesk*	\$17,450	\$16,250	\$33,700

A selection committee made up of representatives from Recreation, Tennis, Finance, and IT as well as a MARC patron reviewed the proposals and requested demos from 4 organizations (designated with *).

After the demos, the selection committee shortened the list to include PerfectMind and CivicPlus/CivicRec. Additional demonstrations for front line staff, a sandbox test environment, and references were weighed to make a final selection of CivicPlus/CivicRec as the most qualified and capable for the project. Other factors that set CivicPlus/CivicRec apart included:

- Intuitive interface for staff, requiring less training time.
- User friendly web interface for patrons allowing access to program information, transaction history, and ability to view and print schedules.
- PCI compliance
- Reporting capabilities
- Overwhelmingly positive feedback from recreation and finance organizations currently using the CivicPlus/CivicRec platform.

The project is slated to begin in October after the contract is executed. The final completion date is scheduled for January 15, 2019. After Year 1, annual services are \$28,500. Subsequent years are subject to a cumulative annual 5% technology increase beginning Year 3.

Funding

The funding for the software is being done with a combination of budgets. The Recreation, Tennis & PC MARC operating budget has a combined \$27,983 in software licensing which will cover the annual fees. There is \$12,000 in the Capital Improvement Plan for new Recreation Software which brings the total contribution to \$39,983. The remaining \$12,517 will be covered by IT, Sustainability and McPolin Barn budgets.

Department Review

The report has been reviewed by Legal, Executive, IT, Finance & Recreation

Attachments

- A. Recreation Software RFP
- B. Scope of Services
- C. City Professional Services Agreement – Cyber

Park City Municipal Corporation

REQUEST FOR PROPOSALS (RFP) NON-BID FOR
Recreation Management Software & Support
Updated 09/05/2018

NOTICE
REQUEST FOR PROPOSALS (NON-BID)
Recreation Management Software & Support

PROJECT NAME: Recreation Management Software & Support
RFP AVAILABLE: August 15, 2018
PROJECT LOCATION: 1200 Little Kate Road, Park City, UT

PROJECT DESCRIPTION:

Park City Recreation seeks intuitive, easy-to-use parks & recreation software and service in the form of training, maintenance, technical support and upgrades for Park City employees and patrons utilizing the software.

PROJECT DEADLINES:

Complete Proposals Due: August 31, 2018 4:00pm
Project completion: January 15, 2019

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Jessica Moran, Recreation Supervisor
jmoran@parkcity.org
All questions shall be submitted in writing via email by 4:00 pm August 29, 2018. Responses to questions will posted by 4:00 pm August 30, 2018.

Park City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

I. INTRODUCTION

PCMC requests proposals from qualified firms for software to be used as part of the daily operations at the Park City Municipal Athletic & Recreation Center. The software should include an easy-to-use and aesthetically pleasing interface (dashboard), financial reporting capabilities, website interface & online registration in addition to applications for facility booking, program registration, league scheduling (optional), ticket sales, membership pass sales & management, point-of-sale, customizable reporting capabilities, administrative controls, and payment processing.

II. PURPOSE OF PROJECT

Park City Recreation is interested in recreation management software that will create efficiencies, conveniences, and accessibility to accurate real-time information for both staff and patrons. The department currently uses Vermont System's RecTrac & WebTrac. Customer engagement is the highest priority, and users who prefer online interaction should be able to register for programs, purchase tickets to special events, view league schedules, book facilities and have access to program and facility information with minimal inconvenience. The software will enhance and innovate the department's quality customer service by taking advantage of the conveniences offered by newer improved technology.

III. PROJECT SCOPE

This project includes the provision and installation of software that will facilitate daily operations of the Park City Municipal Athletic & Recreation Center (PC MARC) and approximately 2 satellite facilities. Maintenance, training, and technical support will also be expected as part of this project.

1. Software Provision & Integration

Firms will be required to provide a complete parks & recreation software solution to facilitate daily operations at a recreation, fitness, tennis and aquatics center. Software should integrate with the City's financial system (Tyler Technologies Eden system).

2. Training

Providers are expected to offer training services upon installation of software. Training can be performed on-site or through other mediums, such as webinars. RFP's should include number of training hours provided upon installation and if it is in person or webinar, as well as on-going trainings and a detailed account of all charges associated with training, such as cost per hour.

3. Software Criteria and Minimum Requirements

The following list is included to provide City requirements and preferences for the project. This list should be considered minimum standards when proposing services and specific components. Alternatives may be considered where it is believed such alternatives exceed function, capability,

and overall system performance of the specified materials. Responsibility will be on the proposal to demonstrate superiority of alternative designs, functions, and methods presented.

a. General Requirements:

- i. Software should be cloud-based and scaleable, able to accommodate 13,000 patron accounts at this time.
- ii. Client software should be compatible with Windows 10.
- iii. Web components should utilize HTML 5.1 and/or support most common browser types.
- iv. Java based functions should not be used on the client computer.
- v. Software updates and upgrades should be provided as needed.
- vii. Technical support should be provided 24/7 at no additional cost, through online help, email or telephone service.
- viii. Ongoing, quarterly training should be provided at no additional cost if required.
- ix. Software should allow for the City to accept payments directly to the credit card processor of choice, without fees.
- x. Software should integrate with current financial software (Eden), and perform the migration at no additional charge.
- xi. Online registration should be available without transaction or convenience fees.
- xii. Software must be PCI/DSS compliant.
- xiii. Customization of reports should be offered at no additional charge.
- xiv. Implementation plan needs to be included.
- xv. Data should be stored in a secure manner and be accessible by the City. If the data is not stored on site, appropriate backup and restore options should be in place.

b. Start up and Acceptance Test

- i. Install the software, server, and database systems and provide adjustments and updates to achieve expected performance.
- ii. Verify the importing and exporting of data if needed.
- iii. Demonstrate a responsive user experience.
- iv. Testing to verify that the performance of the system and its components meet design parameters.
- v. Coordinate the proper backup and recovery procedures with PCMC IT staff.
- vi. City staff member(s) shall be involved in implementation and testing to validate system performance.

c. Operation and Maintenance (O&M) Manual

- i. Provide 2 sets of operation, maintenance, and technical manuals for the software system.
- ii. Provide training video, or allow the recording of training session for ongoing use by PCMC.
- iii. Include trouble-shooting and safety precautions specific to the software.

d. On-Site Training

- i. Within 10 days of the start-up and acceptance test, provide a minimum of 2 hours of training to City personnel on all aspects of routine operation, maintenance, monitoring and

safety of the software.

e. System Warranty & Maintenance

i. 5-year complete system warranty: warrants the complete installed and operational system including all equipment, labor, and materials for a period of 5 years from final start-up and acceptance test.

ii. During the 5-year complete system warranty, submitter shall provide all necessary maintenance as frequent as necessary including routing monitoring, maintenance, and replacements.

4. Schedule for Project Implementation and Completion

The timeline for project completion is negotiable, but a tentative completion should be planned for January 15, 2019.

IV. Content of Proposal:

Interested firms shall provide one (1) hard copy *and* a PDF electronic version of their proposal. Proposals shall be limited to thirty (30) pages and should include the following information:

1. Cover Page:

a. Name, address, email, and website of the company.

2. Narrative of the Firm's Qualifications and Relevant Experience:

a. Experience of overall firm and key personnel

b. Licensing information

c. Recent work history for similar projects.

d. Contact information for at least three clients in the Intermountain West.

e. A description of any arbitration and/or litigation in which your company, or any subcontractor, is currently engaged or which was resolved within the five years preceding the date on which you submit your proposal.

f. A statement of whether your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy. If so, please provide dates and resolution.

3. Produce and Service Proposal:

a. Identify proposed system including detailed information from the submitter on all system components. System component details must, at a minimum, be provided for the following items:

i. Software

ii. Training

iii. Maintenance

iv. Technical Support

b. Provide performance data and warranty information on system components

4. A summary of intentions to work collaboratively with PCMC.

5. Project Work Schedule:
 - a. Provide a comprehensive timeline for each phase of the work including meetings with City staff, data migration (if applicable), training, data input, and implementation. This should be as realistic as possible since this will be part of the contractual agreement.
6. A statement indicating that the firm will provide the insurance. The chosen firm will be expected to provide the City with a Certificate of Insurance. General Liability coverage shall be a minimum of \$1,000,000 with PCMC listed as an additional insured. Workers' Compensation Insurance is also required per statutory requirements. See the Service Provider Agreement, included as Attachment A, for all relevant insurance requirements.
7. Cost Proposal
 - a. Cost proposal shall include all costs incurred by the submitter during the bonding, design, installation, start-up, and warranty periods.
 - b. Cost proposal must be itemized and include, at a minimum, the above mentioned categories in addition to detailed costs for materials involved.
 - c. Cost proposal should include any discount that would be given for collaborative work or marketing/branding opportunities.
 - d. If there is a conflict between the written and numerical cost amounts, the written amount shall supersede.

Price may not be a sole deciding factor.

V. Evaluation Criteria and Selection Process:

PCMC will evaluate proposals based on completeness, qualifications & experience, ability to comply with requirements mentioned herein, and overall quality of the RFP response. Park City may request additional information on the proposal if insufficient or unclear details are provided. Proposals should either agree to the standard contract (included as part of this RFP) "as is" or request changes to the form as part of the proposal; however, RFP responders should understand that the City is not required to make adjustments to the standard contract. The nature and extent of any requested changes to the standard City contract will be considered as part of the evaluation process. ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION. All proposals shall be good for up to 180 days after receipt. Firms should note that price may not be the sole deciding factor. Proposals will be judged on practical terms such as:

1. Clarity of proposal and thoroughness of response (completeness of package).
2. Experience in providing Parks & Recreation Software determined by narrative of firm's qualifications, experience of key personnel, recent work history and references. Respondents should highlight work history demonstrating the ability to undertake the coordination and execution of the project within the aggressive timeline.

3. Ability to be responsive and available to City staff and community members, including working with the Recreation Department to ensure a final project that will facilitate the objectives of PCMC.
4. Professional References – applicants should list and provide contact information for at least three (3) references, preferably within the Intermountain West.
5. Cost.

The selection committee will be comprised of PCMC employees and patrons who will review the proposals based on the information provided. Following a review of the written proposals and finalist interviews (if needed) the selection committee will make a final selection and award the services contract. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process. The City reserves the right to reject any or all proposals received for any reason. Proposals lacking required information will not be considered. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract. Such insurance information is provided in the Sample Agreement. Future proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of contract execution.

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, attachments, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated ("GRAMA"). All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Section 63-2-304 of GRAMA, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. The City is not obligated to notify the offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.

Park City Municipal's policy is subject to Federal and State and local procurement law, to make reasonable attempt to support Park City businesses by purchasing goods and services through local vendors and service providers.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

Award of contract is subject to approval by City Council.

Key Proposal Dates

August 15, 2018	RFP distributed
September 10, 2018	Proposals Due by 10:00am
September 11-13, 2018	Selection committee review of proposals
September 14 & 17, 2018	Interview finalists (if needed)
September 27, 2018	City Council Approval (Tentative Date)
October 1, 2018	Contract signed and project kickoff
January 15, 2019	Final project deadline

Requests For Additional Information

Upon RFP distribution and notice, any questions concerning the submittal or the project shall be sent in written form via email inquiry to the attention of Jessica Moran at jmoran@parkcity.org. If you wish to receive a copy of all questions received and responses provided with regard to this RFP, please send an email to jmoran@parkcity.org with Recreation Software RFP Question Request in the Subject Line. Responses to questions will be sent to the account from which the email request originated. Directions for accessing the questions and answers will be provided by return email.

Project Manager

Questions or communications regarding this RFP should be directed to:
Jessica Moran
Recreation Department
Park City Municipal Corporation
jmoran@parkcity.org

VI. PROPOSAL INFORMATION

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offerors.

C. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

D. No proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

E. Park City Municipal Corporation's policy is, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

F. If offeror utilizes third parties for completing RFP requirements, list what portion of RFP will be completed by third parties and the name, if known, of the third party.

EXHIBIT "A"
SAMPLE CONTRACT

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a _____, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars (\$_____).

Service Provider shall abide by the requirements in Exhibit "B "Technology Support, Infrastructure & Security" which is attached hereto and incorporated herein.

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit C," or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters

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covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the

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approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

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8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

D. Workers Compensation insurance limits written as follows:

Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

E. Data Breach and Privacy / Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of the Service Provider's computer systems or the City's systems due to the actions of the Service Provider which results in unauthorized access to the City's data. The limit applicable to this policy shall be no less than Five Million Dollars (\$5,000,000) per occurrence, and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.

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F. Technology Errors and Omissions Insurance with a limit of no less than Five Million Dollars (\$5,000,000) for damages arising from computer related services including but not limited to the following:

- Consulting;
- Data Processing;
- Programming;
- System Integration;
- Hardware or Software Development;
- Installation;
- Distribution or Maintenance;
- Systems Analysis Or Design;
- Training; and
- Staffing or Other Support Services.

The policy shall include coverage for third party fidelity including cyber theft and protect the City as "Additional Insured". It is acceptable that the Data Breach and Privacy / Cyber Liability Insurance and Technology Errors and Omissions insurance be provided on the same policy. The additional insured protection afforded the City must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of the City.

G. The City shall also be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

H. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

20. SEVERABILITY AND NON-WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”
Technology Support, Infrastructure & Security

1. Definitions

“

City Data” / “information” is any data provided, shared, created or managed by the City.

“Service Provider” Is the contract holder that manages employees, contractors or affiliates having access to PCMC infrastructure or data for specific defined purpose.

“Process, Processed, or Processing” means any operation or set of operations performed upon City Data, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

"Data Masking" The process of modifying records to conceal City Data, especially when such records are copied from a production environment to a non-production environment.

“The Information Technology Department” is responsible for the administration of this policy. If you have any questions regarding this policy, please contact the Information Technology Department 435-615-5123, 5123@parkcity.org.

“Service Provider’s Third Party Security Auditor” is defined as a third party organization which provides security audits of Service Provider’s Information Processing Systems.

“Provider” is defined as any company supplying a service for Service Provider’s Information Processing System (such as a Data Center, Managed Service, or Data Circuit).

“Security Breach” is defined as an unauthorized access to Service Provider’s software or Data Center facilities, Information Processing Systems or networks used to service, store, or access City Data.

“Sensitive Information” is defined as any Personally Identifiable Information or any information not publicly available (i.e. – clients, passwords, financial information, employee information, schedules, technology infrastructure, closed reports, draft notes, etc.).

“Written Request of the City” is defined as a request received by Service Provider by a City on official letter head signed by an officer of the City.

2. Information Classification

Classification is used to promote proper controls for safeguarding the confidentiality of information. Regardless of classification the integrity and accuracy of all classifications of information must be protected. The classification assigned and the related controls applied are dependent on the sensitivity of the information. Information must be classified according to the most sensitive detail it includes. Information recorded in several formats (e.g., source document, electronic record, report) must have the same classification regardless of format. The following levels are to be used when classifying information:

3. Internal Information

Internal Information is intended for unrestricted use within PCMC, and in some cases within affiliated organizations such as Service Provider business partners for non-sales purposes. This type of information is already widely-distributed within PCMC, or it could be so distributed within the organization without advance permission from the information owner. Examples of Internal Information may include: personnel directories, internal policies and procedures, most internal electronic mail messages.

Any information not explicitly classified as Sensitive Information, PII or Public will, by default, be classified as Internal Information.

Unauthorized disclosure of this information is not permitted.

4. Public Information

Public Information has been specifically approved for public release by a designated authority within each entity of Service Provider. Examples of Public Information may include material posted to approved public internet web pages.

This information may be disclosed outside of Service Provider.

5. Security Policy

Formal Security Policy. Consistent with the requirement of this Document, Service Provider will create and provide to City an information security policy that is approved by Service Provider's management, published and communicated and agreed to be adhered to by all Service Provider's employees, contractors and affiliates.

Security Policy Review. Service Provider will review the information security policy at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness and may revise such policy, from time to time. Changes resulting in a lower standard of security or service must be agreed to by PCMC prior to adoption.

6. Asset Management.

Acceptable Use. Service Provider will implement policies and procedures for the

acceptable use of information and assets which is no less restrictive than industry best practice for the classification of such Information and consistent with the requirements of this Document.

Equipment Use While on City Premises. While on City's premises, Service Provider will not connect hardware (physically or via a wireless connection) to City internal systems or networks unless necessary for Service Provider to perform Processing under this Document. This hardware is subject to be inspected and, or, scanned by PCMC IT Department directly or by automated means before use.

Personally-owned Equipment: Sensitive Information, with the exception of Business Contact Information, may not be stored on any employee owned equipment.

7. Human Resources Security

Removal of Access Rights. The access rights of all Service Provider employees to Service Provider Information Processing Systems or media containing Sensitive Information will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change.

8. Physical and Environmental Security.

Secure Areas. Service Provider will secure all areas, including loading docks, holding areas, telecommunications areas, cabling areas and off-site areas that contain Information Processing Systems or media containing information by the use of appropriate security controls in order to ensure that only authorized personnel are allowed access and to prevent damage and interference. The following controls will be implemented:

Visitors to secure areas will be supervised.

9. Geographic Data Centers

Service Provider's data centers are geographically distributed and employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at each Service Provider data center include the following: custom designed electronic card access control systems, alarm systems, interior and exterior cameras, and security guards. Access to areas where systems, or system components, are installed or stored are segregated from general office and public areas such as lobbies. The areas are centrally monitored for suspicious activity, and the facilities are routinely patrolled by security guards.

10. Environmental Security

Service Provider will protect equipment from power failures and other disruptions

caused by failures in supporting utilities. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Service Provider implements a disaster recovery program at all of its data centers. This program includes multiple components to minimize the risk of any single point of failure.

11. Role Based Access

Service Provider restricts access to its data centers based on role, not position. As a result, most senior executives at Service Provider do not have access to Service Provider data centers

12. Communications and Operations Management.

Protections Against Malicious Code. Service Provider will implement detection, prevention, and recovery controls to protect against malicious software, which is no less than current industry best practice and perform appropriate employee training on the prevention and detection of malicious software.

Back-ups. Service Provider will perform appropriate back-ups of Service Provider Information Processing Systems and media containing City Data every business day with end-of-month copy stored for 1-year in order ensuring services and service levels described in this Document. Service Provider maintains a plan for responding to a system emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages systems that contain Sensitive Information and Internal Information.

Media Handling. Service Provider will protect against unauthorized access or misuse of City Data contained on media.

Media and Information Disposal. Service Provider will securely and safely dispose of media containing Sensitive Information:

Maintaining a secured disposal log that provides an audit trail of disposal activities.

13. Exchange of Information

To protect confidentiality and integrity of Sensitive Information in transit, Service Provider will:

Perform an inventory, analysis, and risk assessment of all data exchange channels (including, but not limited to , SFTP, HTTP, HTTPS, SMTP, modem and fax) to identify and mitigate risks to Sensitive Information from these channels.

Monitor and inspect all data exchange channels to detect unauthorized information releases.

Ensure that appropriate security controls using approved data exchange

channels are employed when exchanging Sensitive Information.

14. Monitoring

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Employ current industry best practice security controls and tools to monitor Information Processing Systems and log user activities, exceptions, unauthorized information processing activities, suspicious activities and information security events. Logging facilities and log information will be protected against tampering and unauthorized access. Logs will be kept for at least 180 days.

Perform frequent reviews of logs and take necessary actions to protect against unauthorized access and implement policy and infrastructure as needed.

At Written Request of the City, make logs available to City to assist in investigations.

Ensure that the time clocks of all relevant Information Processing Systems are synchronized using a national or international time source.

Ensure common configuration and patch management information is maintained.

Based on the periodic assessment, measures will be implemented that reduce the impact of the threats by reducing the amount and scope of the vulnerabilities.

15. Access Control

User Access Management. To protect against unauthorized access or misuse of Sensitive Information a formal user registration and de-registration procedure for granting and revoking access and access rights to all Service Provider Information Processing Systems.

Employ a formal password management process using authentication and authorization controls that are designed to protect against unauthorized access.

Perform recurring reviews of Service Provider employees' access and access rights to ensure that they are appropriate for the users' role.

16. User Responsibilities

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that Service Provider Information Processing Systems users follow

current security practices in the selection and use of sufficiently strong passwords.

Ensure that unattended equipment has appropriate protection to prohibit access and use by unauthorized individuals.

Ensure that Sensitive Information contained at employee workstations, including but not limited to paper and media display screens, is protected from unauthorized access and/or utilizes Data Masking.

17. Network Access Control

Access to internal, external and public network services that allow access to Service Provider Information Processing Systems shall be controlled. Service Provider will:

Ensure that current industry best practice standard authentication mechanisms for network users and equipment are in place and updated as necessary.

Ensure electronic perimeter controls are in place to protect Service Provider Information Processing Systems from unauthorized access.

Ensure sufficient authentication methods are used to control access by remote users.

Ensure physical and logical access to diagnostic and configuration ports is controlled.

18. Operating System Access Control

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that access to operating systems is controlled by a secure log-on procedure and limited to role based necessity.

Ensure that Service Provider Information Processing System users have a unique identifier (user ID). This account is used to identify each person's activity on Service Provider's Information Processing Systems network, including any access to employee or City data.

Ensure that the use of utility programs that are capable of overriding system and application controls are highly restricted and tightly controlled, with access limited to those employees whose specific job function requires such access.

Ensure that inactive sessions are automatically terminated when technically possible after a defined period of inactivity.

Employ idle time-based restrictions on connection times when technically possible to provide additional security for high risk applications.

Ensure that current industry best practice standard authentication mechanisms for wireless network users and equipment are in place and updated as necessary.

Ensure authentication methods are used to control access by remote users, with unique User Identifiers.

19. Information Systems Acquisition, Development and Maintenance

Security of System Files. To protect City Information Processing Systems and system files containing information, Service Provider will ensure that access to source code is restricted to authorized users whose specific job function necessitates such access.

Security in Development and Support Processes. To protect City information Processing Systems and system files containing Sensitive Information, Service Provider will:

Employ industry best practice security controls to minimize information dissemination.

Employ oversight quality controls and security management of outsourced software development.

Employ regular code reviews covering security vulnerabilities, including but not limited to buffer overflow, SQL injection, input validation, and commonly used vector attacks.

20. Information Security Incident Management

Reporting Information Security Events and Weaknesses. To protect City Information Processing Systems and system files containing information, Service Provider will:

Implement a process to ensure that Information Security Events and Security Breaches are reported through appropriate management channels as quickly as possible.

Train all employees, contractors, users of information systems and services regarding the report of any observed or suspected Information Security Events and Security Breaches.

Notify City by email or phone as soon as possible of all Information Security Events and Security Breaches. Following any such event or breach, Service Provider will promptly notify City whether or not Sensitive Information was compromised or released to unauthorized parties, the data affected and/or the details of the event or breach.

21. Business Continuity Management

Business Continuity Management Program. To ensure services and service levels described in this Document, Service Provider will:

Develop and maintain a process for business continuity throughout the organization that addresses the information security requirements needed for Service Provider's and its Providers' business continuity so that the provision of products and/or services provided is uninterrupted.

Maintain efforts to identify events that may cause interruptions to business processes, along with the probability and impact of such interruptions and the consequences for information security.

Develop and implement plans to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes and provide City a copy of the same upon Written Request of the City.

Disaster Recovery. Service Provider has appropriate and reasonable disaster recovery measures in place designed to prevent any interruptions in Service to the City. Service Provider has established disaster contingency plans governing processes following a breach incident, which in particular address the following issues: (i) safety of personnel and third parties, (ii) losses of communications capability (e.g., voice, fax, data), (iii) loss of computer processing capabilities, and (iv) loss of access to physical office facilities.

22. Security Assessments

Initial and Recurring Security Assessments. Service Provider's Third-Party Security Auditor shall perform weekly static scans, monthly dynamic scans, and annual penetration testing. The results of these audits are available to Service Provider and the City with execution a Confidentiality Agreement with Service Provider.

III. PROJECT SCOPE

This project includes the provision and installation of software that will facilitate daily operations of the Park City Municipal Athletic & Recreation Center (PC MARC) and approximately 2 satellite facilities. Maintenance, training, and technical support will also be expected as part of this project.

1. Software Provision & Integration

Firms will be required to provide a complete parks & recreation software solution to facilitate daily operations at a recreation, fitness, tennis and aquatics center. Software should integrate with the City's financial system (Tyler Technologies Eden system).

2. Training

Providers are expected to offer training services upon installation of software. Training can be performed on-site or through other mediums, such as webinars. RFP's should include number of training hours provided upon installation and if it is in person or webinar, as well as on-going trainings and a detailed account of all charges associated with training, such as cost per hour.

3. Software Criteria and Minimum Requirements

The following list is included to provide City requirements and preferences for the project. This list should be considered minimum standards when proposing services and specific components. Alternatives may be considered where it is believed such alternatives exceed function, capability, and overall system performance of the specified materials. Responsibility will be on the proposal to demonstrate superiority of alternative designs, functions, and methods presented.

a. General Requirements:

- i. Software should be cloud-based and scaleable, able to accommodate 13,000 patron accounts at this time.
- ii. Client software should be compatible with Windows 10.
- iii. Web components should utilize HTML 5.1 and/or support most common browser types.
- iv. Java based functions should not be used on the client computer.
- v. Software updates and upgrades should be provided as needed.
- vii. Technical support should be provided 24/7 at no additional cost, through online help, email or telephone service.
- viii. Ongoing, quarterly training should be provided at no additional cost if required.
- ix. Software should allow for the City to accept payments directly to the credit card processor of choice, without fees.
- x. Software should integrate with current financial software (Eden), and perform the migration at no additional charge.
- xi. Online registration should be available without transaction or convenience fees.
- xii. Software must be PCI/DSS compliant.
- xiii. Customization of reports should be offered at no additional charge.
- xiv. Implementation plan needs to be included.
- xv. Data should be stored in a secure manner and be accessible by the City. If the data is not stored on site, appropriate backup and restore options should be in place.

b. Start up and Acceptance Test

- i. Install the software, server, and database systems and provide adjustments and updates to achieve expected performance.
- ii. Verify the importing and exporting of data if needed.
- iii. Demonstrate a responsive user experience.
- iv. Testing to verify that the performance of the system and its components meet design parameters.
- v. Coordinate the proper backup and recovery procedures with PCMC IT staff.
- vi. City staff member(s) shall be involved in implementation and testing to validate system performance.

c. Operation and Maintenance (O&M) Manual

- i. Provide 2 sets of operation, maintenance, and technical manuals for the software system.
- ii. Provide training video, or allow the recording of training session for ongoing use by PCMC.
- iii. Include trouble-shooting and safety precautions specific to the software.

d. On-Site Training

- i. Within 10 days of the start-up and acceptance test, provide a minimum of 2 hours of training to City personnel on all aspects of routine operation, maintenance, monitoring and safety of the software.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City" or "Client"), and CivicPlus, Inc., a Kansas Corporation, ("Service Provider" or "CivicPlus"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed Fifty One Thousand Dollars (\$52,500) in the first year. Such price shall not include any sales tax that may apply.

Service Provider shall abide by the requirements in Exhibit "B "Technology Support, Infrastructure & Security" which is attached hereto and incorporated herein.

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate one year from signing, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made as described in Exhibit A.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit C,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee, an invoice for services rendered. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. Data Breach and Privacy / Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of the Service Provider's computer systems or the City's systems due to the actions of the Service Provider which results in unauthorized access to the City's data. The limit applicable to this policy shall be no less than Three Million Dollars (\$3,000,000) per occurrence, and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

The policy shall include coverage for third party fidelity including cyber theft and protect the City as "Additional Insured". It is acceptable that the Data Breach and Privacy / Cyber Liability Insurance and Technology Errors and Omissions insurance be provided on the same policy. The additional insured protection afforded the City must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of the City.

- G. The City shall also be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- H. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement), prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic

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information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least sixty (60) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

ten (10) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL _____

Signature

Printed name

Title

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (title or office) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “A”

SCOPE OF SERVICES

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “B”

Technology Support, Infrastructure & Security

1. Definitions

“

City Data” / “information” is any data provided, shared, created or managed by the City.

“Service Provider” Is the contract holder that manages employees, contractors or affiliates having access to PCMC infrastructure or data for specific defined purpose.

“Process, Processed, or Processing” means any operation or set of operations performed upon City Data, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

“Data Masking” The process of modifying records to conceal City Data, especially when such records are copied from a production environment to a non-production environment.

“The Information Technology Department” is responsible for the administration of this policy. If you have any questions regarding this policy, please contact the Information Technology Department 435-615-5123, 5123@parkcity.org.

“Service Provider’s Third Party Security Auditor” is defined as a third party organization which provides security audits of Service Provider’s Information Processing Systems.

“Provider” is defined as any company supplying a service for Service Provider’s Information Processing System (such as a Data Center, Managed Service, or Data Circuit).

“Security Breach” is defined as an unauthorized access to Service Provider’s software or Data Center facilities, Information Processing Systems or networks used to service, store, or access City Data.

“Sensitive Information” is defined as any Personally Identifiable Information or any information not publicly available (i.e. – clients, passwords, financial information, employee information, schedules, technology infrastructure, closed reports, draft notes, etc.).

“Written Request of the City” is defined as a request received by Service Provider by a City on official letter head signed by an officer of the City.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

2. Information Classification

Classification is used to promote proper controls for safeguarding the confidentiality of information. Regardless of classification the integrity and accuracy of all classifications of information must be protected. The classification assigned and the related controls applied are dependent on the sensitivity of the information. Information must be classified according to the most sensitive detail it includes. Information recorded in several formats (e.g., source document, electronic record, report) must have the same classification regardless of format. The following levels are to be used when classifying information:

3. Internal Information

Internal Information is intended for unrestricted use within PCMC, and in some cases within affiliated organizations such as Service Provider business partners for non-sales purposes. This type of information is already widely-distributed within PCMC, or it could be so distributed within the organization without advance permission from the information owner. Examples of Internal Information may include: personnel directories, internal policies and procedures, most internal electronic mail messages.

Any information not explicitly classified as Sensitive Information, PII or Public will, by default, be classified as Internal Information.

Unauthorized disclosure of this information is not permitted.

4. Public Information

Public Information has been specifically approved for public release by a designated authority within each entity of Service Provider. Examples of Public Information may include material posted to approved public internet web pages.

This information may be disclosed outside of Service Provider.

5. Security Policy

Formal Security Policy. Consistent with the requirement of this Document, Service Provider will create and provide to City an information security policy that is approved by Service Provider's management, published and communicated and agreed to be adhered to by all Service Provider's employees, contractors and affiliates.

Security Policy Review. Service Provider will review the information security policy at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness and may revise such policy, from time to time. Changes resulting in a lower standard of security or service must be agreed to by PCMC prior to adoption.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

6. Asset Management.

Acceptable Use. Service Provider will implement policies and procedures for the acceptable use of information and assets which is no less restrictive than industry best practice for the classification of such Information and consistent with the requirements of this Document.

Equipment Use While on City Premises. While on City's premises, Service Provider will not connect hardware (physically or via a wireless connection) to City internal systems or networks unless necessary for Service Provider to perform Processing under this Document. This hardware is subject to be inspected and, or, scanned by PCMC IT Department directly or by automated means before use.

Personally-owned Equipment: Sensitive Information, with the exception of Business Contact Information, may not be stored on any employee owned equipment.

7. Human Resources Security

Removal of Access Rights. The access rights of all Service Provider employees to Service Provider Information Processing Systems or media containing Sensitive Information will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change.

8. Physical and Environmental Security.

Secure Areas. Service Provider will secure all areas, including loading docks, holding areas, telecommunications areas, cabling areas and off-site areas that contain Information Processing Systems or media containing information by the use of appropriate security controls in order to ensure that only authorized personnel are allowed access and to prevent damage and interference. The following controls will be implemented:

Visitors to secure areas will be supervised.

9. Geographic Data Centers

Service Provider's data centers are geographically distributed and employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at each Service Provider data center include the following: custom designed electronic card access control systems, alarm systems, interior and exterior cameras, and security guards. Access to areas where systems, or system components, are installed or stored are segregated from general office and public areas such as lobbies. The areas are centrally monitored

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

for suspicious activity, and the facilities are routinely patrolled by security guards.

10. Environmental Security

Service Provider will protect equipment from power failures and other disruptions caused by failures in supporting utilities. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Service Provider implements a disaster recovery program at all of its data centers. This program includes multiple components to minimize the risk of any single point of failure.

11. Role Based Access

Service Provider restricts access to its data centers based on role, not position. As a result, most senior executives at Service Provider do not have access to Service Provider data centers

12. Communications and Operations Management.

Protections Against Malicious Code. Service Provider will implement detection, prevention, and recovery controls to protect against malicious software, which is no less than current industry best practice and perform appropriate employee training on the prevention and detection of malicious software.

Back-ups. Service Provider will perform appropriate back-ups of Service Provider Information Processing Systems and media containing City Data every business day with end-of-month copy stored for 1-year in order ensuring services and service levels described in this Document. Service Provider maintains a plan for responding to a system emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages systems that contain Sensitive Information and Internal Information.

Media Handling. Service Provider will protect against unauthorized access or misuse of City Data contained on media.

Media and Information Disposal. Service Provider will securely and safely dispose of media containing Sensitive Information:

Maintaining a secured disposal log that provides an audit trail of disposal activities.

13. Exchange of Information

To protect confidentiality and integrity of Sensitive Information in transit, Service Provider will:

Perform an inventory, analysis, and risk assessment of all data exchange channels (including, but not limited to , SFTP, HTTP, HTTPS, SMTP, modem and fax) to identify

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and mitigate risks to Sensitive Information from these channels.

Monitor and inspect all data exchange channels to detect unauthorized information releases.

Ensure that appropriate security controls using approved data exchange channels are employed when exchanging Sensitive Information.

14. Monitoring

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Employ current industry best practice security controls and tools to monitor Information Processing Systems and log user activities, exceptions, unauthorized information processing activities, suspicious activities and information security events. Logging facilities and log information will be protected against tampering and unauthorized access. Logs will be kept for at least 180 days.

Perform frequent reviews of logs and take necessary actions to protect against unauthorized access and implement policy and infrastructure as needed.

At Written Request of the City, make logs available to City to assist in investigations.

Ensure that the time clocks of all relevant Information Processing Systems are synchronized using a national or international time source.

Ensure common configuration and patch management information is maintained.

Based on the periodic assessment, measures will be implemented that reduce the impact of the threats by reducing the amount and scope of the vulnerabilities.

15. Access Control

User Access Management. To protect against unauthorized access or misuse of Sensitive Information a formal user registration and de-registration procedure for granting and revoking access and access rights to all Service Provider Information Processing Systems.

Employ a formal password management process using authentication and authorization controls that are designed to protect against unauthorized access.

Perform recurring reviews of Service Provider employees' access and access rights to

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ensure that they are appropriate for the users' role.

16. User Responsibilities

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that Service Provider Information Processing Systems users follow current security practices in the selection and use of sufficiently strong passwords.

Ensure that unattended equipment has appropriate protection to prohibit access and use by unauthorized individuals.

Ensure that Sensitive Information contained at employee workstations, including but not limited to paper and media display screens, is protected from unauthorized access and/or utilizes Data Masking.

17. Network Access Control

Access to internal, external and public network services that allow access to Service Provider Information Processing Systems shall be controlled. Service Provider will:

Ensure that current industry best practice standard authentication mechanisms for network users and equipment are in place and updated as necessary.

Ensure electronic perimeter controls are in place to protect Service Provider Information Processing Systems from unauthorized access.

Ensure sufficient authentication methods are used to control access by remote users.

Ensure physical and logical access to diagnostic and configuration ports is controlled.

18. Operating System Access Control

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that access to operating systems is controlled by a secure log-on procedure and limited to role based necessity.

Ensure that Service Provider Information Processing System users have a unique identifier (user ID). This account is used to identify each person's activity on Service Provider's Information Processing Systems network, including any access to employee or City data.

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Ensure that the use of utility programs that are capable of overriding system and application controls are highly restricted and tightly controlled, with access limited to those employees whose specific job function requires such access.

Ensure that inactive sessions are automatically terminated when technically possible after a defined period of inactivity.

Employ idle time-based restrictions on connection times when technically possible to provide additional security for high risk applications.

Ensure that current industry best practice standard authentication mechanisms for wireless network users and equipment are in place and updated as necessary.

Ensure authentication methods are used to control access by remote users, with unique User Identifiers.

19. Information Systems Acquisition, Development and Maintenance

Security of System Files. To protect City Information Processing Systems and system files containing information, Service Provider will ensure that access to source code is restricted to authorized users whose specific job function necessitates such access.

Security in Development and Support Processes. To protect City information Processing Systems and system files containing Sensitive Information, Service Provider will:

Employ industry best practice security controls to minimize information dissemination.

Employ oversight quality controls and security management of outsourced software development.

Employ regular code reviews covering security vulnerabilities, including but not limited to buffer overflow, SQL injection, input validation, and commonly used vector attacks.

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20. Information Security Incident Management

Reporting Information Security Events and Weaknesses. To protect City Information Processing Systems and system files containing information, Service Provider will:

Implement a process to ensure that Information Security Events and Security Breaches are reported through appropriate management channels as quickly as possible.

Train all employees, contractors, users of information systems and services regarding the report of any observed or suspected Information Security Events and Security Breaches.

Notify City by email or phone as soon as possible of all Information Security Events and Security Breaches. Following any such event or breach, Service Provider will promptly notify City whether or not Sensitive Information was compromised or released to unauthorized parties, the data affected and/or the details of the event or breach.

21. Business Continuity Management

Business Continuity Management Program. To ensure services and service levels described in this Document, Service Provider will:

Develop and maintain a process for business continuity throughout the organization that addresses the information security requirements needed for Service Provider's and its Providers' business continuity so that the provision of products and/or services provided is uninterrupted.

Maintain efforts to identify events that may cause interruptions to business processes, along with the probability and impact of such interruptions and the consequences for information security.

Develop and implement plans to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes and provide City a copy of the same upon Written Request of the City.

Disaster Recovery. Service Provider has appropriate and reasonable disaster recovery measures in place designed to prevent any interruptions in Service to the City. Service Provider has established disaster contingency plans governing processes following a breach incident, which in particular address the following issues: (i) safety of personnel and third parties, (ii) losses of communications capability (e.g., voice, fax, data), (iii) loss of computer processing capabilities, and (iv) loss of access to physical office facilities.

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22. Security Assessments

Initial and Recurring Security Assessments. Service Provider's Third-Party Security Auditor shall perform weekly static scans, monthly dynamic scans, and annual penetration testing. The results of these audits are available to Service Provider and the City with execution a Confidentiality Agreement with Service Provider.

**PARK CITY MUNICIPAL CORPORATION
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EXHIBIT “C”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve and Ratify the City Manager's Execution of an Emergency Construction Agreement with Beck Construction & Excavation, Inc. for the Replacement of Two - 8 Inch Water Mains and Associated Pipe Appurtenances, in an Amount Not to Exceed \$215,545.00

Suggested Action:

Attachments:

[Construction Agreement Staff Report](#)

[Exhibit A: Signed Construction Agreement](#)



City Council Staff Report

Subject: Construction Agreement for the Heber Avenue Emergency Pipe Replacement Project
Author: Clint McAfee, Director
Department: Public Utilities
Date: October 23, 2018
Type of Item: Administrative

Recommendation

Staff recommends City Council approve and ratify the City Manager's execution of an emergency Construction Agreement with Beck Construction & Excavation, INC. for the Heber Avenue Emergency Pipe Replacement Project, which consist of the replacement of two 8 inch water mains and associated pipe appurtenances, in an amount not to exceed \$215,545.00.

Background

Due to the age, poor condition, and repetitive failures of one of the water lines in Heber Avenue, the replacement of both water lines in Heber Avenue is included in the current adopted water Capital Improvement Projects budget. Staff planned to replace these water lines in conjunction with the potential Park Avenue reconstruction project. However, given the recent pipe failure and its significant negative impact to residents and businesses, the replacement project can no longer wait for the Park Avenue reconstruction project to commence..

On September 27, 2018, the Heber Avenue water lines failed causing severe road damage. No other damage occurred as the water from the broken pipe was contained in the City's storm drain system. Staff determined that the existing pipe posed an imminent threat to public and private property which would cause the City and residents and businesses to suffer financial harm. As a result of this imminent threat, the time of the year, and the availability of contractors, staff decided to procure a contractor to replace the water lines under the emergency procurement policy outlined in Park City's Contracts and Purchasing Policy.

Staff solicited and received three quotes from contractors known to staff to be available to conduct the work in the timeframe needed. Staff selected the lowest bid which was from Beck Construction and Excavation, executed a contract, and started work to replace the water lines.

Funding

Funding for the Construction Agreement will be paid from water service fees and is included in the adopted capital improvement budget.

Attachments

A Signed Construction Agreement

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 3 day of October, 2018, by and between PARK CITY MUNICIPAL CORPORATION, P.O. Box 1480, Park City, UT 84060, a municipal corporation of the State of Utah (hereinafter "City"), and BECK CONSTRUCTION & EXCAVATION, INC., a Utah corporation, whose post office address is P.O. Box 95026, South Jordan, Utah, 84095, (hereinafter "Contractor").

PURPOSE: For the project known as the Heber Avenue Emergency Pipe Replacement Project (hereinafter "Project"), which consists of replacement of two 8 inch water mains and associated pipe appurtenances.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project as described in Attachment "A" incorporated herein.

If any of the work performed by Contractor does not meet City standards, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such

lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection

with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

Park City Municipal Corporation shall be named as an additional insured on general liability and auto liability insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed **TWO HUNDRED FIFTEEN THOUSAND FIVE HUNDRED FORTY FIVE DOLLARS (\$215,545.00)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to

complete this Project, including any additive alternates listed within the Scope of Work described in Section 1, if any.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **December 31, 2018**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, MB **(Contractor Initials)** which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this Agreement;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which

remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and

officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or

replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to

contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his designee:

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, and large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

SECTION 24. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Contractor will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Griffin Lloyd, Public Utilities Engineer, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: Garen Beck, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

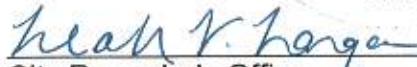
IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.



PARK CITY MUNICIPAL CORPORATION


Diane Foster, City Manager

ATTEST:


Leah K. Lange
City Recorder's Office

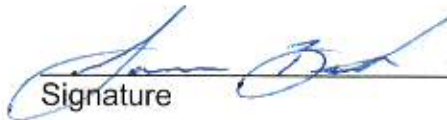
APPROVED AS TO FORM:


City Attorney's Office

BECK CONSTRUCTION & EXCAVATION INC.,
a Utah corporation
P.O. Box 95026
South Jordan, Utah 84095

8659846-5501
Utah Contractor License No.

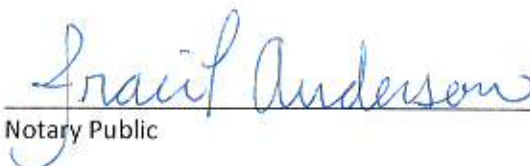
Tax ID#: 46-2441111


Signature
Garen Beck
Printed name
President
Title

STATE OF UTAH)

COUNTY OF Salt Lake)

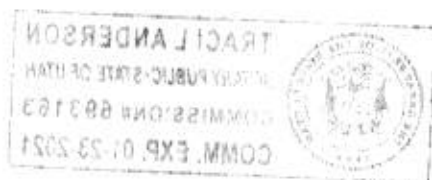
On this 2 day of October, 2018, Garen Beck (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the President (Title or Office) of BECK CONSTRUCTION & EXCAVATION INC., a Utah corporation, and that said document was signed by him/her on behalf of said corporation by authority of its bylaws or resolution of its officers, and he/she acknowledged to me that he/she executed the Construction Agreement.


Notary Public



Attachment A:

 BID Tabulation 9/30/2018 5:00 PARK CITY MUNICIPAL CORPORATION Heber Avenue Waterline Replacement Project					
Item No.	Classification of Unit Price Work	Qty	Unit	Beck	
				Unit	Total
	Bid Schedule				
1	Mobilization (Not to Exceed 5%)	1	LS	\$1.00	\$10,000.00
2	(2) 8" C900 PVC Water line - (2 pipe in single trench) Includes cost of pipe, bedding material, installation and testing, Surface Restoration, Imported Backfill, and Haul off of existing material listed separately	195	LF	\$160.00	\$31,200.00
3	8" C900 PVC water line - single line Includes cost of pipe, bedding material, installation and testing, Surface Restoration, Imported Backfill, and Haul off of existing material listed separately	270	LF	\$150.00	\$40,500.00
4	Install 45 degree bend - includes thrust block, cathodic protection	7	EA	\$1,650.00	\$11,550.00
5	Install 22.5 degree bend - includes thrust block, cathodic protection	1	EA	\$1,575.00	\$1,575.00
6	Install Tee 8x4x8 tee with 4" gate valve, includes thrust block, cathodic protection, sleeve to existing pipe	1	EA	\$4,750.00	\$4,750.00
	Install Tee 8x8x8 with 8" gate valve - includes thrust block, cathodic protection, sleeve to existing pipe	3	EA	\$5,550.00	\$16,650.00
7	Install 8" cross with 2 gate valves - includes, thrust block, cathodic protection, sleeves to existing pipes	1	EA	\$9,000.00	\$9,000.00
8	Remove and install 8" Gate valve at Tie in - includes cathodic protection	4	EA	\$3,500.00	\$14,000.00
9	Mining Impacted soil haul off and disposal		Tn	\$150.00	\$0.00
10	Import Material	350	Tn	\$60.00	\$21,000.00
11	Asphalt surface restoration	5040	SF	\$8.00	\$40,320.00
12	Differing Site condition	1	LS		\$15,000.00
	Total Bid Schedule				\$215,545.00



AIA® Document A312™ – 2010
Performance Bond**CONTRACTOR:***(Name, legal status and address)*

Beck Construction and Excavation, Inc.
PO Box 95026
South Jordan, UT 84095

SURETY:*(Name, legal status and principal place of business)*

The Guarantee Company of North America USA
6550 South Millrock Drive, #300
Salt Lake City, UT 84121

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:*(Name, legal status and address)*

Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: October 2, 2018

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: Two Hundred Fifteen Thousand Five Hundred Forty-Five Dollars & No/100**
(\$215,545.00**)

Description:*(Name and location)*

Heber Avenue Emergency Pipe Replacement Project

BOND

Date: October 2, 2018

(Not earlier than Construction Contract Date)

Amount: Two Hundred Fifteen Thousand Five Hundred Forty-Five Dollars & No/100**
(\$215,545.00**)

Modifications to this Bond: ☒ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company: Beck *(Corporate Seal)*
Construction and Excavation, Inc.

SURETY

Company: The Guarantee *(Corporate Seal)*
Company of North America USA

Signature:

Name: *Garen Beck*
and Title: *President*

*(Any additional signatures appear on the last page of this Performance Bond.)***Signature:**

Name: *Andrew Rendon*
and Title: *Attorney-in-Fact*

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Document A312™ – 2010
Payment Bond**CONTRACTOR:**

(Name, legal status and address)
Beck Construction and Excavation, Inc.
PO Box 95026
South Jordan, UT 84095

SURETY:

(Name, legal status and principal place of business)
The Guarantee Company of North America USA
6550 South Millrock Drive, #300
Salt Lake City, UT 84121

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

CONSTRUCTION CONTRACT

Date: October 2, 2018

Amount: Two Hundred Fifteen Thousand Five Hundred Forty-Five Dollars & No/100**
(\$215,545.00**)

Description:

(Name and location)

Heber Avenue Emergency Pipe Replacement Project

BOND

Date: October 2, 2018

(Not earlier than Construction Contract Date)

Amount: Two Hundred Fifteen Thousand Five Hundred Forty-Five Dollars & No/100**
(\$215,545.00**)

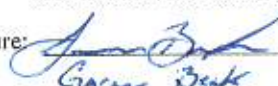
Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: Beck (Corporate Seal)
Construction and Excavation, Inc.

SURETY

Company: The Guarantee (Corporate Seal)
Company of North America USA

Signature: 

Name: Gary Beck
and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: 

Name: Andrew Rendon, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Terry H. Buckner, Randy Emery, Chris Lund, J. Michele Burraston, Michael H. Gale, Georgia Torres, Rayne Harris, Dennis M. Gross, Andrew Rendon, C. Brett Nilsson
The Buckner Company

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of October, 2015

Randall Musselman

Randall Musselman, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company 6550 S Millrock, Suite #300 Salt Lake City UT 84121		CONTACT NAME: Annette Smith PHONE (A/C, No, Ext): 801-937-8765 E-MAIL: ASmith@buckner.com FAX (A/C, No): 801-365-0819 ADDRESS: ASmith@buckner.com		
INSURED BECKCON-01 Beck Construction and Excavation Inc. P.O. Box 95026 South Jordan UT 84095		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Workers Compensation Fund		10033
		INSURER B: Employers Mutual Casualty Company		21415
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1685712029

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	5X529785	4/23/2018	4/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	5X529785	4/23/2018	4/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	5X529785	4/23/2018	4/23/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A		3336109	4/26/2018	4/26/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Heber Ave Emergency Waterline Repair
Park City Municipal Corporation is an Additional Insured per the Commercial General Liability form CG7174.3 and Auto Liability form CA7450 (11-15).

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation
P.O. Box 1480
Park City UT 84060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- Any covered "auto" you lease, hire, rent or borrow; and
- Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- Any organization you acquire or form will not be considered an "insured" if:
 - The organization is a partnership or a joint venture; or
 - That organization is covered under other similar insurance.
- Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage
Paragraph A.4. **Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loan or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 27-2018, a Resolution Proclaiming November, 2018, as "Park City Diabetes Awareness Month"

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Diabetes Staff Report](#)

[Diabetes Awareness Month Resolution](#)

City Council Staff Report



Subject: Resolution – Diabetes Awareness Month
Author: Michelle Kellogg
Department: Executive
Date: October 23, 2017
Type of Item: Administrative

Summary Recommendation

Approve the Resolution proclaiming November, 2018 as Park City Diabetes Awareness Month.

Executive Summary

November is National Diabetes Month, a time when communities across the country team up to bring attention to diabetes and its impact on millions of Americans.

The Opportunity

To approve a resolution that brings awareness to the effects of diabetes.

Alternatives for City Council to Consider

1. Recommended Alternative: Approve the resolution

Pros

- a. Individuals and organizations in the Park City community who battle diabetes will feel the appreciation and support of City Council.
- b. More awareness in the community of the serious nature of diabetes.

2. Null Alternative: Do not approve the Resolution

Cons

- a. No attention to diabetes and its effects on individuals and families will be given by the City.

Department Review

Executive, Legal

Funding Source

No funding is allocated with this resolution.



Resolution No. 27-2018

RESOLUTION PROCLAIMING NOVEMBER, 2018, AS “PARK CITY DIABETES AWARENESS MONTH”

Whereas, more than 30 million adults and children in the United States have diabetes, and another 86 million individuals have prediabetes and are at-risk for developing Type 2 diabetes; and

Whereas, approximately 201,025 people in Utah or 10.4% of the adult population have diabetes; and

Whereas, 1.7 million Americans aged 20 years and older are diagnosed with diabetes each year – 4,380 per day, or one every 19 seconds; and

Whereas, \$245 billion annually is attributed to diagnosed diabetes care, including \$176 billion in direct medical costs and \$69 billion in indirect costs related to disability, work loss, and premature mortality; and

Whereas, uncontrolled diabetes puts people at risk for serious medical complications, including cardiovascular disease, blindness, kidney disease and dialysis, nerve damage and amputation; and

Whereas, diabetes screenings for at-risk groups and self-management education is a cornerstone of treatment; and

Whereas, Diabetes Awareness Month is an opportunity for Park City citizens to unite to increase individual and community awareness, change lives, and stop the diabetes epidemic; and

NOW THEREFORE, the Mayor and City Council of Park City, Utah, do hereby declare November, 2018, as “Park City Diabetes Awareness Month”

PASSED AND ADOPTED this 23th day of October, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Anya Grahm

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance No. 2018-53, an Ordinance approving the 1406 Park Avenue Plat Amendment, located at 1406 Park Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[1406 Park Avenue Plat Staff Report and Ordinance](#)

[Exhibits](#)



City Council Staff Report

Subject: 1406 Park Avenue Plat Amendment
Author: Anya Grahn, Historic Preservation Planner
Department: Planning
Date: October 23, 2018
Type of Item: Plat Amendment - Legislative

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the 1406 Park Avenue Plat Amendment, located at the same address, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Description

Applicant: Richard and Janice Ehrenkrook
Location: 1406 Park Avenue
Zoning: Historic Residential Medium (HRM) zoning district
Adjacent Land Uses: Single and multi-family residential structures
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action.

Executive Summary

The applicant proposes to create a legal lot of record from a metes and bounds parcel measuring 3,557 square feet. This is a developed site containing a house that has been found not to be historic. The site is not designated on the Historic Sites Inventory (HSI). On September 26, the Planning Commission unanimously forwarded a positive recommendation to City Council for the approval of this plat amendment with a vote of 6-0.

Acronyms

HRM Historic Residential Medium Zoning District
HPB Historic Preservation Board
HSI Historic Sites Inventory
LMC Land Management Code
ROW Right-of-Way

District Purpose

The purpose of the Historic Residential Medium Density (HRM) District is to:

- A. allow continuation of permanent residential and transient housing in original residential Areas of Park City,
- B. encourage new Development along an important corridor that is Compatible with Historic Structures in the surrounding Area,
- C. encourage the rehabilitation of existing Historic Structures,

- D. encourage Development that provides a transition in Use and scale between the Historic District and the resort Developments,
- E. encourage Affordable Housing,
- F. encourage Development which minimizes the number of new driveways Accessing existing thoroughfares and minimizes the visibility of Parking Areas, and
- G. establish specific criteria for the review of Neighborhood Commercial Uses in Historic Structures along Park Avenue.

Background

The background of this application was outlined in the September 26, 2018, Planning Commission [Staff Report \(starting page 35\)](#), [Minutes \(starting page 9\)](#), and [Audio](#). On September 26th, the Planning Commission unanimously forwarded a positive recommendation to City Council for the approval of this plat amendment with a vote of 6-0.

Analysis

Staff has also outlined the Analysis in the September 26, 2018, Planning Commission [Staff Report \(starting page 35\)](#). Staff has added a number of Conditions of Approval to this plat amendment to address encroachments into the City's Park Avenue ROW as well neighboring properties.

Good Cause

Staff finds good cause for this Plat Amendment as the City will receive a snow storage easement along Park Avenue. This plat will also resolve existing encroachments into the City's right-of-way such as the fence, as well as the encroachment of the fence on to neighboring properties. Furthermore, if the plat is not approved, the applicant will not be able to move forward with their plans to construct a new single family house on this lot.

Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § 15-1-18.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

On September 12, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on September 8, 2018, according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives for City Council to Consider

- The City Council may approve the 1406 Park Avenue Plat Amendment, located at the same address; or
- The City Council may deny the 1406 Park Avenue Plat Amendment, located at the same address, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain and provide staff with direction to provide additional information necessary in order to make a final decision on the record of survey plat.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the suggested recommendation

Consequences of not taking the Planning Department's recommendation are that the metes and bounds parcel would not become a legal lot of record. No building permit could be issued to allow the applicant to construct a single family house.

Recommendation

Staff recommends City Council hold a public hearing and consider approving the 1406 Park Avenue Plat Amendment, located at the same address, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Attachments

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B – Surveys of Existing Conditions
Exhibit C –Site Photographs
Exhibit D –Lot Size Analysis

Ordinance No. 2018-53

AN ORDINANCE APPROVING THE 1406 PARK AVENUE PLAT AMENDMENT LOCATED AT 1406 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1406 Park Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on September 12, 2018, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on September 8, 2018 proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on September 26, 2018, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on September 26, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 23, 2018, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 1406 Park Avenue plat amendment located at 1406 Park Avenue.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The 1406 Park Avenue Plat Amendment located at 1406 Park Avenue, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1406 Park Avenue.
2. The site is not designated as historic on the City's Historic Sites Inventory.
3. On July 26, 2018, the applicant submitted a plat amendment application to the Planning Department to combine the existing metes and bounds parcel into a single lot of record measuring 3,557 square feet. It is Summit County Parcel SA-236.
4. The plat amendment application was complete on July 26, 2018.
5. There are several encroachments on this site. There is a wood fence that wraps the west (front), north (side) east (rear), and south (side) property lines; the fence encroaches over the west, north, and east property lines.

6. The existing house was constructed in 1912 and significantly altered between 1949 and 1982; it does not comply with the required setbacks. The applicant has proposed to demolish this house in order to redevelop the site.
7. The minimum required lot size in the Historic Residential Medium-Density (HRM) zoning district is 1,875 square feet for a single family house and 3,750 square feet for a duplex. The proposed lot size is 3,557 square feet; it complies for a single family house but does not comply for a duplex.
8. In the HRM Zoning District, there is no maximum building footprint. Rather, any new development will need to comply with the required setbacks as outlined in LMC 15-2.4.
9. This property is surrounded by single and multi-family dwellings. There is not a consistent house size in this neighborhood due to the mix of housing developments.
10. The proposed lot at 1406 Park Avenue measuring 3,557 square feet is much smaller than the typical lot sizes in this neighborhood. The average lot size is 18,738.50 square feet overall for lots in the 1300-1500 blocks of Park Avenue within the HRM Zoning District. The largest lot is at the Woodside Park Subdivision at 1353 Park Avenue (20,752 sf) and the smallest was the single-family development at 1323 Park Avenue (2,178 sf).
11. The minimum required lot width in the HRM zoning district is 37.50 feet; the proposed lot complies at 51.42 feet in width.
12. The minimum required setbacks in the HRM zone are 15 feet front yard, 20 feet for front-facing garages; the existing house complies with a 22 foot front yard setback.
13. The minimum required rear yard setback is 10 feet; the existing house does not comply with a 4 foot rear yard setback.
14. The minimum required side yard setbacks are 5 feet; the existing house complies with a 6.4 foot north side yard setback, and does not comply with a 4.9 foot south side yard setback. This is an existing non-complying condition.
15. The maximum building height above existing grade in the HRM zoning district is 27 feet. The existing house complies with a height of 15.8 feet.
16. The plat amendment will not create any new non-complying conditions. All non-complying conditions are currently in existence.
17. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. A 10 foot wide public snow storage easement along the frontage of Park Avenue is required and shall be provided on the plat.
5. There is a wood fence that wraps the west (front), north (side) east (rear), and south (side) property lines; the fence encroaches over the west, north, and east property lines. The applicant shall either remove the fence or relocate the fence within his property lines prior to recording the plat amendment.
6. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 23rd day of October, 2018.

PARK CITY MUNICIPAL CORPORATION

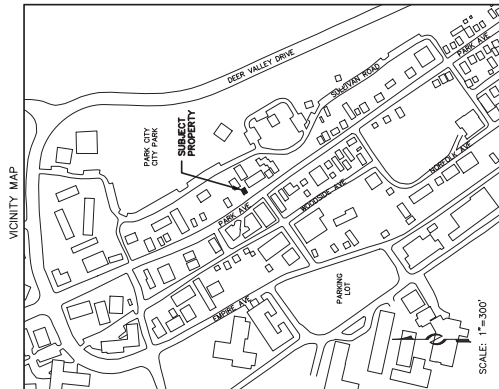
Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



LEGAL DESCRIPTION

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold license No. 7248891, as prescribed by the laws of the State of Utah, and that by authority of the owners, 1406 PARK AVENUE PLAT AMENDMENT has been reviewed under my direction, and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

Beginning at a point 1800 feet East along the Section line from the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence East along the Section line 13.90 feet; thence North $36^{\circ}56'00''$ West 13 feet; thence North $53^{\circ}28'00''$ East 58 feet; thence South $35^{\circ}59'00''$ East 52.08 feet; thence South $54^{\circ}01'00''$ West 69.03 feet; thence North $35^{\circ}59'00''$ West 46.69 feet to the point of beginning.

1592

beginning at a point on the Eastern right-of-way line of Park Avenue, said point being East 76° 59' 30" North, 176.92 feet; thence South 314° 00' 00" East, 176.92 feet to the corner of Township 2 West, Range 4 East, Soil Lake Base and Meridian (said point further described as being Township 2 West, Range 4 East, Soil Lake Base and Meridian at the intersection of 1400 North 2259' 18" North, 111.98 feet from the Park City Survey Monument at the intersection of 1400 North 2259' 18" North and Park Avenue [Basis of Bearing is North 82° 28' 43" East from said monument to the corner of said quarter corner of said Section 9], and running thence North 53° 30' 40" East 68.75 feet; thence South 35° 53' 20" East 52.08 feet; thence South 54° 06' 40" West 68.75 feet to said Eastern right-of-way line; thence North 35° 53' 20" East 51.42 feet along said Eastern right-of-way line to

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, Richard N. Erenkrook and Janice I. Erenkrook, husband and wife as joint tenants, hereby certify that they have caused this plat amendment to be recorded and this 1406 PARK AVENUE PLAT AMENDMENT to be prepared and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2018.

By _____
Richard M. Cleaves, Jr.
Lawson | Cleaves, Jr.

ACKNOWLEDGMENT

State of: _____

99: _____

County of _____, State of _____, 2018, Richard N. Ehrenkroop personally appeared before me, a duly qualified and authorized notary public in and for the State of California, and who by me been duly sworn/affirmed, that he acknowledged to me that he executed the 1406 PARK AVENUE PLAT AMENDMENT.

Notary Public

ACKNOWLEDGMENT

State of: _____

County of: _____

On this _____ day of _____, 2018, Janice L. Elventrook personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the 1406 PART AVEINUE PLAT AMENDMENT.

Notary Public

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2018-____ and removes the existing internal lines to unify the property into one lot of record.
2. See Record of Survey S-9471.
3. At the time of this plat amendment, the property is located in Zone AO as shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 919, Map Number 49043-02918E, and has been effective since March 16, 2006.

SHEET 1 OF 1

CERTIFICATE OF ATTEST	RECORDED
I HEREBY CERTIFY THIS PLAT MAP IS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2018. (Signature Required)	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ _____ FEE RECORDER _____ PAPER NO.
BY _____ PARK CITY RECORDER	TITLE DATE

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____
2018

BY _____ MAYOR

APPROVAL AS TO FORM _____
 APPROVED AS TO FORM THIS _____
 DAY OF _____, 2018
 BY _____

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2018
BY _____

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS
DAY OF _____, 2018
BY _____ CHAIR

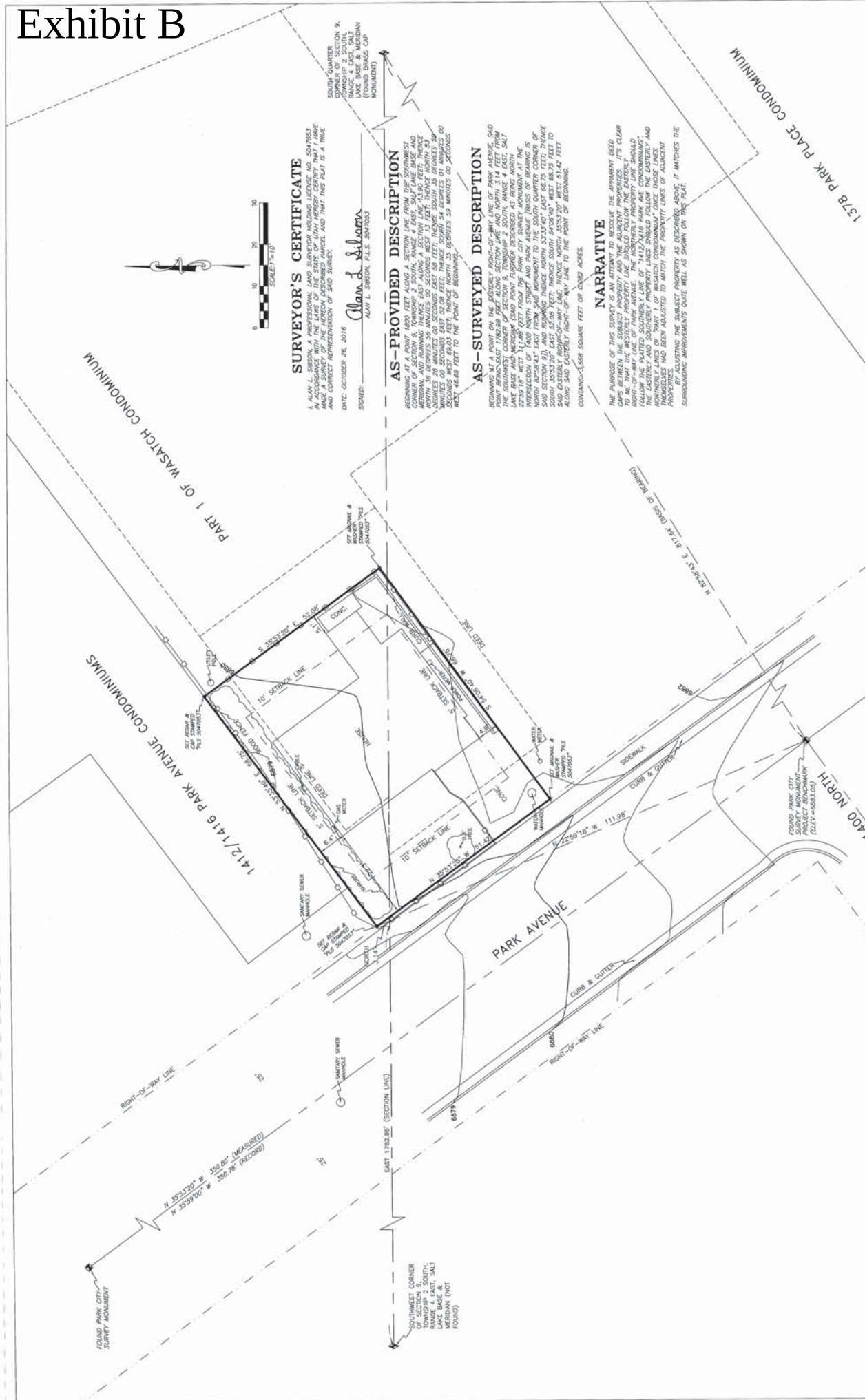
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
 RECLAMATION DISTRICT STANDARDS ON THIS _____
 DAY OF _____, 2018
 BY _____



(435) 648-9467

1406 PARK AVENUE PLAT AMENDMENT

PARTIALLY LOCATED IN BLOCK 23, SNYDER'S ADDITION TO PARK CITY,
THE SOUTHWEST QUARTER OF SECTION 9
AND THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY SUMMIT COUNTY UTAH



SIBSON ASSOCIATES LAND SURVEYORS BOUNDARY TOPOGRAPHIC & CONSTRUCTION SURVEYS 33 EAST 100 NORTH, AMERICAN FORK, UTAH 84003				RICHARD EHRENKROOK 1406 PARK AVENUE, PARK CITY SUMMIT COUNTY, UTAH		BOUNDARY SURVEY		SHEET NO. 1 OF ONE
REVISIONS: 10/27/16 1/17/18 ADDED COR. INFO 1/25/18 ADDED COR. INFO 3/28/18 ADDED UNITS		DRAWN BY: ALS CHECKED BY: ALS DATE: 10/23/16 JOB NO.: 16-071		SURVEYED BY: ALS CALCULATED BY: ALS EPOCH: 25 DWD: DOWNSIDE-A&E CRT.		SHEET DESCRIPTION		

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16,
AND THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
LOTS 2, 3 AND A PORTION OF LOT 4, BLOCK 23
SNYDER'S ADDITION TO PARK CITY
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



I, Charles Golati, certify that I am a Professional Land Surveyor 7248891, as prescribed by the laws of the State of Utah. I further supervise a survey has been performed on the herein described parcel. I hereby acknowledge this plot a correct representation of said survey.

I, Charles Golati, certify that I am a Professional Land Surveyor 7248891, as prescribed by the laws of the State of Utah. I further supervise a survey has been performed on the herein described parcel. I hereby acknowledge this plot a correct representation of said survey.

Beginning of a point 1800 feet East along the Section line from Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 13.90 feet; thence North 36°56'00" West 13 feet; thence South 35°59'00" East 52.08 feet; thence South 54°01'00" West 46.60 feet to the point of beginning.

Also described by as-surveyed description as follows:

Beginning at a point on The Easterly right-of-way line of Park Road, along the East line and North 3.14 feet from the South corner of said Section 9; thence South 87°06'40" West 68.75 feet along the East line, Split Lake Base and Meridian (said point being 225°56'18" West 111.98 feet from the Park City Monument at the corner of said Section 9); and running thence North 53°53'40" East 35°53'20" East 52.08 feet; thence South 54°06'40" West 68.75 feet along the East line, Split Lake Base and Meridian (said point being 225°56'18" West 111.98 feet from the Park City Monument at the corner of said Section 9); and running thence North 53°53'40" East 35°53'20" East 52.08 feet; thence South 54°06'40" West 68.75 feet along the East line, Split Lake Base and Meridian (said point being 225°56'18" West 111.98 feet from the Park City Monument at the corner of said Section 9).

1. Routes

- | | | | | | | | | |
|------|-------|------|------|-------|------|-----|------|-----|
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| | acce | map | surv | perf | Elev | | | |
| | | Park | appe | foun | | | | |
| | | | encl | | | | | |



	(435) 662-9487 CONSULTING ENGINEERS LAW PLANNERS SURVEYORS 101 Main Street, 7th Fl. New York, NY 10038-3201	STAFF: CHAI CHIP TOMCROEN JAMES W. KING RYAN BETZ	SUPPLEMENTAL EXISTING CONDITIONS MAP 1406 PARK AVENUE	SHEET 1
		FOR: RICH EHRENKROOK FILE NO.: 4-46-18 FILE: \\c:\project\addition\dwg\c\enr\2018\040518-1406 Park Ave\040518.dwg	DATE: 7/2/18	OF 1

Exhibit C



1406 Park Avenue - looking northerly



1406 Park Avenue - looking easterly



1406 Park Avenue - looking southeasterly



1406 Park Avenue - looking southerly



1406 Park Avenue - looking westerly

Exhibit D

Comparison of Neighboring Lot Sizes at 1406 Park Avenue

Address	Lot Size (SF)	Use
1301 Park Avenue	6,534.00	Single-family
1313 Park Avenue	4,791.60	Single-family
1323 Park Avenue	2,178.00	Single-family
1327 Park Avenue	6,098.40	Single-family
1353 Park Avenue	20,752.00	Multi-Family
1359 Park Avenue	3,884.10	Single-family
1373 Park Avenue	5,662.80	Single-family
1375 Park Avenue	4,061.00	Multi-Family
1378 Park Avenue	11,077.21	Multi-Family
1384 Park Avenue	6,630.00	Multi-Family
1399 Park Avenue	6,850.00	Multi-Family
1403 Park Avenue	14,839.60	Multi-Family
1406 Park Avenue	3,557.00	Single-family
1412-1418 Park Avenue	11,714.14	Multi-Family
1415 Park Avenue	9,071.60	Multi-Family
1420 Park Avenue	16,970.00	Single-family
1435 Park Avenue	10,537.00	Multi-Family
1438 Park Avenue	12,734.40	Multi-Family
1450-1460 Park Avenue	18,294.00	Multi-Family
1451 Park Avenue	9,596.27	Multi-Family
1465 Park Avenue	10,018.80	Multi-Family
1470 Park Avenue	9,365.40	Multi-Family
1475 Park Avenue	8,113.00	Multi-Family
1476-1486 Park Avenue	12,714.00	Multi-Family
1483 Park Avenue	4,438.00	Multi-Family
1488 Park Avenue	4,791.60	Single-family
1492 Park Avenue	8,414.00	Multi-Family
1493 Park Avenue	10,758.00	Multi-Family
1500 Park Avenue	12,196.80	Commercial (7-11)
Average Lot Size (ALL)	18,738.50	
Average Lot Size (Single Family Hous	6,051.94	

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Kirsten Whetstone

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance No. 2018-54, an Ordinance Approving the Moon Shadow Condominiums Plat, Located on Lot 1 of the Village at Empire Pass North Subdivision, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Moon Shadow Condo Staff Report, Ordinance and Exhibits](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: Moon Shadow Condominiums
Author: Kirsten Whetstone, AICP- Senior Planner
Project #: PL-18-83848
Date: October 23, 2018
Type of Item: Legislative – Condominium Plat

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Moon Shadow Condominiums plat located at 8945 Marsac Avenue (Lot 1 of the Village at Empire Pass North Subdivision) and consider approving the application based on Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

Executive Summary/Proposal

The Moon Shadow Condominiums application is a request for a condominium plat for eight (8) PUD style units/lots with access on a private street located off Marsac Avenue (Exhibit A). The units are located on Lot 1 of the Village at Empire Pass North Subdivision subject to the 2007 Amended Flagstaff Development Agreement (Amended Agreement) ([Exhibit E- link](#)) and the Village at Empire Pass Master Planned Development (VEP MPD). PUD style units are described in the Amended Agreement as “clustered, detached, single family or duplex units with common open space and coordinated architecture.”

Lot 1 consists of 6.77 acres. Proposed condominium units (lots) range in area from 0.48 to 0.98 acres. The applicant proposes a total of thirty-one (31) Unit Equivalents (UE) or 62,000 square feet of floor area to be divided among eight (8) condominium units. The condominium plat identifies sufficient private area to accommodate a typical 4,000 sf building pad with remaining lot area designated as common area. No building height exceptions are requested.

An existing conditions survey, utility and grading plans, construction plans for the private street and utilities, a slope analysis, aerial photo and photos of the site and architectural design guidelines were submitted with the application ([See link to all Exhibits](#) p. 68). Conditions of approval regulate construction limits of disturbance, vegetation protection and landscaping. Public trail easements are dedicated within the ROS zoned portion.

Administrative Conditional Use permits (ACUP) are required prior to building permit issuance for PUD style units. Supplemental condominium plat approvals memorializing private, common and limited common area of each unit are required prior to issuance of certificates of occupancy. Each supplemental plat will also provide documentation of the final UEs and unit counts. No commercial density is allocated or approved at this site.

No deed restricted affordable units are required, or proposed for this site as the

remainder of the required on-mountain deed restricted units (8.05 AUE) for the Flagstaff Annexation and Development Agreement have been assigned to a) Lot 1 of the B2 East Subdivision (4.2 AUE), b) Lodge Building 1 (Residences at the Tower) (0.75 AUE), c) Lodge Building 3 (Empire Residences) (1.1 AUE), and d) Lodge Building 4 (2 AUE). Lodge Building 1 is currently under review for a Conditional Use Permit and Condominium Plat and Lodge Building 3 is currently under review for a building permit. No development applications have been submitted for the other two properties.

Front setback exceptions are requested, as permitted by LMC Section 15-2.13.3 (C) (1), in order to cluster the development closer to the private street given the relatively steep downhill slope of the lots (15%-40%) and to reduce the amount of cut and fill, manage excess driveway grades and surface area, protect significant vegetation, and increase separation from areas of 40% and greater slope. No height exceptions to the RD District requirements are proposed.

On September 26, 2018, the Planning Commission reviewed the proposed condominium plat and forwarded a unanimous positive recommendation to City Council. See [link to Planning Commission minutes](#) (p.12).

Description

Applicant:	Storied Deer Valley, LLC
Location:	8945 Marsac Avenue (Lot 1 of the Village at Empire Pass North Subdivision)
Zoning:	Residential Development (RD) and Recreation Open Space (ROS) subject to the Amended Flagstaff Development Agreement and Village at Empire Pass Master Planned Development (VEP MPD)
Adjacent Land Uses:	Open space, development parcels of the VEP MPD Pod A, other RD Zoned property and Ontario Mine Bench properties (PCMC and JSSD)
Reasons for Review:	Plat Amendments require Planning Commission review and City Council review and action.

Background

See the September 26, 2018, [Planning Commission Packet](#) (p. 53) for complete Background. The application was complete on August 2, 2018.

Purpose

See [LMC Section 15-2.13-1](#) for the purpose of the Residential Development (RD) District and see [LMC Section 15- 2.7-1](#) for the purpose of the Recreation Open Space (ROS) District.

Analysis

The property consists of 6.77 acres and the proposed condominium units (lots) range in area from 0.48 to 0.98 acres. The applicant proposes a total of thirty-one (31) Unit Equivalents (UE) and 62,000 square feet of total floor area to be divided among eight (8) condominium units. The plat identifies sufficient private area to accommodate a

typical 4,000 sf building pad with the remaining lot area designated as limited common.

The eight condominium units (lots) have frontage on a private street (a cul-de-sac). This layout is similar to the Belles and Nakoma PUD style detached units where each unit initially encompasses the lot area that is designated as private area. After construction of each unit, a supplemental condominium plat is required to identify private area of the actual built unit, as well as any limited common or common area. All units are located only within the RD Zoned portion of the property. Applicant submitted Architectural Design Guidelines for Moon Shadow Condominiums that reflect a unified architectural character, as well as consistency with the Empire Pass Design Guidelines.

This plat has been reviewed for compliance with the Flagstaff Development Agreement and Technical Reports, as well as the Village at Empire Pass MPD and Village at Empire Pass North Subdivision. [See link to September 26, 2018 Planning Commission Report \(p. 53\)](#) for additional Analysis and Exhibits.

Land Management Code Review

	LMC/MPD	Proposed
Height	28' (+5' for pitched roof)	No height exceptions requested.
Front setback	20' front, 25' to front facing garage (VEPMPD allows setback exceptions to internal lot lines), subject to criteria of the LMC Section 15-2.13.3 (C).	Requesting 15' front, 20' to front facing garage per LMC Section 15-2.13.3 (C) (1). Property line is the back of the street gutter, consistent with all private streets at Empire Pass.
Rear setback	15'	15'
Side setbacks	12'	12'
Parking	Two spaces required per unit	Two spaces provided per unit
Total Floor Area	Development Agreement requires PUD style units to include all floor area, including all basement areas, into the Unit Equivalent (UE) calculations. 600 sf of garages are excluded.	62,000 sf (maximum of 7,750 sf of total floor area per unit) excluding 600 sf of garage area. Up to 31 UE of residential density are permitted.

Village at Empire Pass Master Planned Development (VEP MPD)

The purpose of the VEP MPD was to establish unit mix and density for the Mountain Village, as well as addressing overall project infrastructure throughout the Annexation Area. The VEP MPD established building volumetric diagrams, including specific height exceptions, density, and development location. No height exceptions were approved for

PUD style units. Prior to building permit issuance for any construction, applicants must receive Administrative Conditional Use Permits for all PUD style and townhouse units. There is not a separate development agreement for the VEP MPD. Site specific review is based on consistency and compliance with the Amended Flagstaff Development Agreement and Technical Reports.

The overall MPD development plan included larger denser buildings at the Village core with PUD style units and single family lots at the perimeter. The pattern of development of these proposed PUD style units is similar to the Nakoma PUD units that are located on a cul-de-sac off Marsac Avenue at the perimeter of the development. Lodge Buildings are located around the lifts, runs, and village amenities with attached multi-family units making up the next tier. The outer tier of units are single family lots like Banner Wood, North Side and Red Cloud and PUD style like Nakoma and Belles PUD.

The VEP MPD concept plan identified this property for 19 multi-family attached units (3 and 4 unit townhomes) with two access points to Marsac Avenue. The proposed density (in terms of number of units, traffic, and general activity) is reduced from 19 to 8 units. The proposed density of 62,000 sf (31 UE) is comparable to the 63,650 sf (31.83 UE) that could result from nineteen (19) multi-family units, using the average VEP MPD townhome size of 3,350 sf.

The proposed concept is similar to the Nakoma Condominium PUDs which are predominately second homes located on the perimeter of the development. A skier bridge is not part of this application and only one permanent entrance to Marsac has been approved by UDOT. The proposed project results in one less road intersection with Marsac Avenue and less site grading due to the reduction of roads and driveway areas. The proposed project is consistent with the approved VEP MPD, the Village at Empire Pass North subdivision and the Amended Flagstaff Development Agreement.

Good Cause

Staff finds good cause for this condominium plat as it is consistent with and provides for orderly development of the Village at Empire Pass MPD, is consistent with the overall development pattern envisioned by the Amended Agreement, is a reduction in the MPD concept density (from nineteen attached multi-family units), provides dedication of public trail and utility easements and is in compliance with the Amended Agreement, including the 15 Technical Reports.

Process

Approval of this condominium plat application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § 15-1-18.

Department Review

This application has been reviewed by Planning, Engineering, Legal, and Executive.

Notice

On September 12, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice

Website and the Park Record on September 8, 2018, according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Moon Shadow Condominiums plat located at 8945 Marsac Avenue as conditioned or amended; or
- The City Council may deny the Moon Shadow Condominiums plat and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Moon Shadow Condominiums plat to a future date.

Significant Impacts

There are no significant fiscal or environmental impacts from this application that have not been addressed with conditions of approval.

Summary Recommendation

Staff recommends the City Council hold a public hearing for the Moon Shadow Condominiums plat located at 8945 Marsac Avenue (Lot 1 of the Village at Empire Pass North Subdivision) and consider approving the application based on Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

Exhibits

Ordinance

Exhibit A – Proposed Condominium plat

([See link to September 26, 2018 Planning Commission Staff Report for all other Exhibits](#)- Exhibits begin on page 68)

Ordinance No. 2018-54

**AN ORDINANCE APPROVING THE MOON SHADOW CONDOMINIUMS PLAT,
LOCATED ON LOT 1 OF THE VILLAGE AT EMPIRE PASS NORTH SUBDIVISION,
PARK CITY, UTAH.**

WHEREAS, the owners of the property known as Lot 1 of the Village at Empire Pass North Subdivision, have petitioned the City Council for approval of the Moon Shadow Condominiums plat; and

WHEREAS, the property was properly noticed and posted on September 12, 2018, according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was published on September 8, 2018, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on September 26, 2018, to receive input on the Moon Shadow Condominiums plat; and

WHEREAS, the Planning Commission, on September 26, 2018, forwarded a unanimous positive recommendation to the City Council; and,

WHEREAS, the City Council held a public hearing on October 23, 2018, to receive input on the Moon Shadow Condominiums plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Moon Shadow Condominiums plat.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Moon Shadows Condominiums plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law and Conditions of Approval:

Findings of Fact:

1. Moon Shadow Condominiums plat for eight (8) units and a private cul-de-sac is located at 8945 Marsac Avenue on the 6.77 acre Lot 1 of the Village at Empire Pass North subdivision.
2. Lot 1 is located in the RD-MPD and ROS-MPD zoning districts.
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999. The Agreement was amended in 2007. The Amended Agreement is the equivalent of a Large-Scale Master Plan and sets forth maximum densities, location of densities, and developer-offered amenities, requirements and obligations.

4. The Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units does not exceed 60.
5. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass that identified the area of this proposed plat for multi-family condominium units, subject to density limitations of the Amended Flagstaff Development Agreement.
6. On June 15, 2017, the City Council approved the Village at Empire Pass North Subdivision creating four lots of record. Lot 1, the subject lot of this condominium plat, is 6.77 acres in area, and sufficient in size to cluster the proposed eight PUD style units accessing a private cul-de-sac.
7. Only RD zoned portions of the property are designated as private area and no units are allowed to be constructed in the ROS zoned portions.
8. The private cul-de-sac has access to Marsac Avenue (aka SR 224) and the applicant has obtained a conditional access permit and encroachment permit from UDOT for a secondary access for construction of the private street. The private cul-de-sac, to be known as Moon Shadow Court, is designed with the Fire District required total width of thirty feet (30') (roadway plus 24" roll gutters on both sides) as well as the required cul-de-sac diameter of ninety-six (96') feet.
9. No affordable housing units are required as part of this condominium plat. Final on-mountain affordable housing obligations are to be incorporated into the remaining Village at Empire Pass MPD Lodge Buildings 1, 3 and 4, as well as future condominium buildings at B2 East Subdivision (Parcel B2 MPD Phase 2), as noted on the respective subdivision plats.
10. At the time of final construction and re-platting, all floor area including basement area and garage space greater than 600 square feet, will be counted towards the Unit Equivalents as allowed by the Flagstaff Development Agreement.
11. Applicant submitted Architectural Design Guidelines for the Moon Shadow Condominiums that reflect a unified architectural character, as well as consistency with the Empire Pass Design Guidelines.
12. The proposed pattern of development and this condominium plat are consistent with the approved Village at Empire Pass MPD and the Village at Empire Pass North Subdivision in terms of density, unit type, location and layout of units.
13. A total of 60 PUD style units are allowed within Pods A, B1 and B2 subject to the Amended Agreement. Fifty-two (52) PUD style units are currently platted and/or constructed within the Mountain Village in Pods A and B1, not including these units. There are no PUD style units platted in Pod B2.
14. Up to thirty (31) Unit Equivalents (62,000 sf) are proposed to be divided between the eight (8) PUD style units, subject to all requirements of the 2007 Amended Flagstaff Development Agreement.
15. This parcel was identified as 19 multi-family attached units. While the MPD did not call out a specific density, multi-family townhouses have been approved with density ranging from 2,500 to 5,000 sf of floor area (Larkspur Townhouses in Pod A range

from 3,250 sf to 3,450 sf per unit and average 3,350 sf). The 19 multi-family attached units of the concept plan would have resulted in between 47,500 sf to 95,000 sf of residential floor area (or 63,650 sf if each unit was on average 3,350 sf similar to the nearby Larkspur units).

16. The proposed density (in terms of number of units, traffic, and general activity) is reduced from 19 to 8 units. The proposed density in terms of total square feet and UE (up to 62,000 sf (31 UE) is between the 47,500 sf and 95,000 sf that the 19 multi-family attached concept would have resulted in, had the units been between 2,500 sf and 5,000 sf. By comparison, nineteen (19) multi-family units at the 3,350 sf Larkspur average size would have resulted in a total of 63,650 sf (31.83 UE).
17. The proposed project results in one less road intersection with Marsac Avenue, less site grading due to the reduction of road and driveway areas and less than the floor area of the VEP MPD planned townhouse units. The net square footage of the proposed project is less than or consistent with the townhouses planned in the VEP MPD.
18. The PUD concept is similar to the Nakoma Condominium PUDs which are predominately second homes. The skier bridge is not part of this application and only one permanent entrance to Marsac has been approved by UDOT.
19. The proposed 8 unit PUD style plat is consistent with the approved VEP MPD, the Village at Empire Pass North subdivision and the Amended Flagstaff Development Agreement.
20. Two parking spaces are required for each unit.
21. Maximum Building Height in the RD District is 28' (33' allowed with a minimum 4:12 pitched roof).
22. Fifteen foot (15') front setbacks (20' to the front of the garage) are approved to cluster units closer to the private street in order to decrease cut and fill, decrease driveway area, increase the separation from areas of 40% and greater slope, and to protect additional existing vegetation. Building pads are located a minimum of 10' from slopes 40% and greater, with the exception of topographic slope anomalies located on units A and D that are under the minimum threshold measurements of 25' rise and 50' run.
23. The MPD requires Construction Mitigation Plans to be submitted with each ACUP and building permit addressing all requirements of the Amended Agreement and Technical Reports.
24. Additional Recreational Trail Easements are dedicated outside of those identified in the existing Flagstaff Development Agreement. Easements for both existing and proposed trails are dedicated on the plat.

Conclusions of Law:

1. There is good cause for this condominium plat.
2. The condominium plat is consistent with the Amended Flagstaff Annexation and Development Agreement, the Village at Empire Pass North Subdivision, the Park City Land Management Code and applicable State laws regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat.

4. Approval of the condominium plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the condominium plat for compliance with State law, Land Management Code, 2007 amended Flagstaff Development Agreement, the Village at Empire Pass MPD, and these conditions of approval, prior to recordation of the plat.
2. The applicant will record the condominium plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void unless an extension is requested prior to expiration and is granted by the City Council.
3. City Engineer and SBWRD approval of the final infrastructure and utility plans is a condition precedent to plat recordation.
4. A non-expired UDOT conditional access permit and encroachment permit shall be obtained prior to construction of the private road that accesses from Marsac Avenue (aka SR 224).
5. SBWRD shall be included in the Owner's Dedication.
6. Conditions of approval of the Village at Empire Pass MPD (Pod A) and the Village at Empire Pass North Subdivision plat continue to apply.
7. An administrative Conditional Use Permit for each of the eight dwellings is required prior to issuance of any building permits for the units. ACUPs maybe combined.
8. All administrative Conditional Use Permit applications and approvals are subject to the Amended Development Agreement and Technical Reports as approved or amended.
9. The plat shall note that a declaration of condominium and a supplemental condominium plat for each unit shall be approved and recorded at Summit County prior to issuance of a certificate of occupancy. Supplemental plats may be combined.
10. The plat shall note that a Construction Mitigation Plan, including truck routing, is a submittal requirement for each administrative Conditional Use Permit and building permit.
11. The plat shall note that a final grading and utility plan, including storm water and drainage plans shall be submitted with each administrative Conditional Use Permit application. No building permits shall be issued until all necessary utility easements are recorded.
12. Building designs are subject to review by the Empire Pass Design Review Board.
13. The plat shall note that a landscape plan, including provisions for water-efficient irrigation systems and drought tolerant plantings with limited turf, is a submittal requirement for each administrative CUP application and building permit. An arborist report, identifying trees and the general condition of any trees located outside of the building pad that are proposed to be removed, is required to be submitted with the landscape plans. Final landscape plans, including plans to remove trees outside of the building pad, are subject to review by the Design Review Board prior to building permit issuance.

14. The plat shall note that a fire protection plan is a submittal requirement for each building permit and shall include fire protection in the form of residential sprinklers and landscaping that complies with Urban Wildland Interface requirements of the Park City Building Department at the time of building permit issuance.
15. The plat shall note that fire sprinklers will be required for new construction on the lots per the Chief Building Official at the time of review of building permits.
16. The plat shall note that at the time of final construction and re-platting with supplemental condominium plats, all floor area including basement area and any garage space greater than 600 square feet will be counted towards the Unit Equivalents as allowed by the Flagstaff Development Agreement.
17. The plat shall note that a maximum of 31 Unit Equivalents of residential density may be utilized for the eight units and each unit shall not exceed 7,750 total square feet, including all floor area, including all basement areas and excluding 600 square feet of garage area.
18. The plat shall note that no more than eight residential PUD style units are allowed on this property.
19. The plat shall note that no commercial density is allocated to this property with this plat.
20. The plat shall note that at the time of plat recordation, Moon Shadow Condominiums includes land within the RD Zone and additional lands within the ROS Zone. The ROS zoning line shall be indicated on plans submitted with the administrative conditional use permit applications. All construction of units shall be restricted to the RD zoned portion. Construction disturbances within ROS portions are subject to the Amended Development Agreement and associated Technical Reports.
21. The plat shall note that setback exceptions allow a minimum front setback of 15' with a minimum front setback to a front facing garage of 20'. All other LMC setbacks, setback exceptions and building height requirements of the RD Zone apply.
22. A financial guarantee, in a form and amount acceptable to the City and in conformance with these conditions of approvals, for the value of all required public and private improvements, shall be provided to the City prior to plat recordation. All public and private improvements shall be completed according to City standards prior to release of this guarantee. Ten percent of the guarantee shall be held by the City for the warranty period and until such improvements are accepted by the City.
23. All required easements for trails will be provided prior to plat recordation.
24. A ten foot (10') wide snow storage easement shall be dedicated to the Empire Pass Master Owners Association along the private street frontage of the lots.
25. All existing and required easements, based on review by the City Engineer, Department of Public Utilities and SBWRD will be shown on the plat prior to recordation, including utilities, storm drainage, access (public, utility and emergency), and snow storage.
26. The plat shall note that utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
27. The plat shall note that this development is part of a common plan development and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.
28. The plat shall note that public safety access and public utility easements are hereby

- dedicated for all public and private streets.
29. The plat shall note that trees, structures and retaining walls shall not be located within SBWRD easements.
 30. A plat note shall state that all Units will require privately owned and operated wastewater ejector pumps for wastewater service.
 31. The plat shall note that the private street shall be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration.
 32. The plat shall note that prior to building permit issuance, documentation from UDOT showing a valid, non-expired approval of access to Lot 1 off Marsac Avenue is required. Approval of the location of permanent access shall also be approved by the City Engineer.
 33. Additional Recreational Trail Easements will be dedicated outside of those identified in the existing Flagstaff Development Agreement. Easements for both existing trails and a proposed new trail will be identified on the plat prior to recordation and a plat note shall indicate that once constructed and or re-constructed these public trails will be considered to be within a fifteen foot public trail easement.
 34. Moon Shadow Court (a private street) shall also be dedicated as "Public Utility Access for purposes of operation and maintenance.
 35. There shall be 30' wide public utility easements dedicated as Park City Water Service District easements for the purpose of operating, maintaining, repairing, eventual replacement and upgrade of one or more underground pipelines and appurtenances for conveyance, distribution, and/or transmission of water. The exact location of these easements shall be approved by the City Engineer prior to recordation of the plat.
 36. The Building Pad shall be considered the Limits of Disturbance for each condominium unit. Forest health restoration and landscaping consistent with the Arborist reports and visual analysis, similar to the Red Cloud Subdivision conditions, that allows an additional disturbance area within 20 feet of the building foundation. Driveways and utility installation are exempt. Construction of units, patios, retaining walls and other permanent structures, such as gazebos, hot tubs, fire pits, etc. are not allowed in the ROS zoned area.
 37. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 23rd day of October, 2018.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

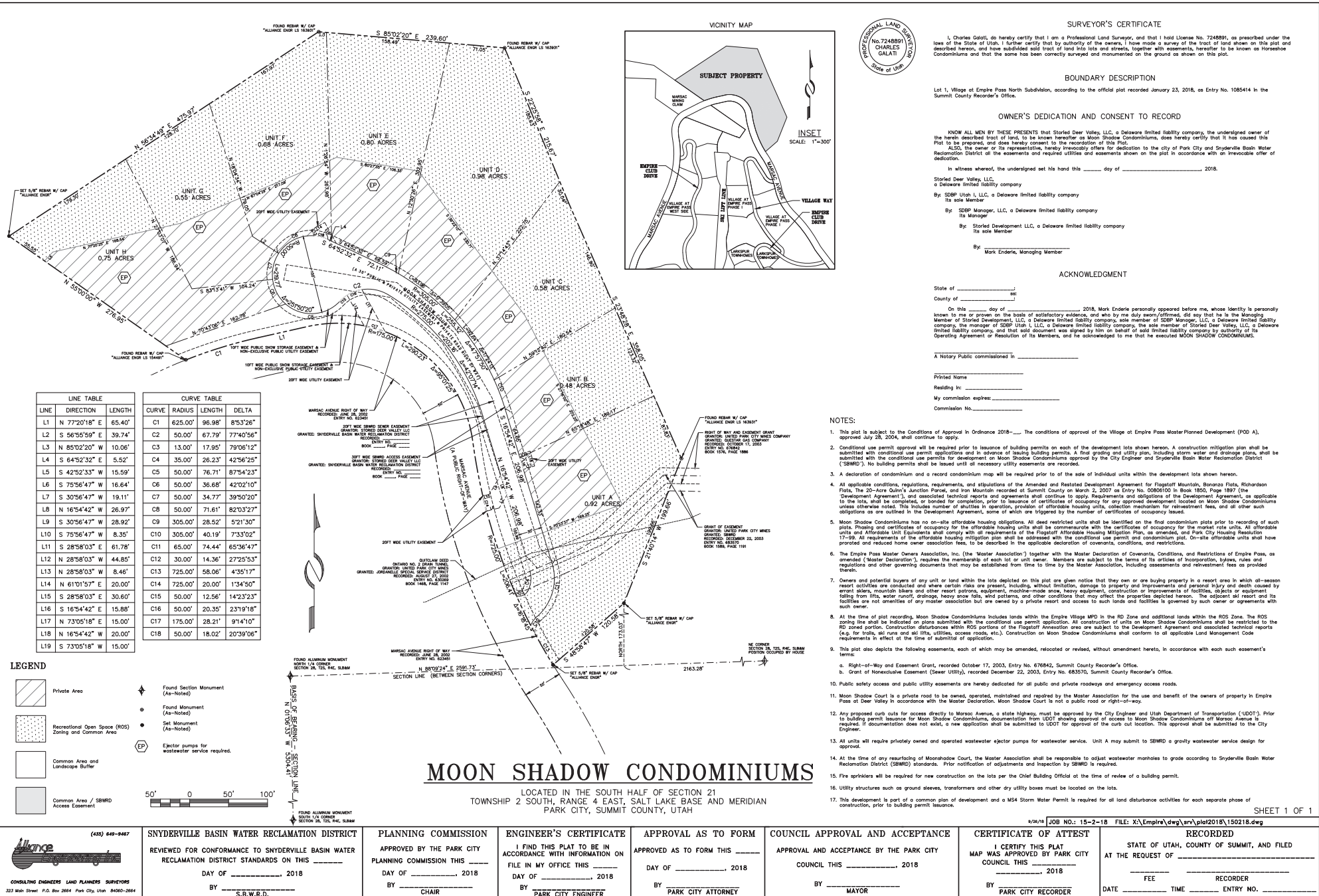
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – Moon Shadow Condominium plat

EXHIBIT A



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248991, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided and laid out lots and streets, together with easements, hereafter to be known as Horsehoe Condominiums and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Lot 1, Village at Empire Pass North Subdivision, according to the official plat recorded January 23, 2018, as Entry No. 1085414 in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Starled Deer Valley, LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as Moon Shadow Condominiums, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recording of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the City of Park City and Snyderville Basin Water Reclamation District all the easements and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this ____ day of _____, 2018.

Starled Deer Valley, LLC,
 a Delaware limited liability company
 By: SDBP Utah I, LLC, a Delaware limited liability company
 its Manager
 By: SDBP Manager, LLC, a Delaware limited liability company
 its Manager
 By: Starled Development LLC, a Delaware limited liability company
 its Manager
 By: Mark Enderle, Managing Member

ACKNOWLEDGMENT

State of _____
 County of _____

On this ____ day of _____, 2018, Mark Enderle personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/officers, did say that he is the Managing Member of Starled Development, LLC, a Delaware limited liability company, and that he is the sole member of Starled Deer Valley, LLC, a Delaware limited liability company, and that said documents were signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed MOON SHADOW CONDOMINIUMS.

A Notary Public commissioned in _____
 Printed Name _____
 Reading In: _____
 My commission expires: _____
 Commission No. _____

- NOTES:**
- This plat is subject to the Conditions of Approval in Ordinance 2018-____. The conditions of approval of the Village at Empire Pass Master Planned Development (POD A), approved July 28, 2008, shall continue to apply.
 - Conditional use permit approval will be required prior to issuance of building permits on each of the development lots shown hereon. A construction mitigation plan shall be submitted with conditional use permit applications and in advance of issuing building permits. A five-acre area of utility plan, including storm water use and drainage plans, shall be submitted with the conditional use permit application for development on Moon Shadow Condominiums approved by the City Engineer and Snyderville Basin Water Reclamation District ("SBWRD"). No building permits shall be issued until all necessary utility easements are recorded.
 - A declaration of condominium and a record condominium map will be required prior to the sale of individual units within the development lots shown hereon.
 - All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quin's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements shall continue to apply. Requirements and obligations of the Development Agreement, as applicable to the lots, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Moon Shadow Condominiums unless otherwise noted. This includes number of shuttles in operation, provision of affordable housing units, collection mechanism for restoration fees, and all other such obligations as are outlined in the Development Agreement, some of which are triggered by the number of certificates of occupancy issued.
 - Moon Shadow Condominiums has no on-site affordable housing obligations. All deed restricted units shall be identified on the final condominium plat prior to recording of such plat. Planning and certificates of occupancy for the affordable housing units shall be commensurate with the certificates of occupancy for the market rate units. All affordable units and Affordable Unit Equivalents shall comply with all requirements of the Flagstaff Affordable Housing Mitigation Plan, as amended, and Park City Housing Resolution 17-28. As requirements of the affordable housing mitigation plan and the affordable use permit and condominium plat. On-site affordable units shall have prioritized and reduced home association fees, to be described in the applicable declaration of covenants, conditions, and restrictions.
 - The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration") requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and assessments fees as provided therein.
 - Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by erosion slides, mountain slides and other resort patterns, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted herein. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.
 - At the time of plat recording, Moon Shadow Condominiums includes lands within the Empire Village MPD in the RD Zone and additional lands within the ROS Zone. The ROS zoning line shall be indicated on plans submitted with the conditional use permit application. All construction of units on Moon Shadow Condominiums shall be restricted to the RD zoned portion. Construction disturbances within ROS portions of the Flagstaff Annexation area are subject to the Development Agreement and associated technical reports (e.g., for trails, all-terrain vehicles, snowmobiles, and all-terrain vehicles, snowmobiles, and all-terrain vehicles). Construction on Moon Shadow Condominiums shall conform to all applicable Land Management Code requirements in effect at the time of submission of application.
 - This plat also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with such easement's terms:
 a. Right-of-Way and Easement Grant, recorded October 17, 2003, Entry No. 676842, Summit County Recorder's Office.
 b. Grant of Nonexclusive Easement (Seaw Utility), recorded December 22, 2003, Entry No. 683570, Summit County Recorder's Office.
 - Public safety access and public utility easements are hereby dedicated for all public and private roadways and emergency access roads.
 - Moon Shadow Court is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Moon Shadow Court is not a public road or right-of-way.
 - Any proposed curbs cuts for access directly to Marsac Avenue, a state highway, must be approved by the City Engineer and Utah Department of Transportation ("UDOT"). Prior to building permit issuance for Moon Shadow Condominiums, documentation from UDOT showing approval of access to Moon Shadow Condominiums off Marsac Avenue is required. If documentation does not exist, a new application shall be submitted to UDOT for approval of the curb cut location. This approval shall be submitted to the City Engineer.
 - All units will require privately owned and operated wastewater ejector pumps for wastewater service. Unit A may submit to SBWRD a gravity wastewater service design for approval.
 - At the time of any resurfacing of Moonshadow Court, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of adjustments and inspection by SBWRD is required.
 - Fire sprinklers will be required for new construction on the lots per the Chief Building Official at the time of review of a building permit.
 - Utility structures such as ground devices, transformers and other dry utility boxes must be located on the lots.
 - This development is part of a common plan of development and a M44 Storm Water Permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.

4403 649-9487

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2018
 BY _____ S.B.W.R.D.

PLANNING COMMISSION
 APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2018
 BY _____ CHAIR

ENGINEER'S CERTIFICATE
 I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2018
 BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS _____ DAY OF _____, 2018
 BY _____ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
 APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____, 2018
 BY _____ MAYOR

CERTIFICATE OF ATTEST
 I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____, 2018
 BY _____ PARK CITY RECORDER

RECORDED
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ DATE _____ TIME _____ ENTRY NO. _____

7/26/18 JOB NO.: 15-2-18 FILE: X:\Empire\dwg\an\plat2018\150218.dwg

323 Main Street P.O. Box 2064 Park City, Utah 84060-2064

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Blake Fannesbeck

Submitting Department: Transit

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Request to Authorize the City Manager to Execute a Contract with Proterra, Inc., for a Total Amount of \$5,066,089.00 in a Form Approved by the City Attorney, for the Purchase of Seven (7) 35-Foot Battery-Electric Low Floor Buses, and Seven (7) Power Control System Depot Chargers, Through the Federal Transit Administration (FTA) 5339c "Low-No Emission" Grant Program in Partnership with the Utah Department of Transportation (UDOT) in an Amount Not to Exceed \$1,063,879 of Local Matched Funds
(A) Public Input (B) Action

Suggested Action:

Attachments:

[2018 Proterra Electric Bus Purchase Staff Report](#)

[2017 Proterra Letter of Support](#)

[Bus Services Agreement](#)



City Council Staff Report

Subject: Proterra Battery Electric Bus Purchase Contract
Author: Blake Fannesbeck
Department: Transit Department
Date: October 23, 2018
Type of Item: Consent Agenda

Summary Recommendation

Request to Authorize the City Manager to execute a Contract with Proterra, Inc., in a form approved by the City Attorney, for the purchase of seven (7) 35-foot battery-electric LOW FLOOR BUSES, and seven (7) Power Control System Depot Chargers, through the Federal Transit Administration (FTA) 5339c "Low-No Emission" grant program in partnership with the Utah Department of Transportation (UDOT) in an amount not to exceed \$1,063,879 of local matched funds. Contract total not to exceed \$5,066,089.

Executive Summary

The Transit Department is proposing entering into a service provider agreement with the electric bus manufacturer Proterra to procure seven (7) zero-emission E2 Series battery-electric buses that meet FTA Low-No Emission Grant Program specifications to replace seven (7) diesel buses that have reached their useful life of twelve (12) years. FTA funds have been awarded through UDOT with a delivery date of early winter 2019. Seven (7) "Depot Chargers" or Proterra Power Control System (PCS) units plus Charging Dispensers will be installed in the Public Works bus barn and used to charge the E2 Series Buses overnight. An overnight Depot Charger is anticipated to power buses up to 250 miles.

A Battery Lease Agreement for the seven Proterra buses is included under a separate agreement.

Acronyms

BRT – Bus Rapid Transit
FTA – Federal Transit Administration
RFP – Request for Proposals
UDOT – Utah Department of Transportation

The Opportunity

Due to rapid advancement with overnight charging, increased battery efficiencies, and a combination of current fast charge technology electric buses can now be fully considered on most routes within the comprehensive Park City Transit system. These seven new electric buses further accelerate the City Councils Energy goal.

Background

- 2016 Short-Range Transit Development Plan(s) identified that future consideration be given to electric buses as they continue to rapidly evolve.
- 2017 Park City Transit Department received a 5339c FTA “Low-No” grant (for the purchase of buses, related equipment and facilities), which reimbursed 79% of the total \$4,926,075 cost or \$3,905,378 for six (6) rapid charge electric buses. FTA Grants are administered through UDOT. Park City Municipal was responsible for the remaining 21% or \$1,020,697 of local matched funding - \$520,697 went towards the electric bus procurement; the remaining \$500,000 of local match was assigned for the installation of purchased charging equipment.
- Through research Proterra was again found to be the sole service provider of battery electric technology that fits the needs of Park City Transit. See attached Letter of Support to partner with Park City Municipal from June 2017.
- 2018 Park City Transit Department received a subsequent 5339c FTA “Low-No” grant totaling \$500,000, which will reimburse 10%, and \$3,502,210 in FTA 5311 funds (originally for replacement of older diesel buses) are to reimburse 69% of the total combined costs of \$5,066,089 or \$723,727 for each of the seven (7) E2 electric buses with custom configuration, and an equally divided portion of spare parts package and depot chargers. Park City Municipal is responsible for remaining 21% or \$1,063,879 of local matched funds.
- These buses will be ready for route service winter 2019.

<u>Date</u>	<u>Item</u>
October XX, 2017	Proterra Service Provider Agreement 2018
June 14, 2017	Proterra Letter of Support

Alternatives for City Council to Consider

1. Recommended Alternative:

Order seven (7) E2 battery-electric buses from Proterra

Pros

- a. Continued positive impact to Transit’s environmental footprint
- b. Winter 2019 route service to commence

Cons

- a. Daily redundancy required from newest electric batteries, will eventually necessitate increased charging infrastructure or risk wait times at chargers. Batteries still lack capabilities to backup and store energy during power outages.

2. Delay the order seven (7) battery-electric buses from Proterra.

Pros

- a. There are no pros

Cons

- a. Delay will cause Proterra to push production to 2020 or beyond

3. Null Alternative:

Do not approve the contract for the procurement of seven (7) battery-electric buses from Proterra

Pros

- a) No Pros

Cons

- a) Transit will be severely delayed in meeting Council's Net-Zero Carbon Resolution
- b) Transit will need to buy seven (7) clean diesel buses which will take an additional 18 months to replace the current old diesel buses.

Analysis

As part of the FTA Low-No Grant program, Park City has again partnered with Proterra Inc. to procure seven (7) zero-emission Proterra E2 electric buses to replace diesel buses that have reached their useful life of 12 years. Proterra's proposed combined costs of seven (7) buses is \$5,066,089 or \$723,727 for each of the seven (7) E2 electric buses with custom configuration, and an equally divided portion of spare parts package and depot chargers. In 2017 Park City Transit Department received a subsequent 5339c FTA "Low-No" grant totaling \$500,000, which will reimburse 10% or \$3,502,210 and FTA 5311 funds are to reimburse 69% of the total cost. Park City Municipal is responsible for the remaining 21% or \$1,063,879 of local matching funds. Participation in the FTA Low-No Program will help Park City Transit reduce emissions and lower the cost of ownership of its transit fleet.

This second year procurement more than doubles the existing number of electric buses on Park City Transit from 6 to 13. When electric buses replace diesel buses at the end of their useful life, the average fuel efficiency is increased along with decreased overall operating costs. The new procurement of E2 electric buses will charge mainly via an overnight trickle charge from a Depot Charger installed within Public Works garages. With an unprecedented 250 mile battery range, electric buses only necessitate a single midday charge, with the standard drive range averaging 50-100 miles in excess of a trickle charge range. Every route travels through one of the two transit hubs – each having a fast charge overhead charge unit which can be used if needed to provide an additional charge for the bus to complete the route for the day.

Park City Municipal will be leasing the electric bus batteries. Payments will be covered in the annual Transit operational budget. Leasing the batteries allows Park City Transit to spend less up front capital funds, while protecting battery performance for the useful life of buses. These electric buses will save approximately \$5,000 per year per bus due to more efficient mileage or 21 mpg electric vs 4 mpg for diesel.

Department Review

The City Manager's Office, the City Attorney's Office, Budget, and Public Works have reviewed this Staff Report.

Funding Source

The Transit Department has been granted funding from the FTA, administered by UDOT, to reimburse the City up to a combined total of 79% (\$4,002,210) of the cost of each vehicle. The remaining 21% (\$1,063,879) will be local matching funds.

Exhibit A – Proterra Letter of Support



June 14, 2017

Mr. Blake Fannesbeck
Public Works Director
Public Works – Transit Bus
1053 Ironhorse Drive
Park City, UT 84060-1480

Subject: Letter of Commitment for Park City Transit's Low-No Program Application

Dear Mr. Fannesbeck:

Proterra Inc (Proterra) is pleased to provide this letter of commitment to Park City Transit (PCT) in support of PCT's proposed capital acquisition and deployment of zero-emission transit buses and associated charging infrastructure in response to FTA's FY2017 Low or No Emission Grant Program (Low-No Program). Proterra is excited to be part of the team assembled by PCT to support the deployment of more zero-emission buses in Park City, Utah.

PCT's proposed project will deploy seven (7) fast-charge enabled 35' Catalyst E2 zero emission battery-electric buses. The project also includes the acquisition and installation of seven (7) 120 kW plug-in chargers to fully charge the buses in the depot when not in use. Participation in the Low-No Program will help PCT further reduce emissions and lower the total cost of ownership of its transit fleet. The continued deployment of zero-emission buses by PCT is an important contribution to Park City's efforts to improve air quality and energy savings.

Proterra is especially excited about PCT's commitment to utilize the FTA-authorized battery-leasing approach for acquiring these vehicles. Leasing batteries allows PCT to spend less upfront capital funding while also shifting the risk of battery performance to Proterra for the useful life of the vehicle. Operational savings from lower maintenance and fuel costs cover the monthly lease payments for the batteries. With this project, PCT will continue to demonstrate to the transit community that battery leasing is an effective way to deploy electric buses faster with less up-front capital funds.

As the market leader of battery-electric buses in North America, Proterra brings considerable experience and reliability to the project as the bus OEM partner selected by PCT. Proterra has worked hand-in-hand with transit agencies across North America – including PCT – to deploy zero-emission battery-electric fleets to provide critical transportation services.

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Headquarters
1815 Rhineland Road, Burlingame, CA 94010

East Coast Manufacturing
1 Whitlatch Court, Greenville, SC 29607

West Coast Manufacturing
553 Cheryl Lane, City of Industry, CA 91789

www.proterra.com



PROTERRA

The Proterra and PCT teams also provide proof that transit agencies and electric bus manufacturers can work together to configure, contract, and build buses within a short timeframe after the FTA makes the Low-No Program grant awards; with Proterra having just delivered the six (6) 40' Catalyst FC+ vehicles that were awarded less than one year ago from the FY2016 Low-No Program.

Proterra pledges its full commitment of PCT's mission to provide environmentally-friendly, Altoona-tested transportation to the citizens of Park City, Utah.

Proterra looks forward to participating with PCT on this project.

Sincerely,

Ryan Popple
President and CEO
Proterra Inc

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**PARK CITY MUNICIPAL CORPORATION CONTRACT
CONTACTOR/SERVICE PROVIDER /PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PROTERRA, INC., a South Carolina corporation ("Contractor / Service Provider").

WITNESSETH:

WHEREAS, the City engaged in a Federal Transit Administration ("FTA") Competitive Funding Opportunity, partnering with the Utah Department of Transportation ("UDOT") and electric bus manufacturer Proterra; and

WHEREAS, City was awarded FTA FY17 federal dollars under the Low-No Emission Bus grant program for seven (7) E2 Series 35-foot battery-electric LOW FLOOR BUSES, ("Bus" or "Buses"), and seven (7) PCS 60kW Depot Chargers ("Depot Charger" or "Depot Chargers"), according to the conditions of the Low-No Emission Grant Program and all addenda thereto; and

WHEREAS, on June 14, 2017, the City received a letter of support from Contractor / Service Provider expressing an interest in providing the Buses and associated Depot Chargers for the City; and

WHEREAS, the City wishes to procure the Buses and associated Depot Chargers according to the specifications, terms, and conditions listed in the FTA Low-No Emission Grant Program guidelines to qualify with stated partnerships and all addenda thereto;

WHEREAS, City has determined that Contractor / Service Provider is a responsive and responsible partner bidder for the zero-emission Buses and associated Depot Chargers to be purchased under the grant and all addenda thereto; and

WHEREAS, Contractor / Service Provider is willing to furnish the zero-emission Buses and associated Depot Chargers in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. TO BE PROVIDED BY CONTRACTOR / SERVICE PROVIDER.

Contractor / Service Provider hereby agrees to furnish and deliver seven (7) Buses, and seven (7) Depot Chargers in accordance with the requirements of the grant, including all forwarding and duty charges, F.O.B. to: Park City Municipal Corporation, Public Works, 1053 Iron Horse Drive, Park City, Utah, by the

following schedule: Seven (7) 35-foot Battery-Electric LOW FLOOR Buses are to be delivered upon individual completion via carrier contracted by Proterra in entirety no later than January 21, 2019.

Contractor / Service Provider agrees to deliver via carrier contracted by Proterra seven (7) Depot Charger units, and a diagnostic tool/spare parts kit by November 16, 2018.

Contractor /Service Provider is to configure each bus identically per configuration schedule prescribed by the City. This is to include the printing and installation of customized vinyl bus wrapping in accordance with the specified City vendor(s).

Contractor / Service Provider shall perform all service and training as specified per prescribed warranty as well as necessary support and training related to charging units during the two (2) week commissioning period. Final commissioning requires written final acceptance from Contractor / Service Provider. It is the City's responsibility to fund all costs associated with the engineering, permitting and installation of all Depot Chargers within the designated Park City Transit garage facility on behalf of Proterra. The City shall contract with another Service Provider for the installation of the Depot Chargers.

Contractor /Service Provider shall provide field service representative(s) available on request to assist Park City's staff in the solution of engineering or design problems that may arise during the acceptance and warranty periods.

Contractor /Service Provider shall be responsible for a NLT Pro Drive 2.0 field install retrofit prior to June 30, 2020, at the sole expense of Proterra as part of a scheduled post-delivery upgrade. Two (2) Proterra authorized technical installers will be onsite to lead the retrofit efforts in the City Public Works Transit garage facility. Approximate time for installers to perform retrofit is up to three (3) days for each bus.

The seven (7) 35' foot LOW FLOOR battery-electric buses are to be compatible with City's existing Proterra two 400V overhead charger units for use as 'in field' daily charging, i.e. "opportunity charging", adding redundancy to the overnight Depot charging.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be the commencement of the term. The Agreement shall terminate five (5) years following the execution hereof.

3. **AGREEMENT DOCUMENTS**

This Agreement incorporates by reference the following:

- Attachment A – Scope of Service
- Attachment B – Technical Specifications & Sales Order
- Attachment C – Warranty Provisions
- Attachment D – Depot Charger Station Specification and Installment Information
- Attachment E – Upgrades
- Attachment F – Recommended Spare Parts Package
- Attachment G – Customer Inspection Checklist
- Attachment H – Training Program
- Attachment I – Federal Requirements
- Attachment J – Battery Lease Agreement

4. **AGREEMENT AMOUNT.**

The purchase price for each Bus *shall not exceed* Six Hundred Seventy Two Thousand Four Hundred Forty Nine Dollars (\$672,449.00). The base price of each bus is Six Hundred Ninety Three Thousand Dollars (\$693,000.00). Park City's Customized Configuration price for each bus is One Hundred Seventy Five Thousand Four Hundred Forty Nine Dollars (\$175,449.00). The aggregate of each base bus price, plus custom configuration, less One Hundred Ninety Six Thousand Dollars (\$196,000.00) for each bus battery equals the total bus purchase price.

The purchase price for seven (7) Depot Chargers *shall not exceed* Two Hundred Ninety Nine Thousand Six Hundred Dollars (\$299,600.00); with each Depot Charger costing Forty Two Thousand Five Hundred Dollars (\$42,500.00), plus seven (7) upgraded twenty-five foot CCS1 cord substitutions at Three Hundred Dollars (\$300.00) each.

The purchase price for one (1) required Proterra Diagnostic Software License *shall not exceed* Six Thousand Three Hundred Eleven Dollars (\$6,311.00), and one (1) complete Spare Parts Package *shall not exceed* Fifty Three Thousand Thirty Five Dollars (\$53,035.00).

The total purchase price for seven (7) Buses, seven (7) Depot Chargers, one (1) required Proterra Diagnostic Software License, and Charging Equipment, and one (1) complete Spare Parts Package *shall not exceed* Five Million Sixty Six Thousand Eighty Nine Dollars (\$5,066,089.00) with all items complying with the specifications by the City, including all addenda, approved proposal deviations, and this Agreement. Unless otherwise indicated, the prices shown shall not include taxes of any kind. Park City Municipal Corporation is exempt from

Federal Excise Tax under Chapter 32 of the Internal Revenue Code. (Our Registration Number is 87-6000260.) Park City Municipal Corporation is exempt from Utah State sales and use taxes pursuant to the provisions of Sections 11-20-55 and 59-15-06 Utah Code Annotated 1953.

In addition to the above stated purchase prices for the Buses, Depot Chargers, License, and Spare Parts Package, the City shall also lease seven (7) bus batteries for One Hundred Ninety Six Thousand Dollars (\$196,000.00) each, for a total of One Million Three Hundred Seventy Two Thousand Dollars (\$1,372,000.00). A Battery Lease Agreement, providing for the leasing of and maintenance of the batteries, shall be entered into under separate agreement.

5. TERMS OF PAYMENT

The City shall pay Contractor / Service Provider an amount *not to exceed* the total price of Five Million Sixty Six Thousand Eighty Nine Dollars (\$5,066,089.00) ("Agreement Amount") for the Buses and Depot Chargers, Proterra Diagnostic Software License, and Spare Parts Package within thirty (30) days of acceptance of the Buses. The Agreement Amount includes payment for all work and materials expended to complete this Project, which shall include the cost of all bonding, insurance, and all charges, fees, permits, expenses or assessments of whatever kind or character that are or may be necessary to complete this Project.

Prior to Park City's final acceptance of each Bus, each Bus shall undergo Park City's reasonable tests prior to final acceptance of each Bus. Each Bus will be deemed accepted by Park City only when the Contractor has complied in all material respects with the Bus Performance Criteria. Acceptance will not be completed until the Contractor has made all reasonably requested repairs to the Bus. Park City agrees and acknowledges that it must make its determination on acceptance or non-acceptance no later than twelve (12) calendar days following receipt of each Bus under this Contract or the Bus shall be deemed accepted, and that in the event of any non-acceptance, Park City shall provide Contractor a reasonably detailed description of the reasons for non-acceptance. Park City shall not be able to reject or not accept a Bus after such twelve (12) calendar day period. Notwithstanding the foregoing, placement of any non-accepted Bus into service shall, notwithstanding anything to the contrary in this Agreement, be deemed acceptance of such Bus.

The Contractor's commissioning, pre-delivery tests and inspections of all Buses shall be performed at or near the Contractor's plant/facility, and they shall be witnessed by Park City's inspector(s). If Park City inspects and accepts a Bus at or near Contractor's plant/facility, and such Bus has not materially changed when it has been delivered and received by Park City as compared to when such Bus was inspected and accepted at or near Contractor's plant/facility, then Park City shall not and may not then reject such delivered and received Bus. No post-

delivery test/inspection shall apply criteria that are different from the criteria applied in any pre-delivery test/inspection.

6. GUARANTEES.

PROPOSAL GUARANTEE

The Contractor/Service Provider shall furnish to the City a Letter of Credit (LOC) valued at fifteen percent (15%) of the total contract value at the time of agreed upon negotiations on August 31, 2018, which equates to Seven Hundred Sixty-Four Thousand Six Hundred Ninety-One Dollars (\$764,691.00) from a financially secure institution, such as a bank, as a cash guarantee of the City's purchase of seven (7) 35-foot Low Floor Buses, seven (7) Depot Chargers, one (1) Proterra Diagnostic Software License, and One (1) complete Spare Parts Package on acceptance of their bid.

The LOC has a termination date of February 1, 2019, unless the terms of the Contract are not fulfilled by that date, in which event Contractor / Service Provider agrees to keep the LOC in effect until all obligations under the Contract have been met.

The warranty period will commence upon Proterra receiving signed acceptance documentation for each Bus and Depot Chargers from the City.

7. INDEPENDENT CONTRACTOR / SERVICE PROVIDER RELATIONSHIP.

- A. The parties intend that an independent Contractor / Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Contractor / Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Contractor / Service Provider are not entitled to any of the benefits the City provides for its employees. The Contractor / Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the products and services herein contemplated the Contractor / Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

8. CONTRACTOR / SERVICE PROVIDER EMPLOYEE/AGENTS.

- A. The City may at its sole discretion require the Contractor / Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Contractor / Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

9. HOLD HARMLESS INDEMNIFICATION.

- A. The Contractor/Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor / Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor/Service Provider; and provided further, that nothing herein shall require the Contractor/Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor/Service Provider expressly agrees that the indemnification provided herein constitutes the Contractor / Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Contractor/Service provider claims or recovers compensation from the City for a loss or injury that Contractor/Service provider would be obligated to indemnify the City for a loss or injury that Contractor/Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- C. In no event will either party hereto be liable to the other party hereto for any indirect, incidental, consequential, or punitive damages, or for loss of profits or revenue. Contractor / Service Provider's cumulative liability under this Agreement will not exceed the lesser of Two Million Dollars (\$2,000,000.00) or the aggregate amount paid by the City pursuant to this Agreement; provided that such liability cap shall not include any insurance

proceeds actually received and paid to the City pursuant to Section 10 below.

10. INSURANCE.

The Contractor / Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor / Service Provider, their agents, representatives, employees, or subcontractors. The Contractor / Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance limits written as follows:

Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the

City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product including patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract, copyrights and rights in data and other documents, if any, prepared by the Contractor / Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

12. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Contractor / Service Provider, in the performance of this Agreement, shall comply with all applicable federal regulations, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Contractor / Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. Contractor/Service provider agrees to maintain products and parts as per service guidelines and warranty. Contractor/Service Provider also agrees to warranty replacement products and parts as necessary. The Standard Limited Warranty, identified in Attachment "C", commences upon acceptance of each individual Bus or Depot Charger. The warranty agreement will remain valid through the entirety of duration as detailed for each manufacturer's warranty. This warranty agreement will terminate only upon the expiration of the final warranty date. This warranty agreement is not valid for products and parts with expired warranties.

Warranty of products and parts provide City assurance to best protect City owned assets as specified by FTA grant guidelines.

- E. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- F. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

13. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

14. ASSIGNMENTS/SUBCONTRACTING.

- A. The Contractor/Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Contractor / Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

15. INTELLECTUAL PROPERTY

- A. Contractor / Service Provider Ownership. The Contractor / Service Provider / Service Provider shall retain ownership of (1) any patents; (2) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (3) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States, and anywhere in the world, and all other rights corresponding thereto throughout the world; and (4) any other proprietary rights or intellectual property (collectively, the "Intellectual Property") in or to the technology associated with the Buses supplied to City under this Agreement. City and Contractor / Service Provider agree that Contractor / Service Provider shall own any Intellectual Property developed in connection with the Buses purchased through this Agreement, including, without limitation, any alterations or modifications to the Buses purchased under this Agreement whether made or developed by City or any other party (the "Developed Technology"). City hereby assigns and agrees to assign to Contractor / Service Provider, all right, title and interest in the Developed Technology (including all intellectual property rights therein) and the Intellectual Property.

- B. License to City. The Contractor / Service Provider hereby grants to City a royalty-free, paid-up, non-exclusive, non-transferable license to use the Intellectual Property for purposes of operations and maintenance of the Buses supplied under this Agreement and for related governmental purposes. City agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose, or any purpose not expressly authorized pursuant to this Agreement.
- C. Use of Information. City may disclose information relating to or generated by the Intellectual Property as follows: to its Service Contractor / Service Provider, but only to the extent necessary to allow such party to operate and/or maintain the Buses, and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section. City further agrees that it will not, and it will not allow any third party to, reverse engineer the Bus.
- D. Warranty. The Contractor / Service Provider warrants that it is the owner of the Intellectual Property, that it has the right to convey and grant the license described in subsection B, and that City's use thereof as contemplated in this Section, will not infringe upon any third party's proprietary rights. The Contractor / Service Provider further agrees to defend and indemnify City against all costs and damages arising from claims by a third party that City's use of the Intellectual Property as contemplated in this Section infringes upon or violates such party's rights. In the event City learns that any goods furnished hereunder or any Intellectual Property violates or infringes upon a third party's rights, City shall immediately notify in writing Contractor / Service Provider of such and shall reasonably cooperate with Contractor / Service Provider with any such claim.
- E. Developed Data and Technology. Information and data developed or collected by City from the Bus including, but not limited to, Bus energy consumption, emissions reduction, operating cost and performance and related matters, shall be owned by the Contractor / Service Provider, provided that Contractor / Service Provider hereby grants to City a royalty-free, paid-up, non-exclusive, non-transferable license to use such information and data for its own internal purposes, subject to any rights under Federal law or regulations. Contractor / Service Provider reserves the right to present any such data to third parties without the consent of City. Any modifications or alterations to the Contractor / Service Provider's Intellectual Property made by the Contractor / Service Provider in the performance of this Agreement shall be owned by the Contractor / Service Provider.
- F. Survival. This Section shall survive termination or expiration of this Agreement.

16. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

17. MAINTENANCE AND INSPECTION OF RECORDS

- A. The Contractor/Service Provider shall maintain books, papers, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement or which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, the Federal Transit Authority, the Comptroller General of the United States, any of their duly authorized representatives or other governmental officials authorized by law to monitor this Agreement.
- B. The Contractor/Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Contractor / Service Provider agrees that the City or its designee, including the Federal Transit Authority or the Comptroller General of the United States, or any of their duly authorized representatives, shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The Contractor / Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Contractor / Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Contractor / Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code

Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Contractor / Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Contractor / Service Provider. Any materials for which Contractor / Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Contractor / Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Contractor / Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Contractor / Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

18. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

19. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

20. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Contractor / Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra"

pursuant to Section 5 TERMS OF PAYMENT, or deleted, at the option of the City.

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

21. DEFAULT, REMEDY AND TERMINATION.

The City may terminate this agreement upon the occurrence of one or more of the following events:

- A. If Contractor / Service Provider or any Subcontractor should substantially violate any of the provisions of this Agreement;
- B. If Contractor / Service Provider substantially fails to perform any part of this Agreement;
- C. If Contractor / Service Provider repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of ninety six (96) hours;
- D. If Contractor/Service Provider (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; or (9) shall take action for the purpose of any of the foregoing,

After serving fifteen (15) days written notice on the Contractor/Service Provider and the financial institution behind its *Letter of Credit (LOC)* upon the City's intention to terminate the services of Contractor / Service Provider for one of the reasons in A through D above, and if within fifteen (15) days after serving such notice, if the specific violation in A through D above is not corrected to City's reasonable satisfaction, the City then may call on the *LOC* from the issuing bank, as cash guarantee, to convert as payments back to the City, and an interest-bearing loan to the Contractor / Service Provider (interest to not exceed four (4) percent) .

The Contractor / Service Provider shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor / Service Provider shall be entitled to be heard at such hearing on the issue of termination. The Contractor / Service Provider shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor / Service Provider shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 21 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

23. DISPUTES

Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final

and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor/Service Provider shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor/Service Provider will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor / Service Provider will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable.

24. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

25. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

26. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

27. ADDITIONAL TERMS.

City must comply with the following:

- (1) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (2) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part (11)).
- (3) Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

28. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

ATTACHMENT “A”

Scope of Service

Attached hereto and made part of this Agreement are related documents hereinafter listed which are hereby incorporated into this Agreement by reference and made part hereof which comprise the Agreement:

Exhibit A – Proterra Letter of Support

Exhibit B – Low or No Emission Bus Program (5339(c)) – Applicant and Proposal Profile

Exhibit C – Fiscal Year 2017 Low or No Emission (Low-No) Bus Program Projects award list (UDOT - \$500,000 Federal apportionment)

Exhibit D – Reserved for Price Proposal and Cost Worksheet

Exhibit E – Pre Build Configuration Document

Exhibit A – Proterra Letter of Support



June 14, 2017

Mr. Blake Fannesbeck
Public Works Director
Public Works – Transit Bus
1053 Ironhorse Drive
Park City, UT 84060-1480

Subject: Letter of Commitment for Park City Transit's Low-No Program Application

Dear Mr. Fannesbeck:

Proterra Inc (Proterra) is pleased to provide this letter of commitment to Park City Transit (PCT) in support of PCT's proposed capital acquisition and deployment of zero-emission transit buses and associated charging infrastructure in response to FTA's FY2017 Low or No Emission Grant Program (Low-No Program). Proterra is excited to be part of the team assembled by PCT to support the deployment of more zero-emission buses in Park City, Utah.

PCT's proposed project will deploy seven (7) fast-charge enabled 35' Catalyst E2 zero emission battery-electric buses. The project also includes the acquisition and installation of seven (7) 120 kW plug-in chargers to fully charge the buses in the depot when not in use. Participation in the Low-No Program will help PCT further reduce emissions and lower the total cost of ownership of its transit fleet. The continued deployment of zero-emission buses by PCT is an important contribution to Park City's efforts to improve air quality and energy savings.

Proterra is especially excited about PCT's commitment to utilize the FTA-authorized battery-leasing approach for acquiring these vehicles. Leasing batteries allows PCT to spend less upfront capital funding while also shifting the risk of battery performance to Proterra for the useful life of the vehicle. Operational savings from lower maintenance and fuel costs cover the monthly lease payments for the batteries. With this project, PCT will continue to demonstrate to the transit community that battery leasing is an effective way to deploy electric buses faster with less up-front capital funds.

As the market leader of battery-electric buses in North America, Proterra brings considerable experience and reliability to the project as the bus OEM partner selected by PCT. Proterra has worked hand-in-hand with transit agencies across North America – including PCT – to deploy zero-emission battery-electric fleets to provide critical transportation services.

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Headquarters
1815 Rohn Road, Burlingame, CA 94010

East Coast Manufacturing
1 Whitlee Court, Greenville, SC 29607

West Coast Manufacturing
554 Cheryl Lane, City of Industry, CA 91789

www.proterra.com



PROTERRA

The Proterra and PCT teams also provide proof that transit agencies and electric bus manufacturers can work together to configure, contract, and build buses within a short timeframe after the FTA makes the Low-No Program grant awards; with Proterra having just delivered the six (6) 40' Catalyst FC+ vehicles that were awarded less than one year ago from the FY2016 Low-No Program.

Proterra pledges its full commitment of PCT's mission to provide environmentally-friendly, Altoona-tested transportation to the citizens of Park City, Utah.

Proterra looks forward to participating with PCT on this project.

Sincerely,

Ryan Popple
President and CEO
Proterra Inc

Page 2

Headquarters
1815 Robinson Road, Bellingham, CA 94010

East Coast Manufacturing
1 White Court, Greenville, SC 29607

West Coast Manufacturing
583 Cheryl Lane, City of Industry, CA 91789

www.proterra.com

Exhibit B – Low or No Emission Bus Program (5339(c)) – Applicant and Proposal Profile

v1.2

Low or No Emission Bus Program (5339(c))

Applicant and Proposal Profile

Is this a resubmission due to an invalid/error message from FTA? ☐ Yes ☒ No

Section I. Applicant Information

Organization Legal Name: Utah Department of Transportation

FTA Recipient number ID Number: 1164

Applicant Eligibility: ☐ Direct or designated recipient
☒ State
☐ A Federally-recognized Native American Tribe

Population Served: ☐ Urbanized Area
☒ Rural

Description of services provided and areas served.

Park City Transit (PCT) is a fare-free system operated by Park City Municipal Corporation (PCMC) that provides transit services to the rural community of Park City and regions of Summit County, UT. PCMC partners with Summit County to plan, manage, and fund transit services within PCT's service area.

PCT has served the community and visitors of Park City proper for over 40 years, and we currently serve portions of the geographical areas of Greater Park City, Summit County, and the Snyderville Basin with fare-free fixed-route, commuter, ADA Complementary Paratransit, and demand-response services. PCT provides the essential transportation link for visitors and residents to connect to employment; resorts; retail; and recreational, educational, and medical facilities. Ridership is heavily used by those living below the poverty line, senior citizens, and persons with disabilities.

Park City is one of the premier recreational resort destinations in the world. As such, we were able to host some of the 2002 Olympic venues, many of which are still in use and open to the public. In 2019, the world will watch as we host the FIS Freestyle Ski and Snowboarding World Championships. Park City is an international brand known for our natural mountain setting and recreational opportunities, so we have the capability to broadly influence opinions on energy and direct carbon emissions reduction.

PCT offers a robust service for a community of its size because we are geographically positioned a short distance from Salt Lake City International Airport. We attract many local, national, and international visitors throughout the year. The transit level of service shifts multiple times over the year to meet the peak demands of each season. Most notable is the winter season, which sees a significant increase in visitors during peak vacation days, national and international sporting events, and the annual Sundance Film Festival. A unique element of our system is that we attract many first-time transit users. Many visitors make the conscious choice to try our fare-free, convenient transit system rather than rent a car, which would add pollution and traffic congestion to our City.

Park City and Summit County continually collaborate to increase ridership among our resident population. The most current census data estimates the resident population in the service area at 24,556 (see Att. 1). In the grant request area, there are residents with characteristics indicative of dependency on public transit, which are a core focus of our service: households without a vehicle=331; households below the poverty line=3,142; senior citizen population=3,080; and persons with disabilities=1,899.

PCT averages 1.9 million passenger trips per year (see Att. 2). We operate 7 days a week, 365 days a year, though our hours of service are seasonal, ranging from 15 hours a day during shoulder seasons to 21 hours a day during the peak winter season. PCT owns 12 35' clean-diesel buses, 17 35' diesel buses, 6 40' battery-electric buses, and 1 clean-diesel Trolley (see Att. 3). International resort employees and most out-of-state visitors depend on transit for access to local resorts, which are key drivers of Utah's economy. We provide ADA service within ¼ of a mile of any fixed route using 3 24' cutaways. We also have 3 29' cutaways for our general public demand-response service.

that connects Park City proper to Quinn's Junction, which includes the Park City Hospital, Summit County health department, National Ability Center, sports complex, and other medical facilities.

Park City and Summit County also connect to the regions of Salt Lake and the Wasatch Front through a contracted intercity bus route with Utah Transit Authority (UTA). This service provides key employment links to jobs on both ends of the route.

Section II. Project Information/Evaluation Criteria (This section repeats per project)

About the Project

Project Title: Purchase Electric Buses to Replace Diesel Buses and Support Implementation of Zero-Emission Resort Connector Express Route to Better Serve Park City Communities and the Environment
(Descriptive title of this project)

Project Executive Summary:

A grant award, in addition to 5311 funding and local match, would supplement PCT's purchase of 7 long-range battery-electric 35' Proterra Catalyst E2 buses with depot chargers to replace 7 diesel 2006 Gillig Low Floor buses. We would dedicate 5 of the electric buses to create a Resort Connector Express (RCX) route, providing high-frequency service to major activity and employment areas. The fully electric RCX would also connect to the newly-implemented fully electric Bus Rapid Transit route.

Project Type: ☒ Vehicle

☐ Facilities

☐ Other

If Other, specify:

Technology: ☒ Battery electric

☐ Diesel-electric hybrid

☐ CNG

☐ Hydrogen fuel cell

☐ Other

If Other, specify:

Is this application a partnership between an eligible applicant and one or more private sector partners? ☒ Yes ☐ No

If yes, please list the partners and describe the qualifications of each.

Park City Transit (PCT) is a stand-alone enterprise of Park City Municipal Corporation (PCMC). We service Park City proper and the Greater Park City area through an interlocal agreement with Summit County for transit services. Both Park City and Summit County Councils prioritize local tax dollars toward transit because it provides significant progress toward the areas' long and short range transportation and net-zero goals (see Att. 4, 5 & 17). Utah Department of Transportation (UDOT) also supports PCT as an important regional transportation partner (see Att. 21). Park City is a significant contributor to Utah's tourist economy and has been a leader in Utah in environmental initiatives, including the City's net-zero goal (see Att. 5).

Over the past several years, PCT has received direct FTA funding for ARRA projects, including to build a transit maintenance facility and bus storage garage, as well as 5309 for rolling stock. We receive indirect funding through UDOT for capital and operating expenses (see Att. 6). Using these funds, we recently opened the Kimball Junction Transit Center next to Interstate 80, incorporating Proterra's innovative technology into the center. We do not qualify for 5307 funding due to our resident population, even though we exceed the service levels of many urbanized areas with populations exceeding 200,000 due to our thriving tourism industry.

PARK CITY TRANSIT (PCT):

PCT Manager, Darren Davis, is responsible for managing project implementations and executive support for Transit Operations and City Council. His most notable projects are: partnering with Google Transit; integrating ITS technologies into the transit system; implementing GPS & Automatic Vehicle Location systems; implementing Automated Voice Announciators; implementing Automatic Passenger Counts; developing and launching the iPhone and Android apps for real-time bus information; expanding the maintenance shop; expanding transit housing; building the Kimball Junction Transit Center; the replacement, procurement, and specification details for transit fleet (transit coaches, Main Street Trolley, electric buses); and balancing expectations of our community with the practical workings in our winter environment.

Park City Director of Transit and Public Works, Blake Fannesbeck, acts as our senior staff for supporting transit environmental initiatives for the City. He works closely with our City and County Councils, Sustainability Teams, and the Transportation Team to find ways to encourage the use of transit as an important way to reduce air and noise pollution and traffic congestion. PCT is committed to providing a 21% local match funding to any Low-No award (see Att. 17).

PROTERRA:

Chief Executive Officer, Ryan Popple, will represent Proterra and provide assistance with bus technology and requirements (see Att. 8). In addition, Proterra will provide a battery lease program for Park City that provides the opportunity to keep up with the latest upgrades to battery technology. Proterra is a leader in the design and manufacture of zero-emission battery-electric vehicles that enable bus fleet operators to reduce operating costs significantly while delivering clean, quiet transportation to the community. Proterra's buses are Altoona tested, comply with Buy America requirements, and have a fast-charging, long range, battery smart technology system. Proterra always delivers their buses on time and have never had a failed deployment, resulting in their buses having traveled 2.5 million miles nationwide.

UTAH DEPARTMENT OF TRANSPORTATION (UDOT):

UDOT is submitting this application on behalf of PCT and our other partners. Public Transit Plans & Programs Director, Tim Boschert, will provide grant administration oversight and administration for this project on behalf of UDOT and the FTA (see Att. 21).

*****Address each of the evaluation criteria as described in the Notice of Funding Opportunity.*****

Demonstration of Need

Park City leaders are proactive about environmental initiatives and have named environmental protection a priority for both the City and County. Park City Council has approved a resolution to achieve net-zero carbon impact for the municipality's operations by 2022 and for the Park City proper by 2032 (see Att. 5). This includes working with our public utility, Rocky Mountain Power, to transition to a 100% carbon-free electrical grid (see Att. 22). As of January 2017, a third of the grid has already changed over. As PCT evolves from a fleet that uses traditional fossil fuels into electric vehicles, we will consume less energy as we use less carbon-based fuel both for our buses and at the electrical power source. We were fortunate enough to receive the Low-No Grant in 2016 to purchase 6 Proterra battery-electric buses and to upgrade our facilities with the charging technology necessary to operate them. We were able to implement the project and deploy it over a year ahead of schedule (see Att. 11 & 12). This demonstrates our ability and commitment to achieving the goals of the Low-No Grant. We hope to receive the Low-No Grant in 2017 to supplement 5311 funding and help us continue the innovative steps already taken by Park City toward achieving the 2022 Net-Zero Carbon Goal. If awarded, we would have full implementation of funding and project deployment completed by November 2018 (see Project Timeline).

PCT has 7 diesel 2006 Gillig Low Floor buses due for replacement in 2018. Rather than using 5311 funds to purchase new diesel buses, we would prefer to replace the old buses with new electric vehicles. Therefore, we are asking for assistance to make up the difference of the cost of the more expensive - but longer lasting and better for the environment - electric buses.

The Park City Transportation Master Plan (see Att. 9) forecasts that over the next several years, daily person trips will increase by 47% on an "average" day and by over 200% during peak winter season. As ridership increases in Park City, particularly during the winter with the advent of winter sports enthusiasts and seasonal resort employees, PCT must expand our routing to compensate. We will use 5 of the new electric buses to create an electric Resort Connector Express (RCX) route that will transport residents and visitors directly between Park City's two main resort bases, Park City Mountain and Deer Valley. The route will replace some of the redundant routing currently served by our diesel vehicles, decreasing the overall diesel miles traveled, thus conserving energy. It will also provide quicker transportation to 2 grocery stores, 7 banks, 3 medical facilities, 3 free parking lots, several local hotels, and 2 transfer points with our

electric Bus Rapid Transit (BRT) route that services our main north-south corridor; plus, the RCX would stop within walking distance of a few affordable housing complexes (see Att. 10). This route will be of particular use in February 2019 when Park City hosts the FIS Freestyle Ski & Snowboarding World Championships. Second in importance to the snowboarding world only to the Olympics, we expect a large influx of competitors and other visitors who will need fast access between Park City Mountain and Deer Valley, both of which are hosting parts of the championships. We will encourage these visitors to use transit rather than renting cars or relying on taxi services to prevent massive amounts of additional congestion and pollution in the downtown Park City area.

The additional 2 requested electric buses will replace 2 diesel buses on other routes currently served by diesel buses, spreading the energy savings and pollution reduction throughout the system.

Demonstration of Benefits

REDUCING ENERGY CONSUMPTION: Electricity takes much less energy to generate and transmit than the extraction, refinement, and distribution of diesel fuel, so by adding more electric buses to our fleet, we will continue to reduce energy demands by decreasing our dependence on traditional fossil fuels. Diesel buses average 4 mpg, while Proterra Catalyst vehicles average 21.4 mpg-equivalent. As Rocky Mountain Power increases the percentage of electrical grid that is carbon free, the area's electricity will take even less energy to produce to power PCT's electric fleet. We will pass that savings on by promoting the use of zero-emission vehicles in Park City and encouraging others to take advantage of our climate-saving technology (see Att. 13). We are committed to deploying this project by November 2018.

REDUCING HARMFUL EMISSIONS: Proterra vehicles around the country have prevented more than 8 million lbs. of vehicle emissions since deployment. In Park City, the Resort Connector Express (RCX) will connect to our newly implemented fully-electric Bus Rapid Transit (BRT) spine corridor route to cover the most popular stops in Park City, including grocery stores, medical facilities, and resort bases. It will be possible for riders to have a solely electric transit experience. PCT already has multiple diesel-fueled routes covering the transfer areas for the RCX and BRT, so we will be able to replace parts of those routes with the RCX, thus decreasing our annual diesel mileage. The easiest example of how to replace part of a diesel route with the RCX would be to send the RCX into the Snow Creek shopping center - located less than a mile from Park City Mountain base and next to the often-congested intersection of Park Avenue and Kearns Boulevard - rather than our traditionally diesel 1Red route. By doing so, the 1Red would travel 2,268 fewer miles in the winter season (mid-December to mid-April). Using the annual tailpipe emissions data compiled by Proterra (see Att. 14) and adapting it to take the 1Red out of Snow Creek in just the winter season (see Att. 15), this would significantly reduce harmful emissions.

In addition to these benefits, replacing 2 of our older diesel buses with 2 new battery-electric buses would greatly increase the environmental benefits for Park City. Over the 12-year lifespan of a diesel bus that averages 45,000 annual miles, 2 electric buses would reduce

- Greenhouse Gas emissions by 3,611,520 lbs. (over 1,806 tons),
- Carbon Dioxide emissions by pounds 2,927,772 lbs. (over 1,463 tons),
- Methane emissions by 1,896 lbs.,
- Carbon Monoxide emissions by 708 lbs.,
- Nitrogen Oxide emissions by 708 lbs.,
- Hydrocarbon by 132 lbs.,
- Particulate Matter by 12 lbs.,
- and Black Carbon by 10,692 lbs.

REDUCING DIRECT CARBON EMISSIONS: The electric buses on the RCX and the electric replacement vehicles would produce zero direct tailpipe emissions. As seen in Att. 15, using the RCX to replace a small, redundant section of a diesel bus route would reduce carbon dioxide emissions by over 64,000 lbs. in the four months of PCT's winter season. Adding more electric vehicles will affect our current route structure to utilize more electric miles over diesel, exponentially reducing direct carbon emissions in the downtown Park City area. Additionally, by replacing 2 diesel buses with electric buses, we would reduce carbon dioxide emissions by 243,980 lbs. (nearly 122 tons) a year, leading to an elimination of 2,927,772 lbs. (over 1,463 tons) over the average 12-year diesel bus lifespan. In addition, by purchasing the electric buses and leasing the battery propulsion technology, PCT will be able to stay at the forefront of effective emission reduction.

Planning and Local/Regional Prioritization

Both Park City and Summit County Councils have identified greenhouse gas reduction as one of their primary goals over the next twenty

years (see Att. 4 & 5). Summit County's Greenhouse Gas Reduction Roadmap (see Att. 16) specifically outlines the promotion of alternatively powered vehicles as a main strategy. Park City and Summit County Councils have stated support for advanced vehicle technologies and alternative fuels to reduce emissions of transit buses.

Summit County believes in the mission of transitioning the nation's transit fleet to the lowest polluting and most energy efficient transit technologies (see Att. 16). PCT is confident the procurement of 7 battery-electric zero-emission buses will go a long way in helping to meet the County's sustainability goals.

Utah Clean Energy, a non-profit 501(c)(3) public interest organization that seeks to build the state's new clean energy economy, also supports PCT's investment in zero-emission transit buses (see Att. 23). Utah Clean Energy has a long history of working with municipalities and have pledged ongoing support to Park City as we strive to meet our aggressive carbon reduction goals.

Local Financial Commitment

Park City Municipal Corporation (PCMC) is committed to paying 21% local match funding for both new buses and facility upgrades (see Att. 17). We are also due to receive 5311 funds for bus replacement that Park City Transit (PCT) intends to use to fund 42% of this year's new electric bus project, and the local match for those funds will make up another 10%. For partnering with Proterra for this grant, Proterra is also contributing a \$25,000 per bus in-kind match to assist with funding the project (see Att. 20). Any Low-No award granted would make up a maximum of 22% of the total project cost, and we would continue our excellent commitment to the Low-No cause by ensuring this project is fully implemented and deployed by November 2018 (see Project Timeline).

PCT is a stand-alone enterprise of PCMC and services Park City proper and the Greater Park City area through an interlocal agreement with Summit County for transit. Transit operations are funded in both areas with a voter-approved 0.80% sales and use tax. Services within Park City proper are also funded with a transit-apportioned resort community sales tax and business license fees (see Att. 6 & 7). Both the City and County Councils continue to provide support for the current service and for increased transit initiatives, and they prioritize tax dollars toward the transit system because we provide significant progress toward the areas' long and short range transportation and net-zero goals.

Park City Council's three critical priorities are Transportation, Affordable Housing, and Energy (see Att. 18). The Park City community has long supported the fare-free transit system, allowing us a wide use base, including local and regional workforces and local-to-international tourists throughout the year. The transit system is a major facilitator of the Park City economy. As such, we are recommended by Park City Mountain Resort, Deer Valley Resort, and other local resort hotels as a preferred alternative to car rental for overnight guests.

Utah Department of Transportation (UDOT) also advocates PCT as a regional transportation partner (see Att. 21). Park City is a significant contributor to Utah's tourist economy and has been a leader in Utah's environmental initiatives.

Project Implementation Strategy

Park City Transit (PCT) is partnering with Proterra, a leader in the design and manufacture of zero-emission vehicles, for the purchase of 7 new battery-electric vehicles. Having already chosen a partner we have worked with in the past and discussed many vehicle specifications with the manufacturer, PCT is in a position for rapid implementation once funds are awarded. PCT plans to have the new vehicles in full operation by November 2018 (see Project Timeline). As Proterra is a leading partner for supplying transit departments with electric vehicles, they have the expertise and capability to adhere to our ambitious timeline.

PCT has chosen to purchase the newest buses available from Proterra, the 35' Catalyst E2. They have assured us the buses will be built, Altoona tested, and ready for delivery according to the timeline we have provided.

The Proterra's Customer Launch Process (see Att. 19) begins two months prior to the vehicles being put into full operation with a planning meeting between all customer stakeholders to discuss and agree upon a schedule for activities that will take place from when the buses are delivered to when the vehicles enter the revenue service. Once the buses are delivered, the receiving and acceptance process according to the requirements of the contract begins, and system optimization occurs. Also during this time, drivers and maintenance staff begin workforce development training specific to the new buses. After driver training has concluded, Proterra recommends running the buses in a "shadow" service for a period of one week prior to full deployment to allow drivers to become

comfortable with the vehicles on route. The buses are then deployed into full service. Proterra continues post-launch support activities, which include a Proterra Field Service Technician being on site for an additional six weeks to provide ongoing training, warranty support, and troubleshooting assistance.

Due to our previous Low-No Grant award, the wireless connections and upgraded transformers necessary to operate overhead charging stations are already in place at the Old Town Transit Center in downtown Park City and the new Kimball Junction Transit Center at the northern end of Greater Park City. Therefore, no additional time or resources will be needed to implement this supplemental technology, and we should have no difficulty achieving our ambitious November 2018 deployment date.

If selected, can this project be obligated within 12 months from the time of award? ☒ Yes ☐ No

Technical, Legal, and Financial Capacity

Park City Transit (PCT) operates as part of Park City Municipal Corporation (PCMC) as an enterprise fund (see Att. 6). PCT includes administrative and planning staff with significant experience operating and planning a transit and transportation system compliant with all aspects of federal regulations and guidance. PCT is both a direct recipient and sub-recipient of FTA funds (5309, 5311, & ARRA), and works cooperatively with Utah Department of Transportation (UDOT) and Utah Transit Authority (UTA) in the oversight of federal funds. As such, our staff continually receives safety training related to FTA funds. PCMC provides administrative support for PCT, including the Attorney's, Finance, Human Resources, and Information Technology Offices, as well as the Budget, Debt & Grants Department. PCMC also provides Public Safety, Communications, and other typical municipal services. PCMC is required to complete an annual independent financial audit, including a Single Audit process. We are in compliance with all FTA certifications and assurances, and are fully capable of compliance with all federal grant requirements.

Project Budget

Description	QTY	Federal Amount	Local Match	Total Cost
35' Proterra Catalyst E2 battery-electric bus	7	157,960	43,080	1,407,280
Park City Transit Configurables	7	32,340	8,820	288,120
125kW Depot Charger	7	22,000	6,000	196,000
Charger Installation	7	5,500	1,500	49,000
Battery Service Agreement pre-payment	7	22,000	6,000	196,000
Total:		1,678,600	457,800	2,136,400

Project Scalability

Is Project scope scalable? ☒ Yes ☐ No

If Yes, specify minimum Federal Funds necessary: 1,524,700

Provide explanation of scalability with specific references to the budget line items above.

The project as proposed requests Low-No funds to supplemental the purchase 7 battery-electric 35' Proterra Catalyst E2 buses, including a \$100,000 per bus pre-payment for our battery service agreement with Proterra. Because the 2006 diesel buses have reached the ends of their economically useful lives and are due for replacement anyway, we will receive \$567,000 per bus in 5311

funds to purchase new buses. The total cost of the entire project is \$7,616,000, which means by requesting \$1,678,600, we are asking for the Low-No grant to cover 22% of the total expense (see Att. 17). Compared to PCT's grant award in 2016 (\$3,905,378 to purchase 6 Proterra 40' battery-electric buses and the facility upgrades necessary to use them), this year's project allows us to purchase one more bus at nearly a third of the Low-No cost. We would also be able to implement the funds just as quickly as we did last year.

If we were unable to receive or use 5311 funds toward the purchase of electric buses, we would reduce our Low-No request to funding for only 2 buses, and only for the first three line items. With the 21% local match, the total budget for the buses would be as follows:

-35' Proterra Catalyst E2 battery-electric buses: $(\$567,220 \times 2 = \$1,134,440 \text{ federal amount}) + (\$150,780 \times 2 = \$301,560 \text{ local match}) = \$1,436,000 \text{ total cost}$

-PCT configurables: $(\$116,130 \times 2 = \$232,260 \text{ federal amount}) + (\$30,870 \times 2 = \$61,740 \text{ local match}) = \$294,000 \text{ total cost}$

-125kW Depot Charger: $(\$79,000 \times 2 = \$158,000 \text{ federal amount}) + (\$21,000 \times 2 = \$42,000 \text{ local match}) = \$200,000 \text{ total cost}$

-Totals: $(\$762,350 \times 2 = \$1,524,700 \text{ federal amount}) + (\$202,650 \times 2 = \$405,300 \text{ local match}) = \$1,930,000 \text{ total project cost}$

Using this option, PCT would request \$1,524,700 of Low-No funds for the purchase of 2 battery-electric 35' Proterra Catalyst E2 buses, the configurables to set them up to PCT's system, and 2 125kW depot chargers for overnight fast charging. PCT would use these buses to replace two of the 2006 diesel buses, and we would have to use diesel buses to create the new Resort Connector Express (RCX) route.

Matching Funds Information

Matching Funds Amount:

Source of Matching Funds.

Park City has budgeted matching funds from the Transit Sales Tax revenue for Fiscal Year 2018 (see Att. 17). The City has also designated Transit Sales Tax revenue as operating funds for the system related to the operation of the buses.

Supporting Documentation of Local Match.

A copy of the adopted City Manager Recommended Budget FY 2018 is attached showing matching funds (see Att. 17).

Project Timeline

Timeline Item Description	Timeline Item Date
Submit grant application	06/20/2017
Receive notice of funding award	09/30/2017
Execute FTA Grant Agreement	10/31/2017
Finalize written Project Management Plan/Finalize route model	11/30/2017

Use model to evaluate specs, energy requirements, and determine variations and operating profiles	12/31/2017
Validate and confirm vehicle specifications	01/31/2018
Place order for vehicles - Full Obligation of Federal Funds	02/15/2018
Finalize plug-in Depot Charger	03/01/2018
Create a final support equipment list for vehicles	03/22/2018
Construct and install charging stations	06/15/2018
Inspect vehicles during the manufacturing process	07/16/2018
Plan the deployment of the electric buses on RCX	08/17/2018
Proterra staff arrive and vehicles delivered/Inspection begins	10/01/2018
Vehicles Accepted	11/01/2018
Driver/Maintenance Training	11/05/2018
Optimize and Launch RCX System	11/17/2018
Collect data daily and periodically report as needed	04/15/2019

Congressional Districts (Place of Performance)

Congressional District

Congressional Representative

UT-001

Bishop, Rob

Exhibit C – Fiscal Year 2017 Low or No Emission (Low-No) Bus Program Projects award list (UDOT - \$500,000.00 Federal apportionment)

Fiscal Year 2017 Low or No-Emission (Low-No) Bus Program Projects | FTA

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[About DOT](#) [Our Activities](#) [Areas of Focus](#)

Fiscal Year 2017 Low or No-Emission (Low-No) Bus Program Projects

State	Project Sponsor	Project Description	Funding Amount
AK	Alaska Department of Transportation & Public Facilities	The Alaska Department of Transportation & Public Facilities will receive funding to purchase battery electric buses, associated charging infrastructure and a back-up generator to maintain bus service in a disaster situation. Juneau, the Capital City of Alaska, has a clean, renewable source of energy, local hydropower. Transitioning the fleet to all electric will eliminate emissions from diesel buses and emissions from shipping diesel fuel by barge 900 miles from Seattle.	\$408,130
AL	Alabama A&M University	Alabama A&M University's Bulldog Transit System will receive funding to purchase electric buses, charging stations, and other associated equipment. BTS has a commitment to replace buses that have reached the end of their useful life with zero emission buses.	\$1,000,000
CA	City of Fairfield	The City of Fairfield will receive funding to purchase all-	\$1,225,000

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State	Project Sponsor	Project Description	Funding Amount
CA	City of Los Angeles, Department of Transportation	electric, zero-emission Proterra 35' Catalyst E2 buses and supporting charging infrastructure as part of their Alternative Fuels and Fleet Replacement policy, which focuses on transitioning to an all-electric fleet. By replacing aging fleet vehicles with Proterra electric buses, the City of Fairfield will improve both route efficiency and air quality. The City of Los Angeles Department of Transportation (LADOT) will receive funding to purchase Proterra 35-foot, battery electric, zero emission buses with a capitalized lease for the electric battery and to install electric charging stations at the Sylmar/San Fernando Valley and Downtown Bus Facilities. The funding is for the incremental cost of a battery electric bus over a CNG bus and leverages federal, state, local utilities and local match to purchase the battery electric buses for service expansion.	\$1,225,000
CA	Napa Valley Transportation Authority	Napa Valley Transportation Authority will receive funding to purchase BYD 30' battery electric buses to replace buses in a comprehensive revitalization of Vine Transit's current revenue vehicle fleet. The 30' battery electric buses will replace several vehicles at or near the end of their useful lives. All of the replacements are diesel powered heavy-duty buses that are past their twelve-year life span.	\$1,092,250
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State	Project Sponsor	Project Description	Funding Amount
CA	Redding Area Bus Authority	Redding Area Bus Authority will receive funding to purchase all-electric Proterra 35-foot Catalyst E2 transit buses; install fast-charge bus charging stations with a charging cube and supporting infrastructure; make other necessary improvements to RABA's maintenance depot; and train drivers and staff on operation and maintenance of buses and equipment.	\$746,456
CA	Antelope Valley Transit Authority	Antelope Valley Transit Authority will receive funding to purchase battery electric buses that will replace diesel buses that have exceeded useful life. AVTA is committed to having an all electric fleet by 2018.	\$705,347
CO	State of Colorado Department of Transportation	The State of Colorado Department of Transportation will receive funding to purchase zero emission buses for the Town of Vail, Roaring Fork Transportation Authority, and the City of Boulder. The buses will replace diesel buses that have exceeded useful life.	\$1,450,000
CT	Connecticut Department of Transportation	The Connecticut Department of Transportation will receive funding to purchase 40' Proterra E2 Max battery electric buses through a joint effort with CTtransit's Hartford Division and Greater Bridgeport Transit. The project will be the next step in CTDOT's zero emission bus deployment program with the goal to minimize the carbon emissions of Connecticut's bus fleet.	\$1,450,000

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State	Project Sponsor	Project Description	Funding Amount
DE	Delaware Transit Corporation	Delaware Transit Corporation will receive funding to purchase Proterra 35' Catalyst E2 battery electric Buses, serving Wilmington and Sussex County. DTC will also deploy on-route chargers and depot chargers.	\$1,000,000
FL	City of Gainesville	Gainesville RTS will receive funding to purchase Gillig 40' battery electric buses and depot chargers to replace diesel buses. These buses will be Gainesville RTS's first zero emission buses, and one of the first deployments of the Gillig battery electric bus.	\$1,000,000
FL	Pinellas Suncoast Transit Authority	Pinellas Suncoast Transit Authority will receive funding to execute a second phase of its electric bus program to install charging infrastructure (on-route & charging bank for depot chargers) and buy electric buses. The charging infrastructure is an integral part of PSTA's long-term battery electric bus program.	\$1,000,000
FL	The Jacksonville Transportation Authority	The Jacksonville Transportation Authority will receive funding to replace diesel buses with 40' battery electric Gillig buses and chargers for an expansion route. The new route will serve a Park-n-Ride and a new Amazon distribution center that employs over 1,500 Jacksonville residents. Because the charging stations will utilize Jacksonville Electric Authority's Solar Smart Power program, the buses will truly have zero emissions.	\$1,000,000

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State	Project Sponsor	Project Description	Funding Amount
FL	Broward County	Broward County Transit (BCT) will receive funding to replace diesel buses that have met their useful life with all-electric 45' over-the-road buses. Purchase of these buses will include associated depot charging infrastructure to support bus deployment. The buses will be operated on BCT's express bus routes servicing the Southeast Florida cities of Fort Lauderdale and Miami.	\$1,000,000
FL	City of Tallahassee	The City of Tallahassee's public transit service provider, StarMetro, will receive funding to replace aging diesel buses with 35-foot Proterra Catalyst fast-charge battery electric buses. The project will add to battery electric buses that are currently in StarMetro's fleet.	\$1,000,000
GA	Georgia Department of Transportation	The Macon-Bibb County Transit Authority, in partnership with the Georgia Department of Transportation, will receive funding to purchase battery electric buses and supporting charging infrastructure. By replacing aging diesel vehicles with BYD 35' K9S electric buses, MTA will increase overall fleet efficiency, reduce emissions, and develop the relevant skills and experience necessary to enable future expansion of zero emission buses.	\$1,750,000
HI	City and County of Honolulu	Honolulu will receive funding for Gillig battery electric buses with depot chargers in the Honolulu area as their inaugural project to transition their fleet to zero emission.	\$1,450,000

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State	Project Sponsor	Project Description	Funding Amount
		This project is unique in that the buses will be charged during the day to take advantage of the renewable energy made available by the abundant solar and wind energy available on the island. Project partners are Oahu Transit Services, Gillig, Hawaiian Electric Company and the Center for Transportation and the Environment.	
IA	Des Moines Area Regional Transit Authority (DART)	Des Moines Area Regional Transit will receive funding to purchase all-electric replacement buses and to update supporting electrical infrastructure. Project partners are MidAmerican Energy and Proterra. These vehicles will be the first electric transit buses deployed in Iowa.	\$1,450,000
ID	Mountain Rides Transportation Authority	Mountain Rides will purchase heavy-duty, battery electric buses and fast charging infrastructure for its fixed route bus operations in Blaine County, Idaho. This project will begin to fulfill Mountain Rides' goal of moving from diesel powered buses to cleaner, cheaper, easier to maintain battery electric buses.	\$500,000
IL	Bloomington-Normal Public Transit System	Connect Transit will receive funding to replace diesel buses used in fixed route service with zero-emission, 40-foot, battery electric buses. Connect will install solar power panels at an existing maintenance facility to support the electric bus deployment and reduce the costs associated with charging the buses.	\$1,450,000
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State	Project Sponsor	Project Description	Funding Amount
IL	Champaign-Urbana Mass Transit	Champaign-Urbana Mass Transit will receive funding to purchase New Flyer 60' zero-emission fuel cell electric buses with supporting hydrogen infrastructure. This project will be the first commercial deployment of articulated fuel cell buses in the US. CUMTD will produce hydrogen on-site partially from renewable sources.	\$1,450,000
IN	Indianapolis Public Transportation Corporation	IndyGo will receive funding to upgrade electrical infrastructure to charge electric buses at its operations facility. This upgrade supports IndyGo plans to replace all diesel buses with electric buses by 2032. IndyGo's projected fleet will include 143 electric local buses and 56 electric rapid transit buses.	\$1,450,000
KY	Transit Authority of Lexington (Lextran)	Lextran will receive funding to purchase battery electric buses and on-route charging stations to service the University of Kentucky campus, City of Lexington, and Fayette County. The purchase will add to Lextran's existing fast-charge fleet as well as introduce extended-range buses, allowing for expanded zero emission service, which will help to achieve both Lextran and UK campus sustainability goals.	\$1,000,000
LA	Capital Area Transit System (CATS)	CATS will add new Proterra 35' Catalyst XR electric buses, depot charges, and an on-route fast charger to their bus fleet. The buses will be deployed on the Bus Rapid Transit Florida Boulevard, and	\$500,000

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State	Project Sponsor	Project Description	Funding Amount
LA	Lafayette City-Parish Consolidated Government	Plank Road Routes and the newly planned North Baton Rouge HUB facility allowing several options for expansion. This project will introduce battery electric fueled buses to the Lafayette Transit System fleet, along with overnight charging stations. The Lafayette City-Parish Consolidated Government is looking to replace retired diesel fueled buses with Proterra zero emission battery electric fuel buses. The buses will be deployed in areas such as downtown and the University.	\$500,000
MA	Massachusetts Department of Transportation	The Massachusetts Department of Transportation and the Martha's Vineyard Transit Authority will receive funds to purchase all-electric transit buses and an energy storage system.	\$1,200,000
MD	Montgomery County, Maryland	Montgomery County, Maryland will receive funds to purchase Proterra 35' E2 battery electric buses, as well as depot chargers, to replace diesel buses. The buses would be Montgomery County's first zero-emission buses and would be a component of green and sustainable initiatives underway in the county.	\$1,750,000
MI	Mass Transportation Authority	The Mass Transportation Authority will receive funds to purchase and deploy electric buses as replacement buses for buses that have met and exceeded their useful life, as well as charging stations to provide the necessary	\$500,000

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State	Project Sponsor	Project Description	Funding Amount
MN	Metropolitan Council / Metro Transit	Infrastructure to support the fleet of electric vehicles. Metro Transit will receive funds to replace diesel buses with battery electric buses as well as the needed charging equipment. The buses will be used on the new C Line, which is a rapid bus line.	\$1,750,000
MO	Bi-State Development Agency (Metro)	St Louis Metro Transit will receive funds to replace older model diesel buses with battery electric city transit buses in the St Louis region. The goal is to integrate battery electric buses on specific high profile routes in the St Louis downtown and metropolitan area. Battery electric buses will allow Metro to continue to support the region's sustainability and air quality efforts.	\$1,450,000
MT	Missoula Urban Transportation District	The two primary public transportation providers in Missoula, MUTD and ASUM-OT, are collaborating in the deployment of electric buses to advance agency goals to convert to clean vehicle technology. As a community that faces severe air quality issues, as well as record growth in transit ridership, this project is well supported by local and regional plans, and will deliver significant benefits to regional air quality.	\$500,000
NC	City of Asheville	The City of Asheville will receive funds to acquire 35-foot battery electric buses and chargers. This project will be the catalyst to transition Asheville's transit fleet to	\$633,333
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State	Project Sponsor	Project Description	Funding Amount
	Transportation Authority	electric buses, related maintenance equipment, and the installation of a charging system. These buses will be used for revenue service, replacing older diesel buses, resulting in significant reduction in emissions.	
OH	Stark Area Regional Transit Authority	The Stark Area Regional Transit Authority will receive funding to purchase zero-emission hydrogen fuel cell transit buses sourced directly from ElDorado, supporting a significant leap toward cost-reducing economies of scale and commercialization of the American Fuel Cell Bus.	\$1,750,000
OK	Central Oklahoma Transportation and Parking Authority	The Central Oklahoma Transportation and Parking Authority will receive funding to replace diesel buses with New Flyer electric buses and chargers, and support workforce development.	\$797,550
OR	Oregon Department of Transportation	The Oregon Department of Transportation, in partnership with SMART, will receive funding to purchase battery electric buses for fixed routes servicing the City of Wilsonville, Oregon. By replacing aging diesel buses with Proterra 35' E2 electric buses, SMART will increase overall fleet efficiency, reduce emissions, improve ride quality, and develop the relevant skills and experience necessary to enable future expansion of zero-emission buses.	\$1,450,000
PA		PAAC will purchase 40-foot battery electric buses and	\$500,000

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State	Project Sponsor	Project Description	Funding Amount
	Port Authority of Allegheny County (PAAC)	rapid electric charging stations. The new electric buses will be operated on Port Authority's 88 Penn route serving Pittsburgh's East End. Also included in this project is workforce training and development.	
SC	South Carolina Department of Transportation	The City of Seneca and Oconee County will purchase 35' Proterra Catalyst zero-emission extended-range battery electric buses to the nation's first all-electric transit bus system. This project is part of a planned all-electric transit service expansion to two municipalities in rural Oconee County.	\$1,450,000
SC	Greenville Transit Authority	Greenville TA is partnering with Proterra to purchase battery electric transit buses, overhead and depot chargers, and related equipment and infrastructure. By replacing vehicles that have exceeded their useful life, this project will improve the condition of buses providing regular passenger service, improve air quality, and reduce expenses associated with operating diesel vehicles.	\$1,450,000
TN	Nashville Metropolitan Transit Authority	Nashville MTA is partnering with Proterra to purchase battery electric transit buses that will operate on the Music City Circuit downtown circulator routes. MTA is extending one of the Music City Circuit routes to connect to Tennessee State University's main campus.	\$500,000
TX			\$1,750,000

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State	Project Sponsor	Project Description	Funding Amount
	City of Lubbock/Citibus	The City of Lubbock and local transit agency Citibus will receive funding to purchase Proterra 40' fast-charge electric buses that will be used on the Texas Tech University campus. The project also includes an on-route fast charger and depot charger. By replacing diesel buses that have exceeded their useful life with battery electric buses, Citibus will reduce overall fleet energy consumption, maintenance costs, and emissions.	
TX	VIA Metropolitan Transit	VIA Metropolitan Transit will receive funding to replace diesel buses with battery electric buses. The new battery electric buses will support urban renewal efforts in the downtown area as well as VIA's workforce development program. VIA's use of 100% renewable grid power ensures the battery electric buses will truly be zero emissions.	\$1,750,000
UT	Utah Department of Transportation	Park City Transit will purchase long-range battery electric 35' Proterra Catalyst E2 buses with depot chargers to replace diesel buses. The electric buses will help create a Resort Connector Express route, providing high-frequency service to major activity and employment areas. The fully electric RCX would also connect to the newly implemented fully electric Bus Rapid Transit route.	\$500,000
VA	Transportation District	Hampton Roads Transit will purchase 40-ft Proterra Catalyst E2 Extended Range	\$500,000

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<https://www.transit.dot.gov/funding/grants/fiscal-year-2017-low-or-no-emission-low-no-b...> 8/22/2018

State	Project Sponsor	Project Description	Funding Amount
	Commission of Hampton Roads	Electric Buses and associated Depo Plug-in Chargers. These buses have the benefit of improving air quality by eliminating dangerous particulate emissions, and results in a savings of 14.5 million pounds of carbon emissions during the useful life of the buses.	
VT	Vermont Agency of Transportation	The Vermont Agency of Transportation will receive funding to purchase electric buses. The project is a collaborative effort that includes a local utility, bus company, state, as well as a private energy company and will support reduced energy consumption & emissions. Buses will be deployed at Green Mountain Transit in Burlington, Vermont.	\$480,000
WA	Kitsap County Public Transportation Benefit Area Authority	Kitsap Transit will receive funding to replace diesel buses with battery electric buses and charging infrastructure. In 2016, KT dedicated local funding to the demonstration of one battery electric bus in its service area located in Kitsap County, WA. KT is collaborating with Puget Sound Clean Air Agency, Puget Sound Energy, and EV Support to analyze the advanced technology buses and infrastructure.	\$1,000,000
WI	City of Madison	Metro Transit will receive funding to purchase 40' battery electric buses that will replace diesel buses. The project will begin the fleet transition to all electric buses. The City of Madison has a goal	\$1,278,950
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State	Project Sponsor	Project Description	Funding Amount
		to convert the fleet to 50% electric by 2035.	
Total			\$54,992,016

Updated: Thursday, March 22, 2018

Related Links

- [Federal Register: Fiscal Year 2017 Low or No Emission Grant Program Project Selections and Implementation Guidance](#)

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Exhibit D – Price Proposal and Cost Worksheet

2018 35 Ft. E2 Proterra Buses - 7 Buses



PROTERRA

Estimated Costs and Sources of Funding

Pricing Estimates Covered by LowNo and Local Match Funds	Price per Unit	Units	Total
Base Bus Price	\$ 693,000	7	\$ 4,851,000
Bus Configuration	\$ 175,449	7	\$ 1,228,143
<i>Subtotal Per Bus</i>	\$ 868,449		
Spare Parts Package	\$ 59,346	1	\$ 59,346
Battery Lease Cost	\$ (196,000)	7	\$ (1,372,000)
Depot Charger	\$ 42,500	7	\$ 297,500
*Optional substitute to 25' CCS1 cord	\$ 300	7	\$ 2,100
Depot Charger Install Costs (Park City Responsibility)	\$ 35,000	7	\$ 245,000
Total	<i>(Total excludes depot charger install)</i>		\$ 5,066,089

Sources of Revenue	Funding Amount	% of Total Cost
Low No Grant	\$ 500,000	10%
Park City 21% Local Match	\$ 1,063,879	21%
Park City 5311 Funds	\$ 3,502,210	69%
Utah Volkswagen Settlement Funds	\$ -	0%
Park City Non-Planned Local Match	\$ -	0%
Total	\$ 5,066,089	100%

Additional Non-Capital Cost Sources of Funding	Price per Unit	Units	Total
Battery Service Agreement Program	\$ 196,000	7	\$ 1,372,000

Total Funding Delivered to Proterra for Base Bus and Batteries	Price per Unit	Units	Total
Total Bus Price - Bus base, configuration, spare parts, depot charger package + spare parts package (per each bus)	\$ 723,727	7	\$ 5,066,089
Total Money to Proterra at Time of Delivery			\$ 6,438,089

Exhibit E – Pre Build Configuration Document

OPTION CONFIGURATOR			
Customer	Park City		
Number of buses	7		
Bus length / model	35'		
Contract/P.O. #			
Delivery Date	Nov. 2018		
Proterra Tech Spec	Category	Customer Selection	Option
TS 9	Propulsion System (Electric) Battery Chemistry		Base - FC+
			FC
			XR
			XR+
		X	E2
			Special Request
	Overhead Fast Charger		Base - None
		X	350KW Overhead Fast Charger (FC, FC+, E2)
			262KW Overhead Fast Charger (XR+)
			Pantograph rails
			Special Request
TS 9	Plug-In Charge Port		Base - Single-Sided Standard J1772-CCS Charge Port: (1) 120KW CS-Rear Location
			Single-Sided Standard J1772-CCS Charge Ports: (2) 120KW CS-Rear Location
		X	Dual-Sided Standard J1772-CCS Charge Ports: (1) 120KW CS-Rear Location & (1) 120KW CS- Front Location
			Special Request
TS 32.1	Wheels		Base - Alcoa Brushed Aluminum Wheels PN 886510
			Alcoa Clean Buff Aluminum Wheels PN 886517
			Alcoa DuraFlange Clean Buff Aluminum Wheels PN 886517DF
			Alcoa DuraBright Brushed Aluminum Wheels PN 886510DB
			Alcoa DuraBright Duraflange Brushed Aluminum Wheels -Alcoa DuraBright/ DuraFlange - PN 883613DD
			Alcoa Polished Aluminum Wheels PN 886513
			Alcoa DuraBright Polished Aluminum Wheels PN 886513DB
			Alcoa DuraFlange Polished Aluminum Wheels PN 886513DF
		X	Alcoa DuraBright Duraflange Polished Aluminum Wheels PN 886513DD
			White Steel Accuride
		X	Spare Wheel - 2 spares
			Alcoa DuraBright/ DuraFlange - PN 883613DD
TS 32.2	Tires	X	Base - Michelin X InCity Z 305/70R22.5
			Lease from Customer
		X	Spare Tire - 2 spare tires
			Special Request [Overall Diameter = 40.0, Overall Width = 12.2, Static Loaded Radius = 18.5, Overall Width Loaded = 13.4.]
TS 46.3	Visors / Sun Shades		Base - One Shade on Front Window (30" mesh)
			Front 48"
			Front and Side Mesh, Solid, Solid/Mesh 30"
			Front and Side Mesh, Solid, Solid/Mesh 48"
		X	Front and Side - Solid/Mesh-2 sun shades - mesh top/solid low - 30" front; 48" side.
TS 46.6	Driver Foot Controls	X	Base - Non-Adjustable Pedals
			Adjustable
			Special Request

Proterra Tech Spec	Category	Customer Selection	Option
TS 74	Vandal Shields	X	Base - None
			3M Vandal Shields
			Vandal Guard anti-graffiti film
			Special Request
TS 71.1	Appearance (Exterior Graphics)		Base - Base bus gel coat in white (no wrap / paint)
		X	Wrap
			Paint
			Special Request
TS 75.8	Floor Covering	X	Base - Altro Figura Fireworks; Color = TFFG2706F Crackle 2.7mm
			RCA
			GerFloor
			Special Request
TS 78	Passenger Seating		40' Bus Body Only
			Base - 40 Passenger / USSC Gemini Package
			38P AmSeCo Insite
			40P Kiehl Ideo
			Special Request
			35' Bus Body Only
			Base - 29 Passenger / USSC Gemini Package
			27P AmSeCo Insite
			?P Kiehl Ideo
		X	Seating layout utilizing American Seating 6466; providing USB port options on front seats only (between doors). 29 Seats; Fabric CAA323
TS 79	Passenger Assists (Stanchions)		Base - Stainless steel except exit stanchions (yellow), 2 modesty panels without polycarbonate screens, 6 lower level vertical stanchions from ceiling to seats with no bends, 2 upper level horizontal stanchions, 4 vertical upper level stanchions with no bends, 6 grab straps
		X	Base config, with electric doors (additional stanchions at exit door)
		X	Standard - Stainless Steel- height to correspond with 6466 seat selection;
TS 79.5	Overhead		Base - 6 Grey Nylon Prima Grab Straps
		X	14 additional black nylon flexible 11" straps
TS 80	Optical Door Sensor	X	Base - None
			Contactless Passenger Protection System (Ventura Only)
			Special Request
TS 81.1	Loading Systems for Low-Floor Bus (ADA Ramp)		40' Bus Body Only
			Base - Ricon 4:1 ADA Ramp
			Ricon 6:1
			Lift U 6:1
			Special Request
			35' Bus Body Only
			Base - Ricon 4:1 ADA Ramp
			Ricon 6:1
		X	Lift U LU11 6:1
TS 81.5	Wheelchair Accomodations		Special Request
			40' Bus Body Only
			Base -2 ADA Positions w/ 4pt Q'straint ADA system
			Q-Pod
			Quantum
			Special Request
			35' Bus Body Only
			Base - 2 ADA Positions w/ 3pt Q'straint ADA System
		X	Q-Pod/ Q'Straint Belt /system (2); Touch pad stop request(2); Remote release (2). 3 pt. system with retractable belt - included in seat quote
			Quantum

Proterra Tech Spec	Category	Customer Selection	Option
TS 85.1	ADA Stop Request Signal Type	X	Base - Touch Pad on Seat
			Touch Tape
			Special Request
TS 70.2	Bike Rack		Base - No Bike Rack
			Sportsworks 2 position
		X	Sportsworks 3 position (Not Available in CA)
			Midwest BykRak 2 position
			Midwest BykRak 3 position
			Special Request
TS 70.2	Bike Rack Sensor	X	Base - No Sensor Installed
			Bike Rack Deployment Sensor
			Special Request
TS 83	Destination Signs: Front		Base - Hanover, Amber
		X	Luminator Horizon SMT Amber; standard - Luminator, Horizon Gen 4 - Front - amber 16 row x 160 column Horizon Gen 4/TYPE Independent MCU Control With USB Port ODK 4 Has RS232, J1708 and Ethernet External Connections; sign controller to be located in driver's OH; Darren to check with Luminator on ethernet connection.
			Luminator Horizon SMT White
			Luminator Titan Amber
			Luminator Titan White
			Luminator Titan Color
			Hanover White
			Hanover Color
			Special Request
TS 83	Destination Signs: Dash	X	Base - None
			Luminator Horizon SMT Amber
			Luminator Horizon SMT White
			Hanover Amber
			Hanover White
			Hanover Color
			Special Request
TS 83	Destination Signs: Curbside		Base - Hanover Amber
		X	Luminator Horizon SMT Amber- Horizon Gen 4 - Amber 16 row x 48 column without wheelchair symbol
			Luminator Horizon SMT White
			Hanover White
			Hanover Color
TS 83	Destination Signs: Rear		Base - Hanover, Amber
		X	Luminator Horizon SMT Amber-Amber 16 row x 48 column without wheelchair symbol
			Luminator Horizon SMT White
			Hanover White
			Hanover Color
TS 83	Destination Signs: Streetside		Base - None
		X	Luminator Horizon SMT Amber-Amber (8 row by 96 columns)
			Luminator Horizon SMT White
			Hanover Amber
			Hanover White
			Hanover Color
			Special Request

Proterra Tech Spec	Category	Customer Selection	Option
TS 85	Passenger Stop Request / Exit Signal		Base - Touch Tape
		X	Pull Cords
			Special Request
TS 85	Stop Request Misc		Base - Switch on Stanchion Forward of Rear Door
			Additional 2nd Switch on Stanchion Rear of Rear door
		X	No switch on rear stanchion
TS 86.3	Automatic Passenger Counter (APC)		Base - None
			InfoDev
			UTA
			Irma Matrix
			Hella
		X	These components are part of the Avail Suite of ITS Technology: APC (AUTOMATIC PASSENGER COUNTER); APC Integrated With ITS the are info Dev; Prototype cover to be provided over rear door APC
	WiFi		Base - None
			CradlePoint - AT&T
			CradlePoint - Verizon
			CradlePoint - General
			Icomera
		X	Icomera; Passenger WiFi, router installed in streetside wheel well storage box
TS 85.1	Next Stop Sign		Base - Backlit "Stop Requested" sign, Transign #SRD300
			Luminator
		X	Special Request-sunrise single line NXTPS 7"x96" 2M J1587-1 - included in AVAIL quote
	Winter Weather Package		Base - None
			Winter Weather Package = Heated front entrance
			Winter Weather Package = Heated front entrance, heated rear mat
		X	Winter Weather Package w/ Charge Blade = Heated Scoop, Heated Charge Blade, Heated front entrance
			Advanced Winter Weather Package = Heated Rear Mat & Aux feul fired heater
		X	Heated Rear Mat
TS 62	Hatches		40' Bus Body Only
			Base - 2 x Opaque Manually Operated
			2 x Clear Manually Operated
			2 x Opaque Electric operated
			2 x Clear Electric operated
			2 x Opaque Electric operated w/ static vent
			Special Request
			35' Bus Body Only
			Base - 1 x Opaque Manually Operated
		X	1 x Clear Manually Operated
			1 x Opaque Electric operated
			1 x Clear Electric operated
			1 x Opaque Electric operated w/ static vent
			Special Request

Proterra Tech Spec	Category	Customer Selection	Option
	Single Camera Advanced Driver Assistance System (Passive)	X	Base - None
			Single Camera
			Shield +
			Special Request
	USB Ports		Base - None
		X	USB Ports on seats - included in seating quote
			Special Request
TS 75.1	Operators Barrier	X	Base - None
			Quarter Barrier
			Full Enclosure
			Special Request
TS 55	HVAC	X	Base - Eberspaecher
			ThermoKing
			Special Request
TS 72.1	Passenger Information System		Base - None
			Luminator InfoTransit
			Clever Infotainment
		X	REI
			Special Request
TS 53.4	Windows		Base - Single Piece Flush Mounted 50% Grey 5 mm tempered glass (per base selected on template)
		X	Transom
			Tint %
			Special Request
TS 49	Driver's Seat		Base - Recaro Ergo Metro P/N 8H8.01.522.VCC11
		X	Recaro Ergo Metro AM80 with headrest, pneumatic suspension, stainless steel risers, air lumbar adjustment, fabric seat surface, fore/aft slides, 2-point seatbelt retractor Ergo Metro AM80 Driver's Seat -PN 8H8.01.5A2.CC11- Black fresh performance fabric cover, side bolster adjustments, antibacterial seat cushion lining and liquicel cushion; crypton water/oil repellent, antimicrobial and antibacterial finish Replacement seat cushion provided
TS 53.2	Emergency Exit (Egress) Configuration		40' Bus Body Only
			Base - 4 Egress Windows (3 SS & 1 CS)
			Special Request
			35' Bus Body Only
		X	Base - 2 Egress Windows (2 SS)
			Special Request
TS 69.2	Access Door Latch/Locks	X	Base - square key for exterior access panels - access to the Master Battery Disconnect is not locked
			Special Request
TS 72	Decals, Numbering and Signaling		Base - Proterra Decal Package (English Only)
		X	Proterra Decal Package Bilingual (English & Spanish)
			Special Request

Proterra Tech Spec	Category	Customer Selection	Option
TS 75.9	Interior Lighting (Hadley) Interior Lights Automatically Select Bright When Either Door Open (Y/N)		Base - Automatic Bright at Open
			Interior lighting remains as selected (dim or bright) with door open
		X	Hadley Blue Panels - or blue bulbs if available (LED - changed color day/night)- Hadley investigating - Park City want blue/white light - reference email
TS 76	Fare Collection		Base - Electrical Provision Only
		X	Diamond SV farebox procured and installed. Verified harness provisions for potential epay system
TS 86.1	Camera Surveillance System		Base - None
		X	Apollo DVR RoadRunner HDR16 - 16 Channel with 2.TB solid state drive (Ref# RR-HDR16-10005); 11 cameras/ Back-up camera / 360 in location G included.
TS 86.2	Public Address System		Base - REI PA only w/ Gooseneck mic
			Driver's speaker
		X	REI AM/FM, CD, MP3, USB, SD Player, DVD Input, With built in- PA system, installed above driver's barrier storage box (In REI Quote- captured above) 8 speakers in passenger compartment and 1 driver's speaker
TS 86.4	Voice/CB Radio System		Base - None
		X	Motorola APX 6500 mounted in streetside wheel well storage box with control head and microphone mounted at right hand side of dash. All radios ust power on/off with the ignition. Auxiliary 2-way radio, model XPR5500 with ignition sense feature and ASP8574 antenna @ 148-160 MHz
TS 86.4.4	Emergency Alarm		Base - Covert switch to Destination sign only
		X	Included in AVAIL quote
TS 39.5	Air Dryer	X	Base - Bendix AD-15
			Graham White QBA 15-NX7
			Special Request
	Maintenance Ports		Base - Single Male Lincoln fitting @ bumper and Rear SS access panel
		X	Base plus additional Male Lincoln fitting @ bumper for brake control
			Special Request
TS 5.10	Fire Suppression	X	Base - None. Fire extinguisher included.
			Only Fire Detection in Prodrive
			Fire Suppression in Prodrive
			Special Request
TS 25	Towing		40' Bus Body Only
			Base - Capable of front tow, no rear tow, no rear ditch extraction
			Capable of front tow and rear ditch extraction (no rear tow)
			Special Request
			35' Bus Body Only
		X	Base - Capable of front and rear tow
	Other	X	Opticom Series 2000 Low Priority Signal Kit - tie into AVAIL
		X	Extra fan in the front destination (same as last config)
		X	Dash Fan
		X	Ad Holder-Transit Information Products model OBIC 19/31 8PW 2L Black information board for passenger on aft side of driver's modesty panel .19" wide by 21" tall, mounted 2 1/4" from the bottom of the removable panel-photo in folder
		X	Coat Hanger/ Broom Holder
		X	Exterior Lighting above doors (Dialite 3 rear; 1 additional Front)
		X	SS Rear Yield Sign (momentary signal)- review mounting location with 35' Bus
		X	PD 2.0 - realize retrofit, but really want it included in pricing
		X	ITS - AVAIL

ATTACHMENT "B"

Technical Specifications & Sales Order

Customer: Park City Transit
 Bus Length: 35' E2
 Quantity: 7

Base Bus Price:		\$ 693,000.00
	Configuration Item: (\$/ Bus)	
1	SS Rear Yield Sign (momentary signal)	\$ 600
2	Sportworks - Apex- 3 position (brushed stainless; no switch)	\$ 1,704
3	Luminator Horizon SMT Amber Destination signs	\$ 5,367
4	REI VR 3000 AM/FM DVD/CD/MP3/USB/SD player with auxiliary jack on the back;; With built in-PA system, installed above driver's barrier storage box	\$ 4,824
5	Motorola - APX 6500 system plus XPR5550	\$ 7,305
6	Pro-Drive 2.0 (Retrofit Package- when available)	\$ 24,708
7	Winter Weather Package	\$ 4,975
8	Opticom Series 2000 Low Priority Signal Kit	\$ 5,460
9	AROW Global Transom Windows	\$ 7,658
10	14 Additional Grab Straps	\$ 420
11	Exterior Lighting above doors (Dialite 3 rear; 1 additional Front)	\$ 450
12	Dash Fans for windshield moisture	\$ 150
13	AVAIL ITS System	\$ 36,846
14	American Seating 6466, cantilevered / USB Ports/ ADA (29 Passenger/ Fabric CA323)	\$ 12,456
15	Driver's Front/Side Sun shades ; 1/2 mesh; 1/2 solid	\$ 20
16	Ventura Electric Doors	\$ 5,681
17	Apollo DVR RoadRunner HDR16 - 16 Channel with 2.TB solid state drive (Ref# RR-HDR16-10005); 11 cameras/ Back-up camera / 360 in location G included.	\$ 20,666
18	Diamond SV Farebox - procure/ install	\$ 1,343
19	DuraBright / Duraflange wheels	\$ 2,115
20	2 Spare wheel/tires	\$ 3,255
21	LU11 - 1:6	\$ 3,281
22	ICOMERA System	\$ 10,133
23	Ergo Metro AM80 Driver's Seat -PN 8H8.01.5A2.CC11	\$ 578
24	Exterior Bus Wrap	\$ 11,410
25	Pull Cords	\$ 393
26	Clear Escape Hatch	\$ 159
27	Hadley Blue Light Panels	\$ 312
28	Maint. Port Upgrade/ Extra Fan (Dest. Sign area)/Coat hanger/ Broom holder	\$ 350
29	Ad Holder-Transit Information Products model OBIC 19/31 8PW 2L Black	\$ 266
30	Dual Ports - CS Front/CS Rear	\$ 2,564
	Total Configuration Pricing:	\$ 175,449
SubTotal Per Bus:		\$ 868,449
Less Battery Service Agreement:		\$ (196,000)
Total Contact Price Per Bus		\$ 672,449
Total For 7, 35' E2 Buses		\$ 4,707,143
PCS Depot Chargers:		
31	7, PCS, 60 kW Chargers @ \$42,500	\$ 297,500
Potential Extras (depending on Layout):		
	\$750 for dispenser pedestal if not wall mounting	\$ -
	\$150 to substitute standard 10' CCS1 cord with 18' cord	\$ -
	\$300 to substitute standard 10' CCS1 cord with 25' cord	\$ 2,100
Depot Charger Subtotal:		\$ 299,600
Other Contract Items:		
Tools / Spare Parts:		
32	Proterra Diagnostic Software License /NEXIQ USB-LINK (WiFi) - Required for Proterra Diag Software	\$ 6,311
33	Spare Parts Package	\$ 53,035
Total for Other Contract Items:		\$ 59,346
Total Contract Value :		\$ 5,066,089

ATTACHMENT "C"

Warranty Provisions



Sales Order - Bus Configuration

WARRANTY				REV C
Customer		Park City		\$0
Contract/P.O. #		7		
Delivery Date		35'		
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
NA	Bumper to Bumper	X	Base - 1yr/50,000miles	\$0
			2yr/100,000miles	\$7,500
			3yr/150,000miles	\$21,000
			4yr/200,000miles	\$35,700
			5yr/250,000miles	\$51,700
			Custom (describe here)	\$TBD
NA	Monocoque Structure (Body)	X	Base - 12yr/500,000miles	\$0
			Custom (describe here)	\$TBD
NA	Structural Systems (suspension mounts, rear cage)	X	Base - 3yr/150,000miles	\$0
			Custom (describe here)	\$TBD
NA	Battery (ESS)	X	Base Materials and Workmanship - 12yr/unlimited	\$0
			Standard State of Health - 6yr/usage per warranty document)	\$0
			Custom (describe here)	\$TBD
NA	Subsystem - Air Compressor	X	Base - 2yr/100,000miles	\$0
			3yr/150,000miles	\$600
			4yr/200,000miles	\$1,300
			5yr/250,000miles	\$1,900
			Custom (describe here)	\$TBD
NA	Subsystem - Traction Motor/Inverter	X	Base - 2yr/100,000miles	\$0
			3yr/150,000miles	\$1,400
			4yr/200,000miles	\$2,600
			5yr/250,000miles	\$4,700
			Custom (describe here)	\$TBD
NA	Subsystem - HVAC	X	Base - 2yr/100,000miles	\$0
			3yr/150,000miles	\$1,700
			4yr/200,000miles	\$3,800
			5yr/250,000miles	\$5,900
			Custom (describe here)	\$TBD
NA	Subsystem - Power Steering	X	Base - 2yr/100,000miles	\$0
			3yr/150,000miles	\$600
			4yr/200,000miles	\$1,200
			5yr/250,000miles	\$1,900
			Custom (describe here)	\$TBD
NA	Subsystem - DCDC	X	Base - 2yr/100,000miles	\$0
			3yr/150,000miles	\$300
			4yr/200,000miles	\$600
			5yr/250,000miles	\$900
			Custom (describe here)	\$TBD
NA	Subsystem - Transmission	X	Base - 2yr/100,000miles	\$0
			3yr/150,000miles	\$600
			4yr/200,000miles	\$1,200
			5yr/250,000miles	\$1,900
			Custom (describe here)	\$TBD
NA	Subsystem - Brakes	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD

Configuration as noted above approved by:

Proterra: _____

Customer: _____



Sales Order - Bus Configuration

Customer	Park City			\$0
Contract/P.O. #	7			
Delivery Date	35'			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
NA	Subsystem - Destination Signs	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD
NA	Subsystem - Defroster	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD
NA	Subsystem - Doors	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD
NA	Subsystem - Air Dryer	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD
NA	Subsystem - ADA Ramp	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD
NA	Subsystem - Fire Suppression	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD
NA	Subsystem - Seats	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD
NA	Subsystem - Windows	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD
NA	Subsystem - Axles	X	Base - 2yr/100,000miles	\$0
			Custom (describe here)	\$TBD
NA	Charger - Depot	X	Base - 2years	\$0
			3years	\$2,000
			4years	\$4,500
			5years	\$5,700
			Custom (describe here)	\$TBD
NA	Charger - On-Route	X	Base - 2years	\$0
			3years	\$18,000
			4years	\$36,000
			5years	\$48,000
			Custom (describe here)	\$TBD
NA	Other Warranty		Custom (describe here)	\$TBD

Configuration as noted above approved by:

Proterra: _____

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Customer: _____



Standard Limited Warranty Proterra Catalyst Battery Electric Bus

Proterra Inc. ("Proterra") warrants to the original purchaser/lessee that its Catalyst battery electric bus will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. Such repair or replacement shall be the sole and exclusive remedy for any breach of warranty contained herein. This is a limited warranty subject to the terms and conditions stated below and is referred to as Proterra's Standard Limited Catalyst Bus Warranty.

Proterra's Standard Limited Catalyst Bus Warranty applies to the Class A and Class B parts, assemblies, components listed below. The warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the purchase/lease agreement) and any associated freight costs during the warranty time period identified below.

Class A:

This class includes manufactured or assembled components and systems, including some purchased assemblies listed below.

The Coverage Period is the lesser of:

	<u>Term (yrs)</u>	<u>OR</u>	<u>Miles</u>
Complete Bus (1)	1 yr		50,000
Main Composite Monocoque Structure (2)	12 yrs		500,000
Structural Systems (3)	3 yrs		150,000

Class B:

This class includes major components purchased and installed by Proterra and listed below.

The Coverage Period is the lesser of:

	<u>Term (yrs)</u>	<u>OR</u>	<u>Miles</u>
Brake System	2 yrs		100,000
Transmission	2 yrs		100,000
Axle	2 yrs		100,000
Destination Signs	2 yrs		100,000
Defroster	2 yrs		100,000
Door Systems	2 yrs		100,000
Air Compressor	2 yrs		100,000
Air Dryers	2 yrs		100,000

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Wheelchair Lift and Ramp System	2 yrs	100,000
Fire Suppression	2 yrs	100,000
Passenger Seating (excluding upholstery)	2 yrs	100,000
Windows	2 yrs	100,000
Traction Motor and Inverter	2 yrs	100,000
Power Steering	2 yrs	100,000
A/C Unit and Compressor	2 yrs	100,000

- (1) Complete Bus is defined as bumper-to-bumper coverage excluding the following:
- Provided Customer Equipment (including but not limited to: ITS)
 - Consumables (including but not limited to: brake pads, wiper blades)

- (2) Main Composite Monocoque is defined as the main composite body excluding non-structural members.
(3) Structural Systems is defined as the structural elements of the suspension and powertrain cradle.

This warranty does NOT cover malfunction or failure of the bus due to the following events induced or caused by the purchaser/lessee or other third party:

- ◊ Alteration or modification of any part of the bus or assembly or combination of any part of the bus with any third party item
- ◊ Misuse or negligent use of the bus, including but not limited to purchaser's, lessee's or a third party's failure to follow Proterra's operating manual
- ◊ Intentional or accidental Collision
- ◊ Acts of Nature
- ◊ Neglect or Failure to perform the Preventative Maintenance outlined in the maintenance documentation for the bus
- ◊ Unauthorized use or operation outside of the terms and conditions of the applicable lease contract
- ◊ Improper maintenance and repair
- ◊ Intentional acts of destruction, tampering or vandalism

For the avoidance of doubt, this warranty does not include the replacement of normal maintenance items including, but not limited to, brake pads, filters, light bulbs, or any consumable items that are the sole responsibility of the purchaser/lessee.

The start of the Standard Limited Catalyst Bus Warranty term is the date of acceptance of each bus in accordance with the terms of the applicable purchaser/lease contract.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs, or replacement part to the purchaser/lessee without the above documentation.

This warranty document does not include the Fast Charge System, Depot Charger, or Battery System. Please refer to those specific system warranty documents.



Standard Limited Warranty Proterra Charging System

Proterra Inc. ("Proterra") warrants to the original purchaser/lessee that its Proterra Charging Systems will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. Such repair or replacement shall be the sole and exclusive remedy for any breach of warranty contained herein. This is a limited warranty subject to the terms and conditions stated below and is referred to as the Standard Limited Charging Systems Warranty.

Proterra's Standard Limited Charging Systems Warranty covers the parts, assemblies, and components in the charge system listed below. This warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the sales agreement) and any associated freight costs during the warranty time period identified below.

Coverage Period:	
On-route Fastcharge System	2 years
In-depot Charger	2 years

The "charge systems" as referred to in this document is comprised of but not limited to the following components:

- Fastcharge System
 - Power cabling and conduit downstream of the main switchgear
 - Ground work, conduits, and wiring to support Docking Control Box (DCB) and Main Charger
 - Docking Control Box and Main Charger equipment
 - Ground work, conduits and wiring between Docking Control Box and Manual Charge Box
 - Ground work, conduits and wiring between Docking Control Box and Overhead Charge Assembly
 - Overhead charge assembly
 - Wireless communication antenna system, conduit, and cabling
 - Estop conduit, wiring and button
 - Pole and footing structure (if provided)
 - Canopy (if provided)
 - If a pole isn't provided, the overhead charge system structure is included up to the location of contact with an existing structure. When an existing structure is used, professional engineers shall review and approve the use of such existing structure which approval shall be in such engineer's professional discretion; provided that Proterra accepts no liability for any damage that may occur to existing structures.
 - Transformers downstream of meter that are not owned by the utility
 - Manual charge cables
- Depot Charger
 - Main charge equipment
 - Vehicle connection cable

Items and components NOT covered by the Standard Limited Charging Warranty include but are not limited to the following:

- Switchgear
- Data communication link from transit authority
- Transformers upstream of the switchgear
- Facility related items (including but not limited to buildings or enclosures, concrete pads, HVAC)

The coverage includes replacement of internal affected component if the Fastcharge system time to charge is, on average, more than 50% greater than the previous six (6) month average. The foregoing applies only if (i) the

Charging System Warranty V4

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Bus has been in service on the intended route for at least six (6) consecutive months prior to the evaluation and (ii) the increase is not attributable to changes in climate or other environmental factors.

The warranty does NOT cover malfunction or failure of the charge system due to the following events induced or caused by the purchaser/lessee or other third party:

- o Alteration or modification of any part of the charge system or assembly or combination of the charge system with a system that is not authorized in writing by the manufacturer or performed by the manufacturer
- o Misuse or negligent use of the Charge System, including but not limited to, purchaser/lessee or maintenance provider's failure to follow Proterra's operating manual
- o Intentional or accidental collision, destruction, tampering or vandalism
- o Acts of Nature
- o Neglect or Failure to perform the Preventative Maintenance outlined in the Service Maintenance documentation for the Charge System
- o Unauthorized use or operation outside the terms and conditions of the applicable sales/lease agreement
- o Improper maintenance or repair by purchase or any third party service

For the avoidance of doubt, this warranty does not include the repair or replacement of normal maintenance items including but not limited to: charge brushes, neutral brushes, pilot brushes, light bulbs, desiccant, oil or any consumable items that are the sole responsibility of the purchaser/lessee

The warranty does not cover Proterra provided emergency response labor outside of Proterra's normal business hours. Any failures of the charge systems requiring labor support outside normal business hours (M-F, 8am-5pm, excluding holidays), if provided by Proterra or its contractors at Proterra's sole and absolute discretion, shall be billed to the purchaser/lessee according to Proterra's labor rate schedule. Proterra's current labor rate schedule is attached hereto as Appendix A. Proterra reserves the right to update the labor rates at any time; provided that Proterra shall use commercially reasonable efforts to provide purchaser/lessee with notice of any such updates thirty days prior to such new rates becoming effective.

The start of the Standard Limited Charging Warranty term is the date of purchaser/lessee's acceptance of the charge system in accordance with the terms of the purchase/lease agreement.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs or replacement part to the purchaser/lessee without the above documentation.



APPENDIX A
Standard Limited Warranty Labor Rates

The following labor rates are applicable to Proterra's Standard Limited Warranty. Proterra reserves the right to update the labor rates at any time; provided that Proterra shall use commercially reasonable efforts to provide purchaser/lessee with notice of any such updates thirty days prior to such new rates becoming effective.

RATE ID	RATE DESCRIPTION	LABOR RATE
A	Emergency Charger Response	\$145 / hour
B	Non-Emergency Response	\$110 / hour

ATTACHMENT “D”

Depot Charger Specification and Installment Information



PROTERRA

037378 REV A01 60kW PCS and Dispenser Installation Manual

Proterra, Inc.
1815 Rollins Road
Burlingame, CA 94010
June 2018

This installation manual has been prepared to provide you with the information necessary to perform a typical installation of the Proterra PCS Charge System. To ensure maximum charge system performance and reliability, you must read and thoroughly understand the contents of this manual.

The specifications and information in this manual are the most current at the time of publication, and may be subject to change without notice. It is the responsibility of the transit agency to provide you with the necessary updates when special equipment or changes to standard equipment are implemented.

This manual is not intended to provide in-depth construction details and national or local electric code documentation may supersede and supplement the information contained in this manual.

The accompanying product is protected by one or more U.S. and foreign patents and/or pending patent applications held by Proterra Inc.

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Contacts and Regulatory Matter

National Highway Transportation & Safety Administration (NHTSA)

If you feel your new Proterra PCS Charge System has a safety issue that could cause personal injury, you should immediately inform the National Highway Traffic Safety Administration (NHTSA) with the information. You should also notify Proterra Inc immediately so that it can evaluate the situation or condition.

If NHTSA receives more information of a similar nature, it may open an investigation into the matter. If NHTSA determines there is a common safety defect in a group of charge stations, it may issue an order for a recall. NHTSA will not, however, become involved in an individual issue between the owner/operator, distributor and/or Proterra Inc.

To contact NHTSA, call the Auto Safety Hotline toll free at 1.800.424.9393 (outside the Washington, DC area). In the Washington, DC area, call 366.0123. The NHTSA may also be contacted in writing at the following address:

NHTSA

US Department of Transportation

Washington, DC 20590

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Chapter 1: Introduction

The Proterra Power Control System (PCS) and Charging Dispenser is the core of the depot charge station concept for CCS-compliant battery electric vehicles. The PCS-based charge system can be located at any site, specified by the transit operator, which allows for a suitable approach and departure area to properly position the bus for charging. Charging stations are typically located at a transit depot or other stop-over location and can have one or more charging positions available for the buses depending on customer requirements.

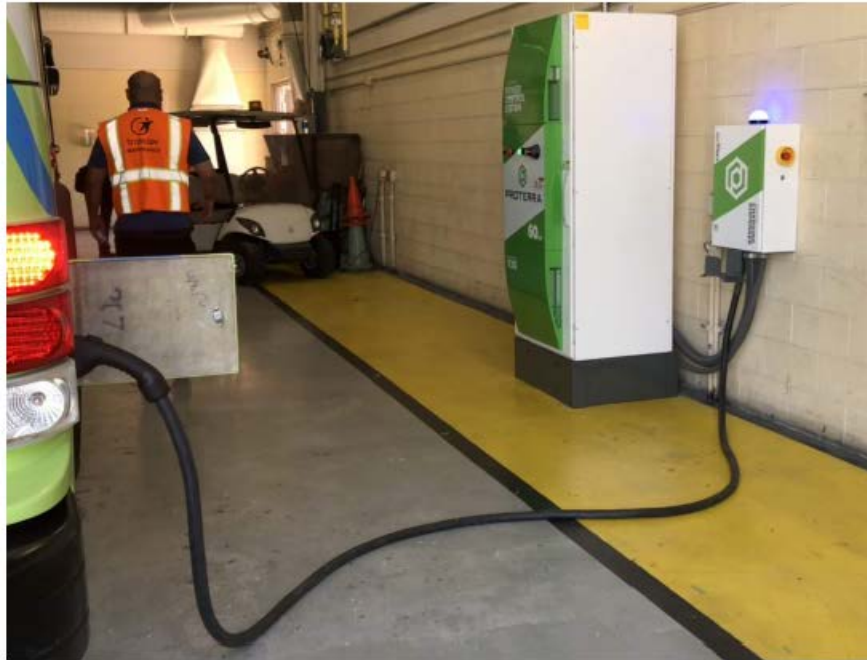


Figure 1-1. Battery-Electric Bus Connected to Proterra PCS Charge Station

Notes, Cautions, and Warnings

This document contains embedded Notes, Cautions, and Warnings to convey important information to the reader. The use of each of these messages is defined in the following sections.

Notes

Notes are used to emphasize important information by visually distinguishing it from the rest of the text. Notes can contain any type of information except safety information, which must always be placed in cautions or warnings.

Example:

Note: In all Proterra manuals, notes point out something of special interest or importance to the reader. Failure to read the note will not result in physical harm to the reader, equipment, or data.

Cautions

Cautions draw special attention to anything that could damage equipment or cause the loss of data. The caution will describe what could happen if the caution is ignored. Cautions will be placed before, or with the step it applies to. An 'attention' icon will be located beside a caution.

Example:



Do not turn the monitor off by unplugging it from the computer or wall socket. Severe damage to the monitor may result. Turn the monitor off before unplugging it.

Warnings

Warnings draw special attention to anything that could injure or kill the reader. Like cautions, they are always placed before, or with the step in the procedure they relate to, and are used with the 'attention' icon.

Example:



Unplug the computer before removing the outer case. If you don't unplug prior to removing the outer case, severe electrical shock may result.

Abbreviations and Acronyms

The following is an alphabetical list of Abbreviations and Acronyms associated with the Proterra PCS Charging System:

Acronym	Description
ANSI	American National Standards Institute
AWG	American Wire Gauge
CCSM	Combo Charging System Module
EPO	Emergency Power Off
GFDI	Ground Fault Detector Interrupter
HV	High Voltage
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IGBT	Insulated Gate Bipolar Transistor
ISO	International Organization for Standardization
ITB	Interface Terminal Board
kVA	Kilovolt Amperes
kW	Kilowatt
LV	Low Voltage
LVPS	Low Voltage Power Supply
MCB	Miniature Circuit Breaker
MIC	Main Converter Controller (Control Board)
MIU	Main Control Board
MSDS	Material Safety Data Sheet
NEC	National Electric Code
NFPA	National Fire Protection Association
OEM	Original Equipment Manufacturer
PCS	Power Control System
VAC	Voltage, Alternating Current
VDC	Voltage, Direct Current
VSB	Voltage Sense (Circuit Board)
WYE	Star-Connection, 5-wire WYE

Terminology

The following terms are associated with the PCS Charging System and the related equipment.

Charging Components on Bus:

Manual Charge Receptacle (Charge Port) - The J1772/CCS port is often located behind the curbside rear fender or curbside rear upper access panel, this component is used when plugging in the charge connector(s) of the Plug-in Charger.

Charging Components at Charge Station:

60kW Power Control System (PCS) - This component converts 480-Volt AC three-phase grid voltage to high-voltage DC and transfers the DC energy to the Charging Dispenser. This component also contains low-voltage communication wiring.

Charging Dispenser - This wall-mounted/floor-mounted enclosure can be located remotely from the PCS and transfers the high-voltage DC energy to the CCS Cable and Plug (Power Feed Connector).

Vehicle Interface - The CCS Cable and Plug (Power Feed Connector) that connect to the vehicle's Manual Charge Receptacle (Charge Port).

General Information:

NFPA 70E, Standard for Electrical Safety in the Workplace - This standard provides a guideline for protecting electrical workers from electric shock, electrocution, arc-flash, and arc-blast hazards while performing electrical-based construction and maintenance work.

System Overview

A typical PCS charge system is a combination of Proterra-supplied charging equipment and the supporting equipment supplied by the customer. The PCS charge station must be laid out so that the bus can approach and be positioned within reach of the CCS Plug at the Dispenser. Emergency shut-offs for the PCS charge system are clearly labeled and located with the charge equipment.



Figure 1-2. Typical PCS Charge Site

Proterra-Supplied Charge System Components

For each customer site Proterra provides a standardized, but configurable, combination of components required to charge the Proterra battery-electric bus. To assist with installation, Proterra provides a transit operator with flexibility in locating and mounting the components. Installation requirements for each of the Proterra standard components are described below:

Proterra Power Control System (PCS) Enclosure:

The NEMA 3R rated PCS enclosure may be installed in a building or room, or it may be installed outside. The PCS may be installed with the back of the enclosure at least one (1) inch from a wall, but must have at least 36 inches of clearance in front of it and 6 inches on each side of it for airflow and door access. This component can be pad-mounted. If pad mounted, the pad should be raised by at least 2 inches and should be 6 inches larger on each side than the mounting footprint of the PCS Charger Enclosure.

Note: For adjacent PCS Charger Enclosures, the backs can be placed against each other, separated by at least one (1) inch. If placed side-by-side, a one (1) inch minimum gap must be maintained between enclosures.



If the PCS door is facing other energized equipment, the front door clearance must be at least 48 inches from any other energized equipment.

Charging Dispenser:

The Charging Dispenser enclosure can use a site-specific mounting arrangement. It can be wall-mounted, with the back of the enclosure flush against a structural wall or floor-mounted on a pedestal. With either configuration you must have at least 17 inches of clearance in front of the Dispenser for door access. If pedestal-mounted, the total height of the pedestal and Dispenser will be approximately 58 inches from the mounting surface.

Cable Hook and Retainer:

The CCS Charging Cable Hook and Retainer are used for properly storing the CCS Cable and Connector when it is not in use. This component may be part of the Dispenser Pedestal or may be a wall-mounted component used to hang the cable and support the connector.

Emergency Stop Buttons:

The number of Emergency Stop buttons to be installed will vary depending on Local Codes at the site and customer preference. A typical installation will use two (2) E-stop buttons with one located on the PCS enclosure and one located on the Dispenser enclosure.

NOTICE! All Proterra-supplied components are NEC 511 compliant.

Mechanical Installation Information:

The following provides critical mechanical installation information and clearances pertaining to the installation of the Proterra PCS Charge System equipment:

Equipment Weights:

The following provides approximate weights for each of the two assemblies to be installed:

- Power Control System (PCS) Enclosure: 1500 lb
- Dispenser Enclosure: 42 lb

Power Control System (PCS) Clearances:

The following provides specific clearances that MUST be maintained for the PCS enclosure to be installed:

- PCS Clearance from Adjacent Walls:
 - BACK = 1-inch Minimum air gap from wall
 - SIDES = 6-inch Minimum air gap (left and right) from wall
 - FRONT = 32-inch Minimum air gap (for door opening) from wall
- PCS Clearance from Adjacent PCS Enclosure(s):
 - BACK = 1-inch Minimum air gap from other PCS enclosure(s)
 - SIDES = 1-inch Minimum air gap from other PCS enclosure(s)
 - FRONT = 32-inch Minimum air gap (for door opening)

Dispenser Clearances:

The following provides specific clearances that MUST be maintained for the Dispenser enclosure to be installed:

- Dispenser Clearance from Adjacent Walls:
 - BACK = No Minimum air gap from wall
 - SIDES = No Minimum air gap (left and right) from wall
 - FRONT = 17-inch Minimum air gap (for door opening) from wall
- Dispenser Clearance from Adjacent Dispenser Enclosure(s):
 - BACK = No Minimum air gap from other Dispenser enclosure(s)
 - SIDES = No Minimum air gap from other Dispenser enclosure(s)
 - FRONT = 17-inch Minimum air gap (for door opening)

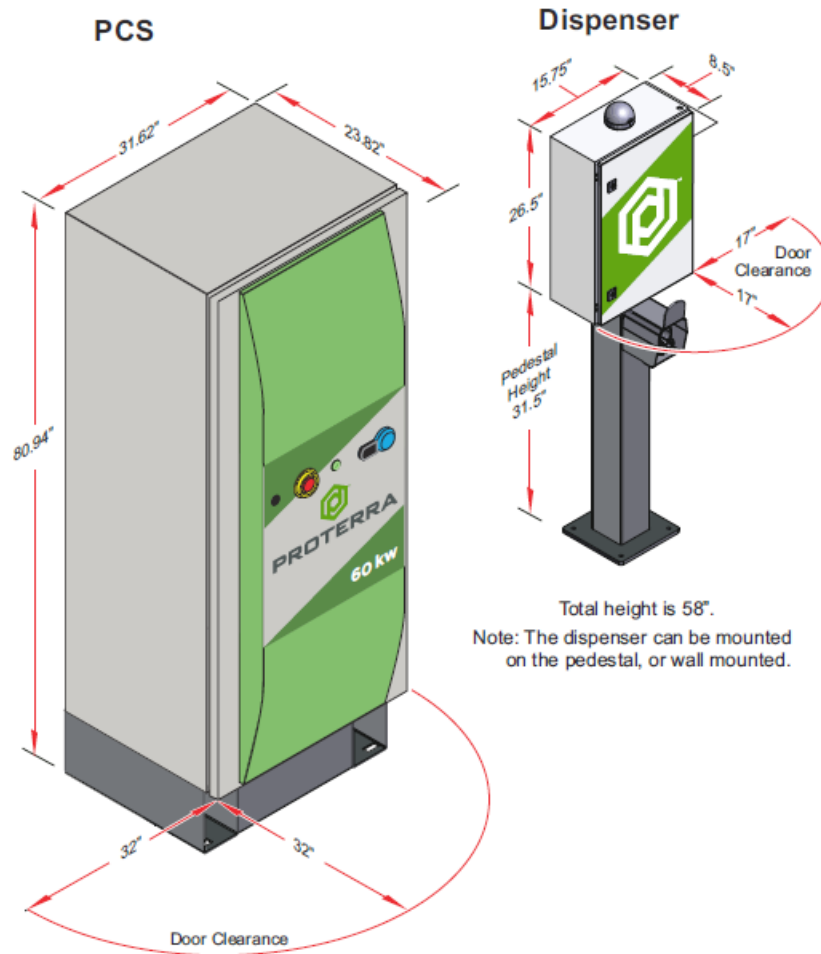


Figure 1-3. PCS and Dispenser Dimensions

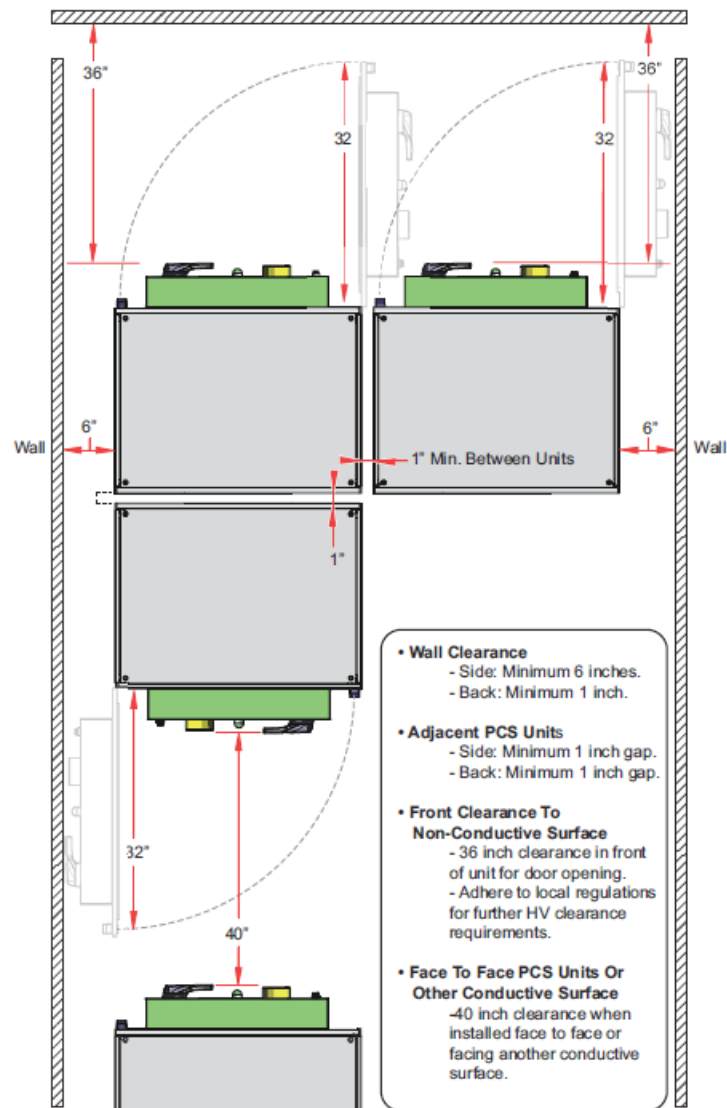


Figure 1-4. Required Wall and Adjacent PCS Clearances

Electrical Installation Information:

The following provides critical information and specifications pertaining to the installation of the Proterra PCS Charge System equipment:

Grounding Instructions:

- The Charging Dispenser must be connected to a grounded, metal, permanent wiring system. An equipment-grounding conductor must be run with circuit conductors and connected to an equipment-grounding terminal on the Power Control System (PCS). A ground rod may not be used with this system.

Power Control System (PCS) Electrical Input:

- Utility Grid Voltage (Volts AC) = 422 to 528 Volts AC (3-Phase) {480-Volt +10%, -20%}
- Utility Grid Frequency = 60Hz $\pm$ 3%
- Maximum Rated Utility Grid Current = 79 Amps @ 480 Volts AC (60Hz)
- Standard Wiring = Five Wire 3-phase Five Wire WYE Configuration (L₁, L₂, L₃, Ground, Neutral)

Power Control System (PCS) Electrical Output (through Dispenser):

- Nominal Output Power = 60 kW (Maximum)
- Output Voltage (Volts DC) = 270 to 840 Volts DC
- Output Current (Amps DC) = 200 Amps DC (Maximum)

NOTICE! Conduit sizes shown are "Trade" sizes and are not actual dimensions of the conduit.

- All boxes should be grounded per NEC Specifications.
- All concrete and conduit work should be prepared by the party responsible for site preparation.
- Metal conduit is required.
- Use only copper conductors.

Wire Specification for Proterra PCS Charging System:

- 1000VDC, 200 Amp Rated cable (High stranding recommended for flexibility)
- Acceptable UL Listing and Proterra-Approved
- All wire must be rated for wet location, outdoor, and UV/Sunlight Resistant per local and federal codes. Where code dictates something different than specified, code will prevail.
- Cables must be terminated with compression lugs that are less than 1.25 inches wide and fit on 1/2" diameter studs.

Site Preparation:

Prior to installation of the Proterra PCS equipment, it is the responsibility of the Contractor to reference the supplied site-drawings to identify the mounting location for each component. Conduit routing and pad construction must be performed prior to setting the equipment in place. The High-Voltage conduits should be located right next to each other and no other conduits should be positioned between them.

IMPORTANT! Use the Proterra-supplied templates for properly locating the positions of conduits and securement bolts. If there is any question about where or how a component should be mounted, contact Proterra Engineering for clarification.

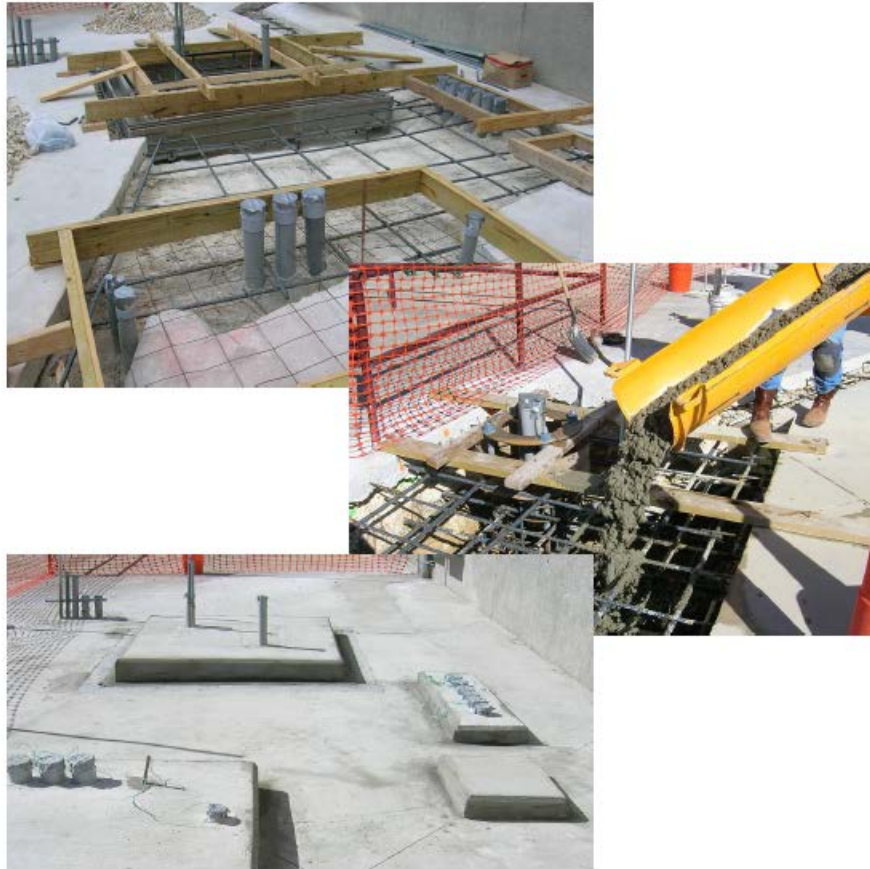


Figure 1-5. Site Preparation Work

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Chapter 2: Mechanical Installation

This following section outlines the process for installing the Proterra-supplied Charge System equipment. The intent of providing this information is to assist a qualified contractor to install new Charge System equipment in accordance with National Electric Code (NEC) requirements. In all cases the qualified contractor is responsible for adhering to NEC requirements when installing electrical equipment, whether or not these requirements are explicitly stated in this document.

IMPORTANT! If conflicting requirements exist between this document, NEC requirements or local electrical codes, the strictest requirement should be followed.

In almost all cases the qualified contractor will need to obtain a local (state and/or county) inspection of work done. The local inspectors should be considered an "*authority having jurisdiction*." As an authority having jurisdiction, local inspectors can refuse to pass inspection based on their understanding of the NEC. If any unusual situations are encountered, consult with Proterra Infrastructure and the local inspectors before proceeding with installation of electrical equipment.

Equipment to be installed:

The following is a listing of the major equipment assemblies and kits provided by Proterra to be installed at your Charge Station site:

- Proterra Power Control System (PCS)
- Charging Dispenser
- CCS Charge Cable
- CCS Cable Hook and Retainer

NOTICE! All Proterra-supplied components are NEC 511 compliant.



Figure 2-1. Charge System Equipment Installation Overview

Installing the Power Control System (PCS)

The PCS will be configured for outdoor installation. Depending on site requirements, it may be installed indoors. Wiring should be stubbed up to pass through the conduit riser area located on the bottom, right side of the PCS enclosure.

IMPORTANT! Reference the *Site Plan* for specific PCS Installation information.



Figure 2-2. Typical Installation of PCS

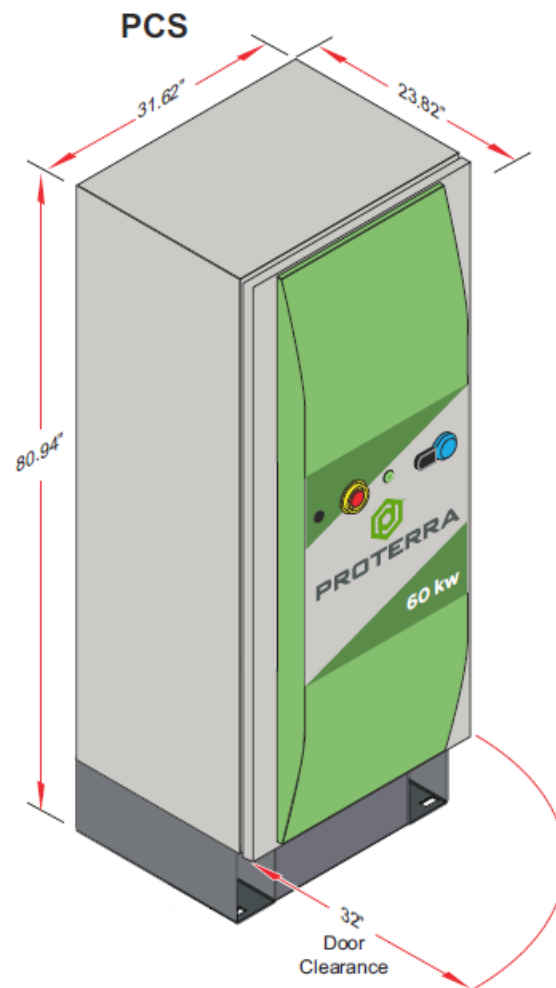


Figure 2-3. PCS Dimensions, Front View and Left Side View

1. Confirm the desired mounting location for the PCS at the charge station site. The door panel requires a minimum 36-inches of clearance in front of the PCS for the door to fully open.



If the PCS door is facing other energized equipment, the front door clearance must be at least 48 inches from any other energized equipment.

2. Measure and confirm the location on the PCS enclosure where you require the conduit risers to enter. All conduit risers should enter from the bottom, right side of the enclosure. Ensure that the cut-out on the enclosure will match the location of the conduit risers in the pad.
3. Measure and confirm the location of the PCS mounting points and ensure that the mounting holes on the PCS Base will match the location of the mounting points in the pad.

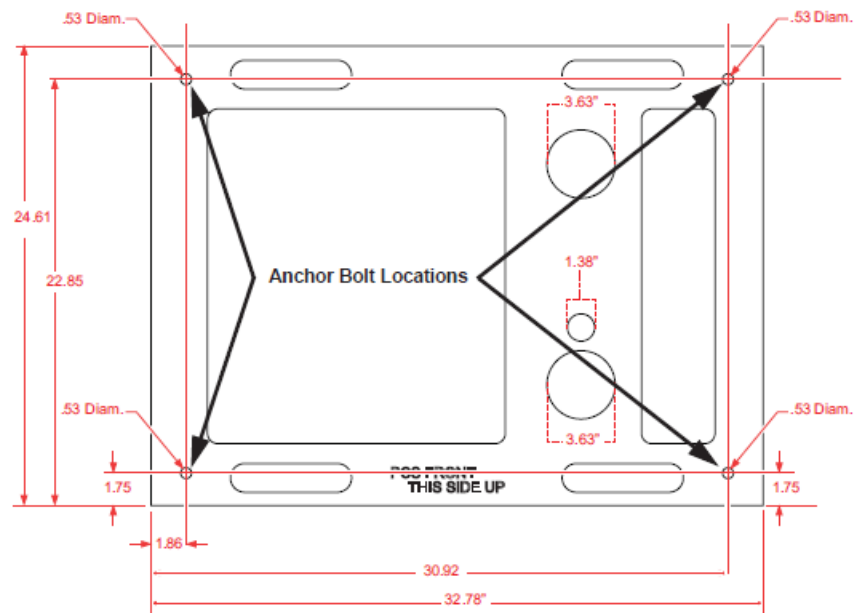


Figure 2-4. Recommended Pattern for PCS Anchor Bolt Locations

4. Once you have confirmed the location of the conduit risers and the mounting bolts, use the forklift pockets located on the PCS enclosure to lift and position the PCS above the desired mounting location.

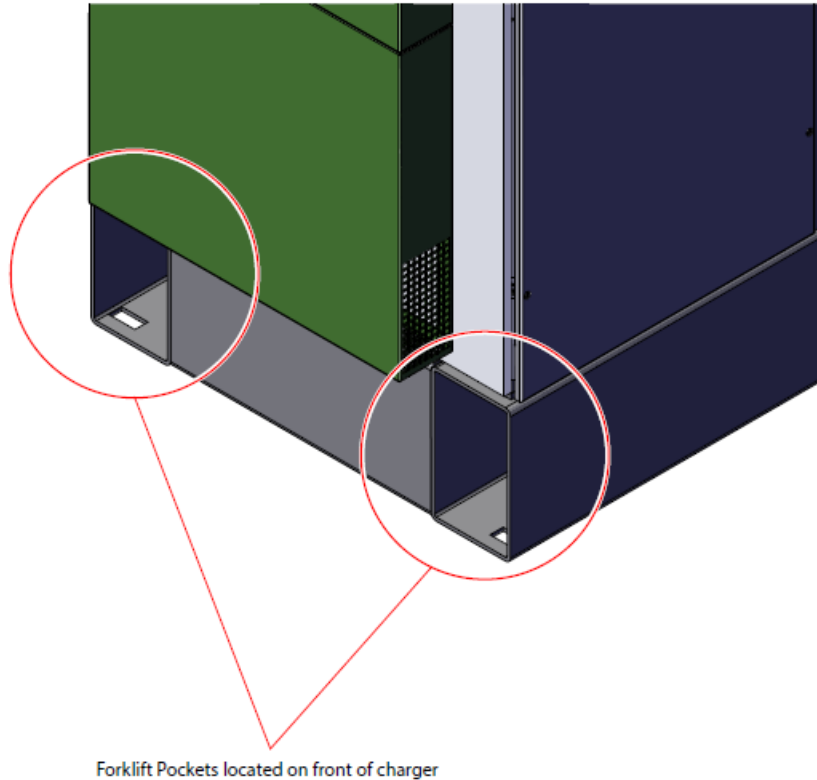


Figure 2-5. PCS Lifting Points



The PCS enclosure is very heavy and requires a properly rated lifting device to lift and position the PCS on the mounting pad. Follow all site-specific requirements for moving heavy objects when performing this installation.

5. Carefully lower the PCS enclosure onto the pad, ensuring that the conduit risers and the mounting bolts are properly aligned with the cut-outs and mounting points as it is being lowered onto the pad.

6. With the PCS enclosure properly positioned on the pad, secure it in position using the code-required mounting hardware. Torque the mounting bolts to the proper specification, referencing the building codes.

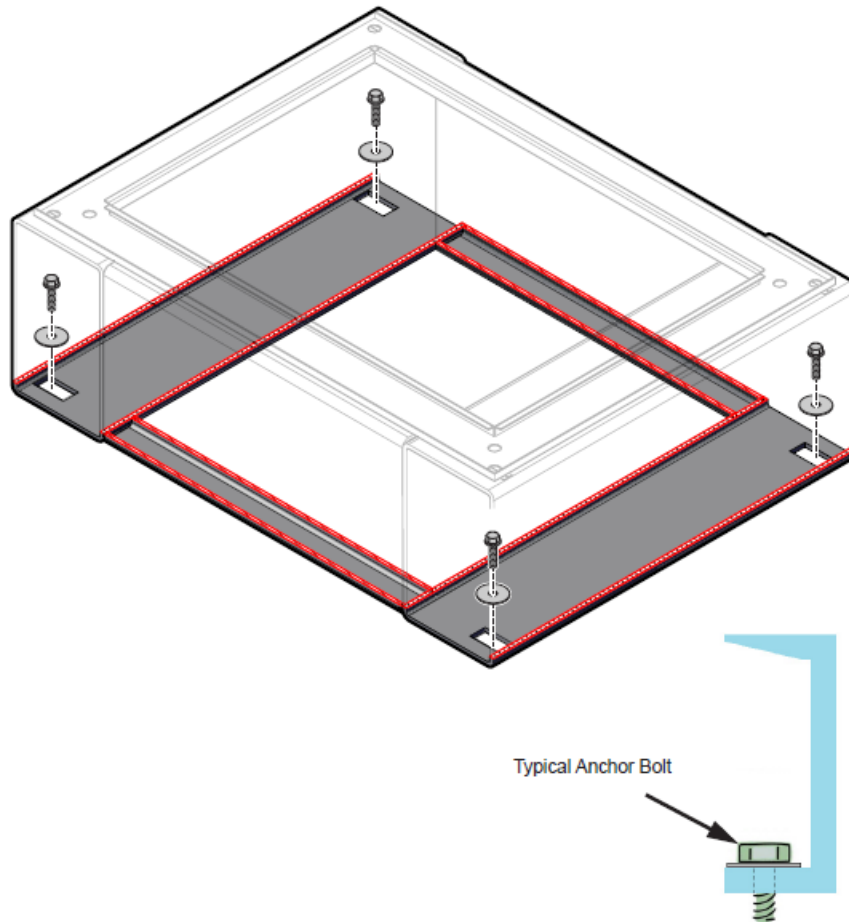


Figure 2-6. PCS Enclosure Anchor Bolts

7. Seal all gaps around the installed unit with fire-rated "Great Stuff" or similar sealant to prevent entry into the enclosure by birds, mice, insects, or other animals.

Installing the Charging Dispenser

This procedure will detail how to install the Charging Dispenser. The Dispenser can be wall-mounted or mounted on a pedestal. The Dispenser will be configured for outdoor installation. Depending on site requirements, it may be installed indoors. Wiring should be stubbed up to pass through the conduit riser area located on the bottom of the pedestal or through the bottom of the Dispenser enclosure, as shown below.

IMPORTANT! Reference the *Site Plan* for specific Dispenser Installation information.



Figure 2-7. Typical Installation of Dispenser

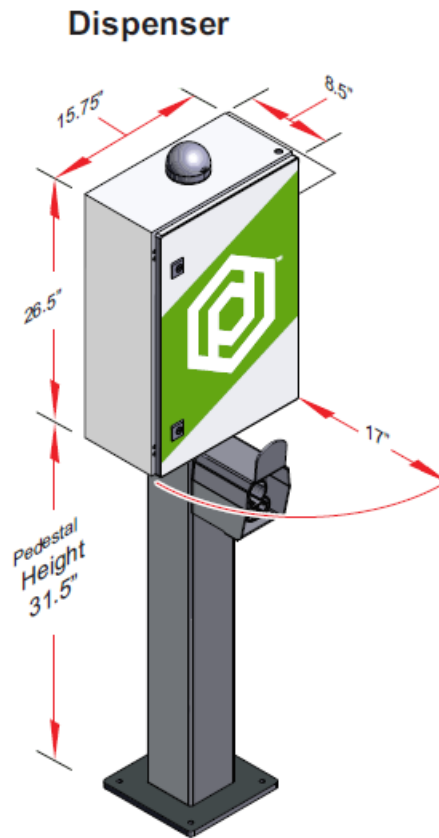


Figure 2-8. Charging Dispenser Dimensions, Front View and Left Side View

Wall-Mounting the Charging Dispenser

To wall-mount the Charging Dispenser, perform the following:

1. Confirm the desired mounting location for the Charging Dispenser at the charge station site. The door panel requires a minimum 17-inches of clearance in front of the Dispenser for the door to fully open.
2. Measure and confirm the location on the Dispenser enclosure where you require the conduit to enter. All conduit should enter from the bottom of the enclosure. Ensure that the cut-out on the enclosure will match the location of the conduit.
3. Measure and confirm the location of the Dispenser mounting points and ensure that the mounting holes on the Dispenser enclosure will match the location of the mounting points on the wall.

Dispenser Wall-Mount Template

Figure 2-9. Charging Dispenser Wall-Mount Template and Anchor Bolt Locations

4. Once you have confirmed the location of the conduit and the mounting points, lift and position the Charging Dispenser in the desired mounting location.
5. Ensure that the conduit and the mounting points are properly aligned with the cut-outs and mounting holes in the Charging Dispenser.
6. With the Charging Dispenser enclosure properly positioned on the wall, secure it in position using the code-required mounting hardware. Torque the mounting bolts to the proper specification, referencing the building codes.
7. Seal all gaps around the installed unit with fire-rated "Great Stuff" or similar sealant to prevent entry into the enclosure by birds, mice, insects, or other animals.

Pedestal-Mounting the Charging Dispenser

To pedestal-mount the Charging Dispenser, perform the following:

1. Confirm the desired mounting location for the Charging Dispenser at the charge station site. The door panel requires a minimum 17-inches of clearance in front of the Dispenser for the door to fully open.
2. Measure and confirm the location on the Dispenser Pedestal where you require the conduit to enter. All conduit should enter from the bottom of the pedestal and pass through it into the bottom of the Dispenser enclosure. Ensure that the cut-out on the pedestal will match the location of the conduit.
3. Measure and confirm the location of the Dispenser Pedestal mounting points and ensure that the mounting holes on the Dispenser Pedestal will match the location of the mounting points on the pad.

Dispenser Pedestal-Mount Template

Figure 2-10. Charging Dispenser Pedestal-Mount Template and Anchor Bolt Locations

4. Once you have confirmed the location of the conduit and the mounting points, lift and position the Dispenser Pedestal in the desired mounting location.
5. Ensure that the conduit and the mounting points are properly aligned with the cut-outs and mounting holes in the Dispenser Pedestal.
6. With the Dispenser Pedestal properly positioned on the pad, secure it in position using the code-required mounting hardware. Torque the mounting bolts to the proper specification, referencing the building codes.
7. Position the Dispenser enclosure on the pedestal and secure it in position using the Proterra-supplied mounting hardware.
8. Seal all gaps around the installed unit with fire-rated "Great Stuff" or similar sealant to prevent entry into the enclosure by birds, mice, insects, or other animals.

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Chapter 3: Wiring Installation

This following section outlines the process for wiring the Proterra Power Control System (PCS) equipment. The intent of providing this information is to assist a qualified contractor to wire the new Power Control System equipment in accordance with National Electric Code (NEC) requirements. In all cases the qualified contractor is responsible for adhering to NEC requirements when wiring electrical equipment, whether or not these requirements are explicitly stated in this document.

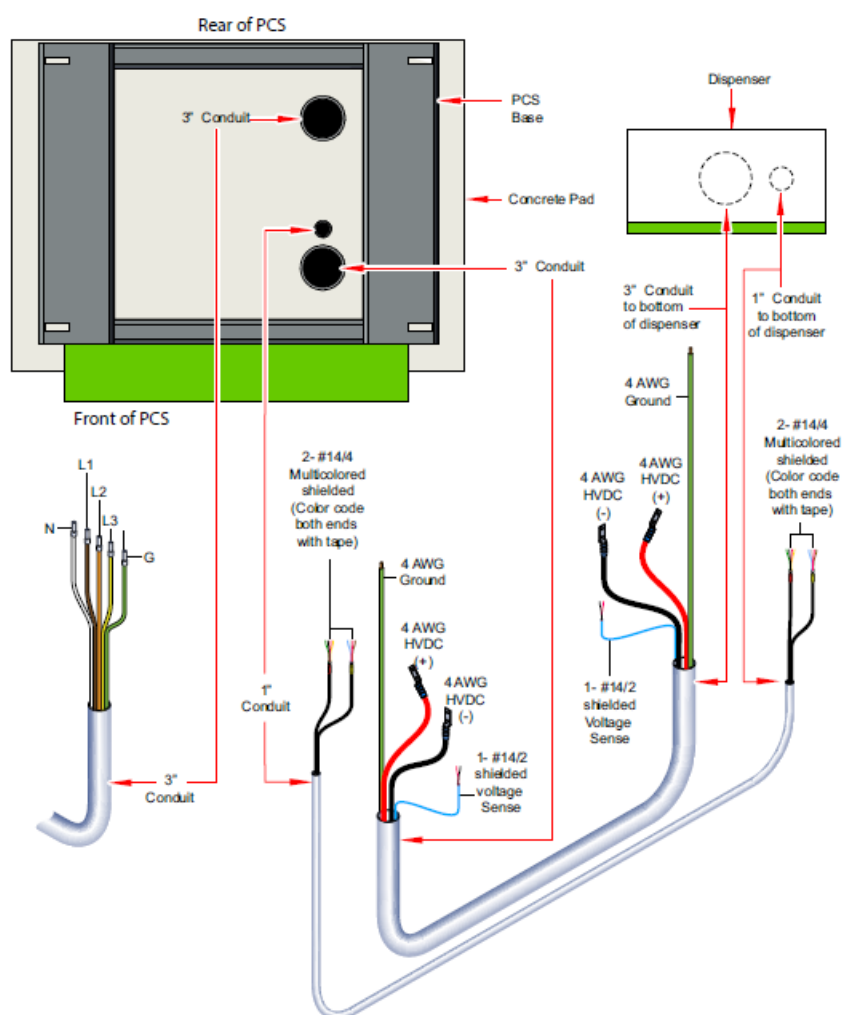
IMPORTANT! If conflicting requirements exist between this document, NEC requirements or local electrical codes, the strictest requirement should be followed.

In almost all cases the qualified contractor will need to obtain a local (state and/or county) inspection of work done. The local inspectors should be considered an *"authority having jurisdiction"*. As an authority having jurisdiction, local inspectors can refuse to pass inspection based on their understanding of the NEC. If any unusual situations are encountered, consult with Proterra Engineering and the local inspectors before proceeding with wiring of electrical equipment.

Before wiring, ensure the following requirements have been met:

- Electrical input must be 480V three phase in a Five Wire Wye configuration.
- Use 90°C copper wire only.
- The circuit breaker at the panel must be OFF.
- The PCS must be grounded to true earth.
- Installer must have an insulated grounding conductor as part of the branch circuit that supplies the PCS.
- The grounding conductor is to be grounded to earth at the service equipment or, when supplied by a separately derived system, at the supply transformer.
- All connections must comply with all local codes and ordinances.

Note: The installer SHOULD NOT add a ground rod to this system.



Terminate High-Voltage 3-Phase AC Cables to PCS

This procedure details how to terminate the incoming high-voltage 3-phase AC cables to the correct locations in the PCS. The PCS is typically mounted near the supply transformer with conduit entering the enclosure at the bottom, right side.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Referencing the Wiring Schematics, identify the termination point of each AC High-Voltage wire from the Main Breaker/Disconnect Panel.
2. Strip the insulation back on each wire and insert a section of shrink tubing over the wire.
3. Insert a compression lug onto each wire end and crimp the lug onto the wire securely. Perform a "tug test" to ensure a secure connection.
NOTE: The correct die **MUST** be used for the crimp operation.



Figure 3-2. Installing Compression Lugs

Terminate the Ground Cables to the Terminal Ground Bar

The Proterra Power Control System (PCS) is shipped with a protective cover on the Terminal Grounding Bar that must be removed prior to terminating the Ground Cables.

Note: Ground connections are the most inboard connections, and it is suggested that the installer connect the two ground cables first.

1. Remove the Terminal Grounding Bar cover.
2. Using a #2 Phillips head screwdriver, loosen the retaining screw that will secure the Ground Cable to the Terminal Grounding Bar.
3. Route the incoming AC Ground Cable behind the stand-off bracket.
4. Insert the AC Ground Cable into the Terminal Grounding Bar as shown below and tighten the retaining screw to hold the cable in place.
Torque the retaining screw to 45 in-lb and perform a "tug test" to ensure a secure connection.

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

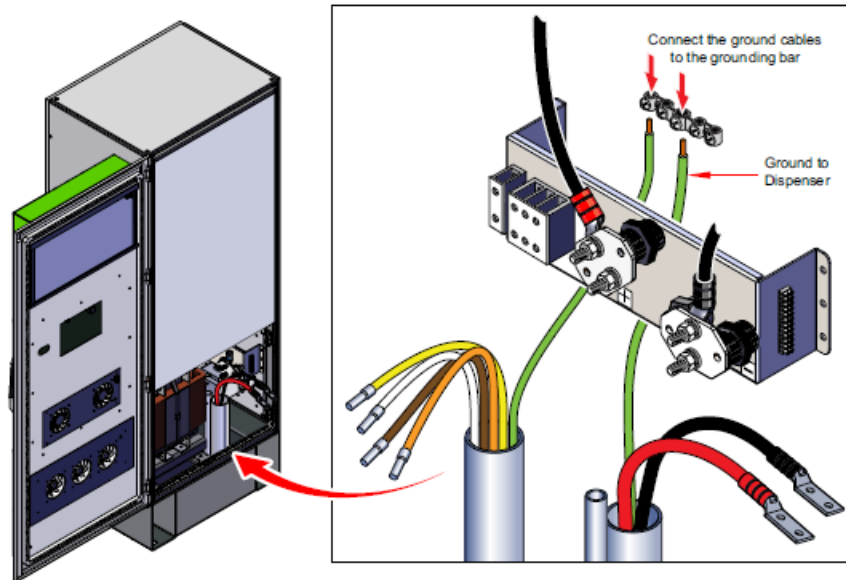


Figure 3-3. Terminating the AC and DC Ground Cables

5. Route the outgoing (to Dispenser) DC Ground Cable behind the stand-off bracket.
6. Insert the DC Ground Cable into the Terminal Grounding Bar as shown previously and tighten the retaining screw to hold the cable in place. Torque the retaining screw to 45 in-lb and perform a “tug test” to ensure a secure connection.

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both

7. After verifying both Ground connections are secure, reinstall the Terminal Grounding Bar cover.

Terminate Neutral Cable and 3-Phase Cables in the PCS

Connect the Neutral (N) and the three Grid Phases (L1, L2, L3) as specified below.

IMPORTANT! The system is phase rotation sensitive. When installing the PCS equipment, ensure that the phase sequence is correct. Using a Phase Rotation Meter, verify the proper clockwise rotation (L1, L2, L3).

1. Using a 3/16" Allen Wrench, loosen each of the four set screws for the grid connections (N, L1, L2, L3).
2. Insert the ferruled Neutral Cable into the correct opening on the Terminal as shown below and then tighten the set screw to hold the cable in place. Torque the retaining screw to 120 in-lb and perform a "tug test" to ensure a secure connection.

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

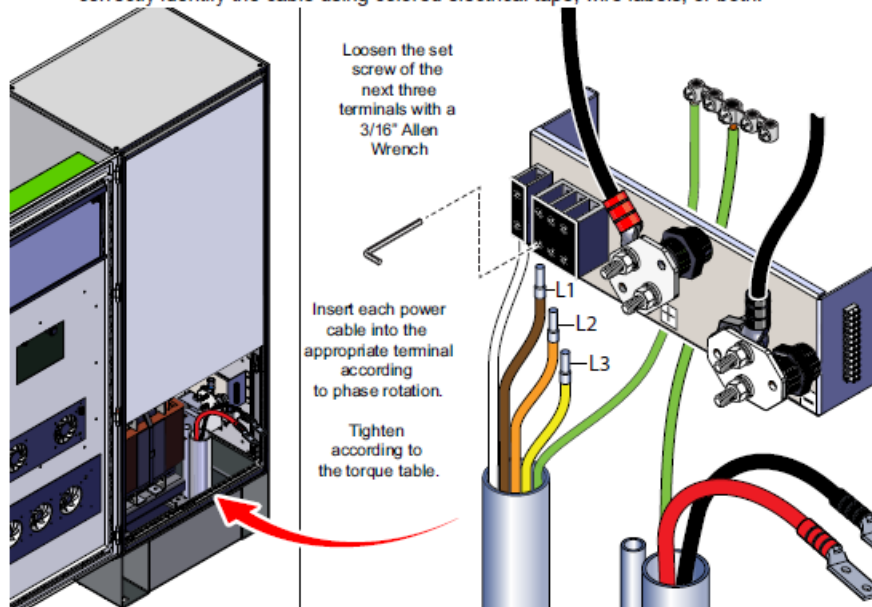


Figure 3-4. Terminating the Neutral Cable

3. Working one cable at a time (L1, L2, L3), recheck the termination point for the cable and then insert the ferruled cable into the correct opening on the Terminal as shown below and then tighten the set screw to hold the cable in place. Torque each retaining screw to 120 in-lb and perform a "tug test" to ensure a secure connection.

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

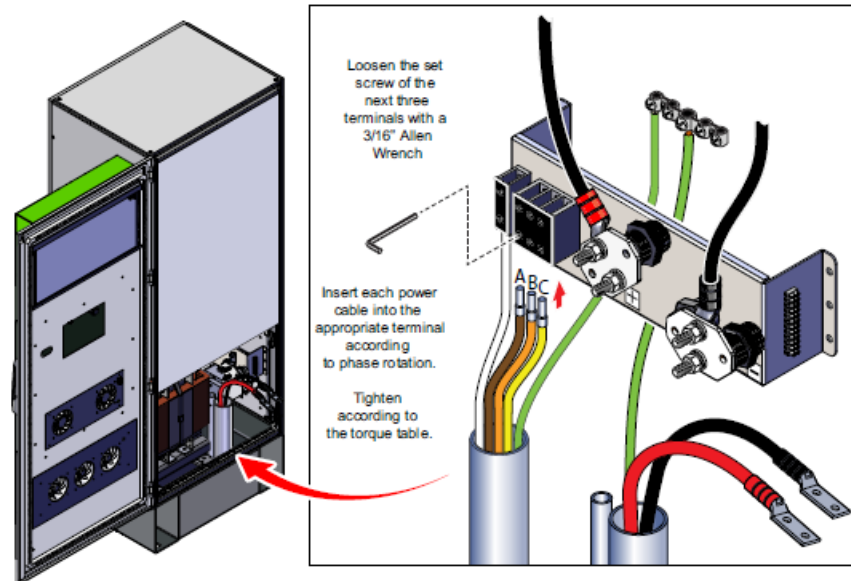


Figure 3-5. Terminating the 3-Phase Cables (L1, L2, L3)

Terminate DC Cables in the PCS

Connect the DC Cables inside the PCS as specified below.

1. Using an 18mm Socket/Ratchet, remove each of the four Nuts, Lock Washers, and Flat Washers from the Positive (+) and Negative (-) DC Terminals.
2. Insert the Positive (+) Cable onto the correct lugs on the Positive Terminal as shown below and then install and loosely tighten the Flat Washer, Lock Washer, and Nut on top of the lugs to hold the cable in place. Torque the Nut to 65 in-lb.

IMPORTANT! Ensure that no cable insulation or shrink tubing is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

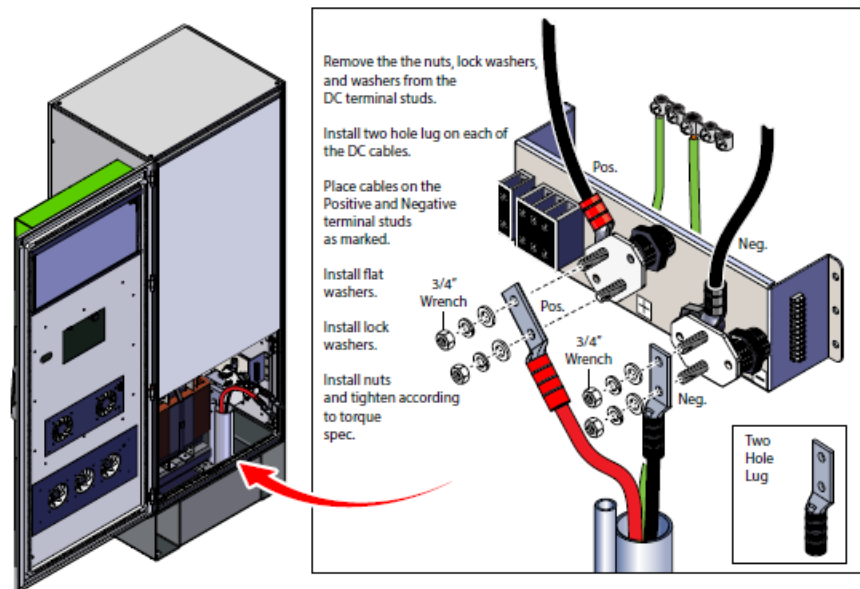


Figure 3-6. Terminating the DC Cables in the PCS

3. Insert the Negative (-) Cable onto the correct lugs on the Negative Terminal as shown above and then install and loosely tighten the Flat Washer, Lock Washer, and Nut on top of the lugs to hold the cable in place. Torque the Nut to 65 in-lb.

IMPORTANT! Ensure that no cable insulation or shrink tubing is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or

both.

Terminate PCS Low-Voltage Wiring

This procedure details how to terminate the Power Control System (PCS) low-voltage wiring. The PCS low-voltage wiring is typically routed through a 1-inch conduit from the bottom of the Dispenser and entering the PCS enclosure through the bottom, right side of the enclosure. The low-voltage wires and signal wires (Emergency Stop, Modbus, 24 Vdc Remote voltage sense) are terminated at the lower shelf right corner, on the terminal strip. The wires are labeled with the signal name when shipped to the customer site.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Route the Low-Voltage multicolored wires from the Dispenser to the PCS terminal strip.

NOTICE! Ensure that the wires are labeled at each end to ensure proper terminations can be made.

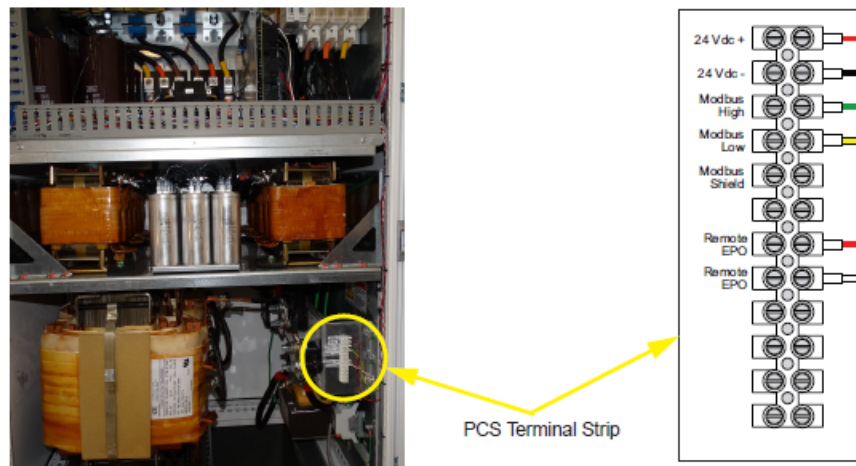


Figure 3-7. PCS Terminal Strip Location

IMPORTANT! When terminating the Low-Voltage wiring, ensure that you provide enough service loop in the wiring to allow for future maintenance.

2. Strip the insulation back on each Low-Voltage wire in preparation for terminating at the PCS Terminal Strip.

NOTICE! Reference the Low-Voltage Wiring Diagram on the following page when wiring the low-voltage wires to the PCS Terminal Strip.

3. Working with one wire at a time, recheck the termination point for each wire (checking the terminal numbers and the wire label).
4. Using a small straight-edge screwdriver, loosen the wire clamp to open the terminal strip connection. Insert the wire into the terminal strip at the appropriate location in the following order:
 - a. Connect the Modbus High wire to Terminal Strip Pin 3
 - b. Connect the Modbus Low wire to Terminal Strip Pin 4
 - c. Connect the Remote EPO + (E-Stop) wire to Terminal Strip Pin 7
 - d. Connect the Remote EPO - (E-Stop) wire to Terminal Strip Pin 8
 - e. Connect the 24 Vdc + wire to Terminal Strip Pin 1
 - f. Connect the 24 Vdc - wire to Terminal Strip Pin 2
5. Tighten each wire clamp against the wire.
6. Perform a "tug test" on each wire to ensure a secure connection.

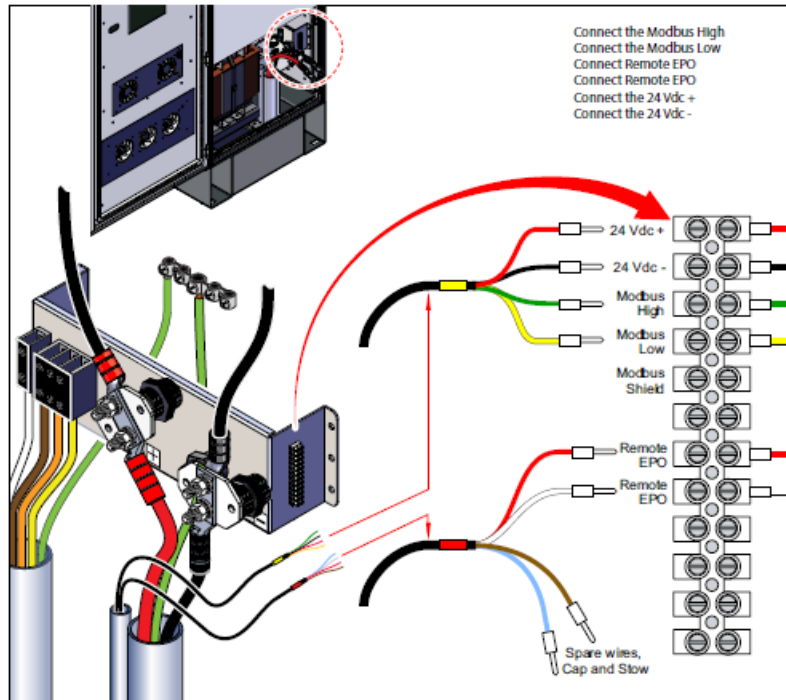


Figure 3-8. PCS Terminal Strip Wire Connections

Terminate the PCS Remote Voltage Sense Wiring

This procedure details how to terminate the Proterra Power Control System (PCS) remote voltage sense wiring. The PCS remote voltage sense wiring is typically routed through the 3-inch conduit along with the high-voltage DC cables from the bottom of the Dispenser and entering the PCS enclosure through the bottom, right side of the enclosure. The remote voltage sense wires are terminated near the lower corner, below the terminal strip. The wires are labeled with the signal name when shipped to the customer site.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Route the Remote Voltage Sense wires from the Dispenser to the PCS Voltage Sensor.
NOTICE! Ensure that the wires are labeled at each end to ensure proper terminations can be made.
2. proper terminations can be made.

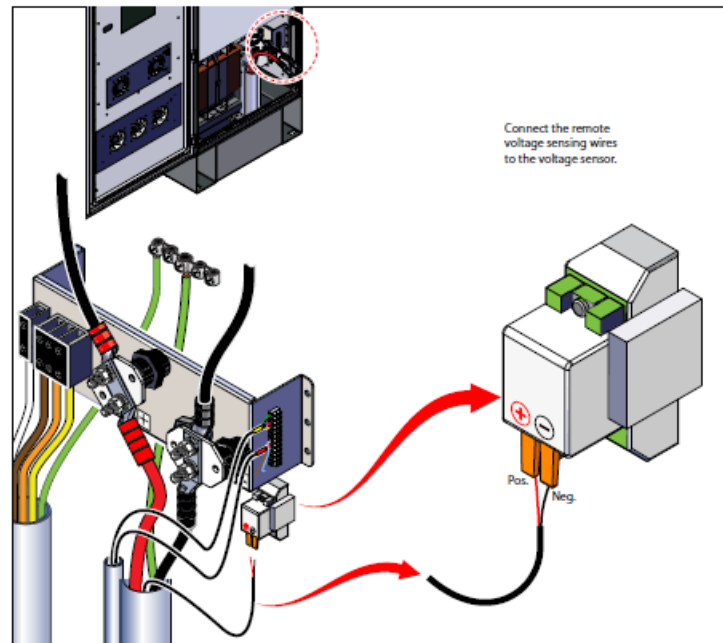


Figure 3-9. Terminating Remote Voltage Sense Wires

IMPORTANT! When terminating the Remote Voltage Sense wiring, ensure that you provide enough service loop in the wiring to allow for future maintenance.

3. Strip the insulation back on each Remote Voltage Sense wire in preparation for terminating at the PCS Voltage Sensor.
4. Working with one wire at a time, recheck the termination point for each wire (checking the wire color and label - Positive/Negative).
5. Pull out the levers to open the wire clamps on the Voltage Sensor connection. Insert the wire into the wire clamp at the appropriate location in the following order:
 - a. Insert the Remote Voltage Sense Negative wire (black) and close the wire clamp lever to lock the wire in place.
 - b. Insert the Remote Voltage Sense Positive wire (red) and close the wire clamp lever to lock the wire in place.
6. Perform a "tug test" on each wire to ensure a secure connection

Terminate the Dispenser Ground Cable

The Proterra Dispenser is shipped with a protective cover on the Terminal Grounding Bar that must be removed prior to terminating the Ground Cable.

Note: The Ground connection is the most inboard connection, and it is suggested that the installer connect the ground cable first.

1. Remove the Terminal Grounding Bar cover.
2. Using a #2 Phillips head screwdriver, loosen the retaining screw that will secure the Ground Cable to the Terminal Grounding Bar.
3. Route the incoming PCS Ground Cable to the center termination point of the Terminal Grounding Bar.
4. Insert the PCS Ground Cable into the Terminal Grounding Bar as shown below and tighten the retaining screw to hold the cable in place. **Torque the retaining screw to 45 in-lb and perform a "tug test" to ensure a secure connection.**

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

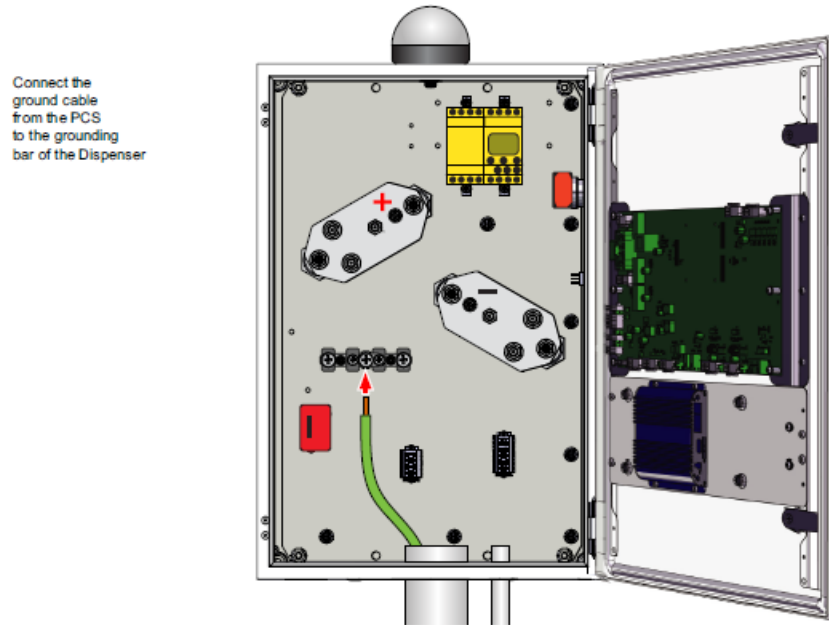


Figure 3-10. Terminating the Dispenser Ground Cable

5. After verifying both Ground connections are secure, reinstall the Terminal Grounding Bar cover.

Terminate DC Cables in the Dispenser

Connect the DC Cables inside the Dispenser as specified below.

1. Using a 3/4" Wrench, remove each of the four Nuts, Lock Washers, and Flat Washers from the Positive (+) and Negative (-) DC Terminals.
2. Insert the Positive (+) Cable onto the correct lugs on the Positive Terminal as shown below and then install and loosely tighten the Flat Washer, Lock Washer, and Nut on top of the lugs to hold the cable in place. Torque the Nut to 65 in-lb.

IMPORTANT! Ensure that no cable insulation or shrink tubing is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

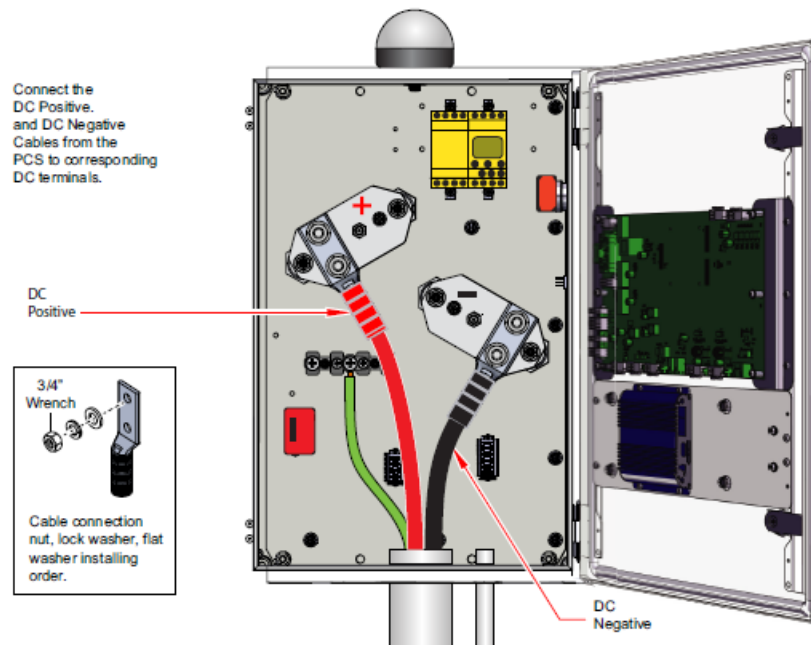


Figure 3-11. Terminating the DC Cables in the PCS

3. Insert the Negative (-) Cable onto the correct lugs on the Negative Terminal as shown above and then install and loosely tighten the Flat Washer, Lock Washer, and Nut on top of the lugs to hold the cable in place. Torque the Nut to 65 in-lb.

IMPORTANT! Ensure that no cable insulation or shrink tubing is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

Terminate Dispenser Low-Voltage Wiring

This procedure details how to terminate the Dispenser low-voltage wiring. The Dispenser low-voltage wiring is typically routed through a 1-inch conduit from the bottom of the PCS and entering the Dispenser enclosure through the bottom of the enclosure. The low-voltage wires and signal wires (Emergency Stop, Modbus, 24 Vdc Remote voltage sense) are terminated at the lower right corner, on the terminal strip. The wires are labeled with the signal name when shipped to the customer site.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Route the Low-Voltage multicolored wires from the PCS to the Dispenser terminal strip.
NOTICE! Ensure that the wires are labeled at each end to ensure proper terminations can be made.

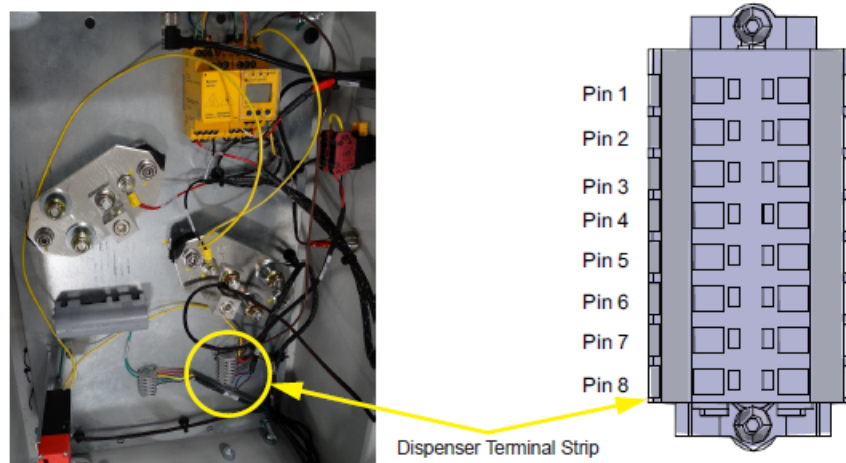


Figure 3-12. PCS Terminal Strip Location

IMPORTANT! When terminating the Low-Voltage wiring, ensure that you provide enough service loop in the wiring to allow for future maintenance.

2. Strip the insulation back on each Low-Voltage wire in preparation for terminating at the Dispenser Terminal Strip.

NOTICE! Reference the Low-Voltage Wiring Diagram on the following page when wiring the low-voltage wires to the Dispenser Terminal Strip.

3. Working with one wire at a time, recheck the termination point for each wire (checking the terminal numbers and the wire label).

4. Insert a small screwdriver into the terminal block lock release slot and insert the wire into the terminal strip at the appropriate location, and then remove the screwdriver to lock the wire in place, in the following order:
 - c. Connect the Modbus High wire to Terminal Strip Pin 3
 - d. Connect the Modbus Low wire to Terminal Strip Pin 4
 - e. Connect the Remote EPO + (E-Stop) wire to Terminal Strip Pin 7
 - f. Connect the Remote EPO - (E-Stop) wire to Terminal Strip Pin 8
 - g. Connect the 24 Vdc + wire to Terminal Strip Pin 1
 - h. Connect the 24 Vdc - wire to Terminal Strip Pin 2
5. Perform a "tug test" on each wire to ensure a secure connection.

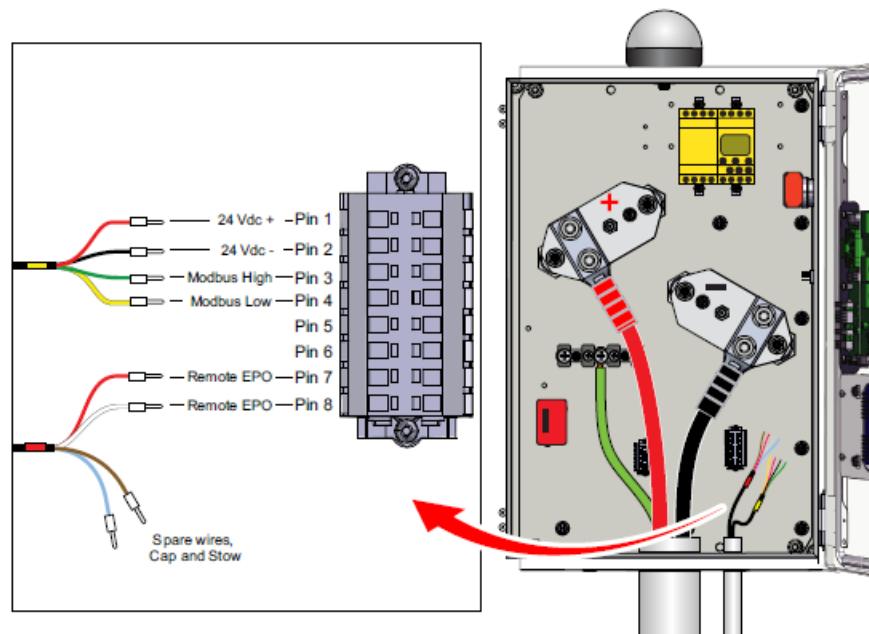


Figure 3-13. PCS Terminal Strip Wire Connections

Terminate the Dispenser Remote Voltage Sense Wiring

This procedure details how to terminate the Charging Dispenser remote voltage sense wiring. The Dispenser remote voltage sense wiring is typically routed through the 3-inch conduit along with the high-voltage DC cables from the bottom of the PCS and entering the Dispenser enclosure through the bottom of the enclosure. The remote voltage sense wires are terminated near the DC Cable connections. The wires are labeled with the signal name when shipped to the customer site.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Route the Remote Voltage Sense wires from the PCS to the Dispenser.
NOTICE! Ensure that the wires are labeled at each end to ensure proper terminations can be made.

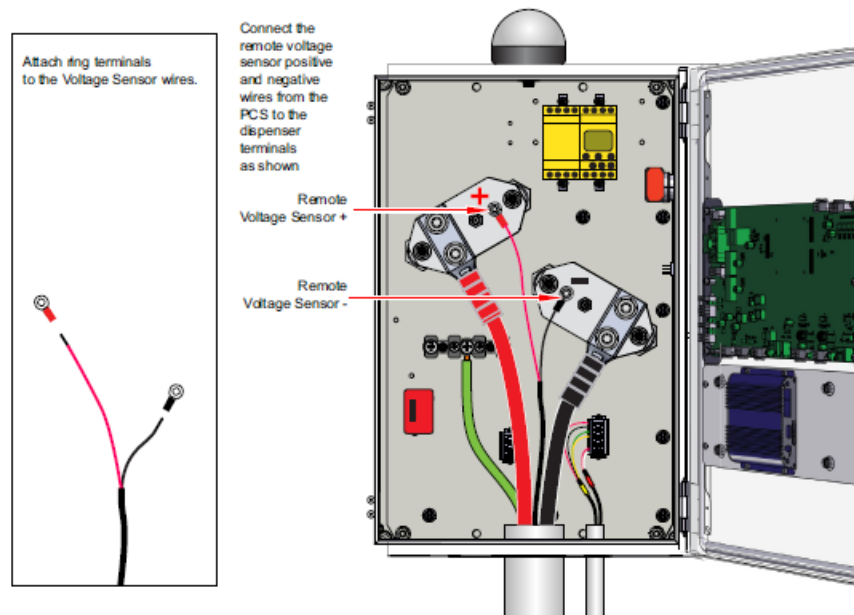


Figure 3-14. Terminating Remote Voltage Sense Wires

IMPORTANT! When terminating the Remote Voltage Sense wiring, ensure that you provide enough service loop in the wiring to allow for future maintenance.

2. Strip the insulation back on each Remote Voltage Sense wire and terminate with a ring-terminal.

3. Working with one wire at a time, recheck the termination point for each wire (checking the wire color and label - Positive/Negative).
4. Remove the nut on the terminal location and insert the wire with ring-terminal onto the stud at the appropriate location in the following order:
 - a. Insert the Remote Voltage Sense Negative wire (black) and secure with nut.
 - b. Insert the Remote Voltage Sense Positive wire (red) and secure with nut.
5. Perform a "tug test" on each wire to ensure a secure connection.

Terminate CCS Cable Wiring in the Dispenser

Connect the CCS Cable Wiring inside the Dispenser as specified below.

1. Loosen the Cord Grip to allow the CCS Cable to be routed into the Charging Dispenser enclosure.
2. Route the CCS Cable through the Strain Relief and Cord Grip into the Charging Dispenser enclosure.
Note: Ensure the CCS Cable is inserted far enough into the enclosure to allow all the cables and wires to be properly terminated.
3. Tighten the Cord Grip to secure the CCS cable in position.
4. Strip the wires on the Ground Cable, Positive Cable, and Negative Cable.

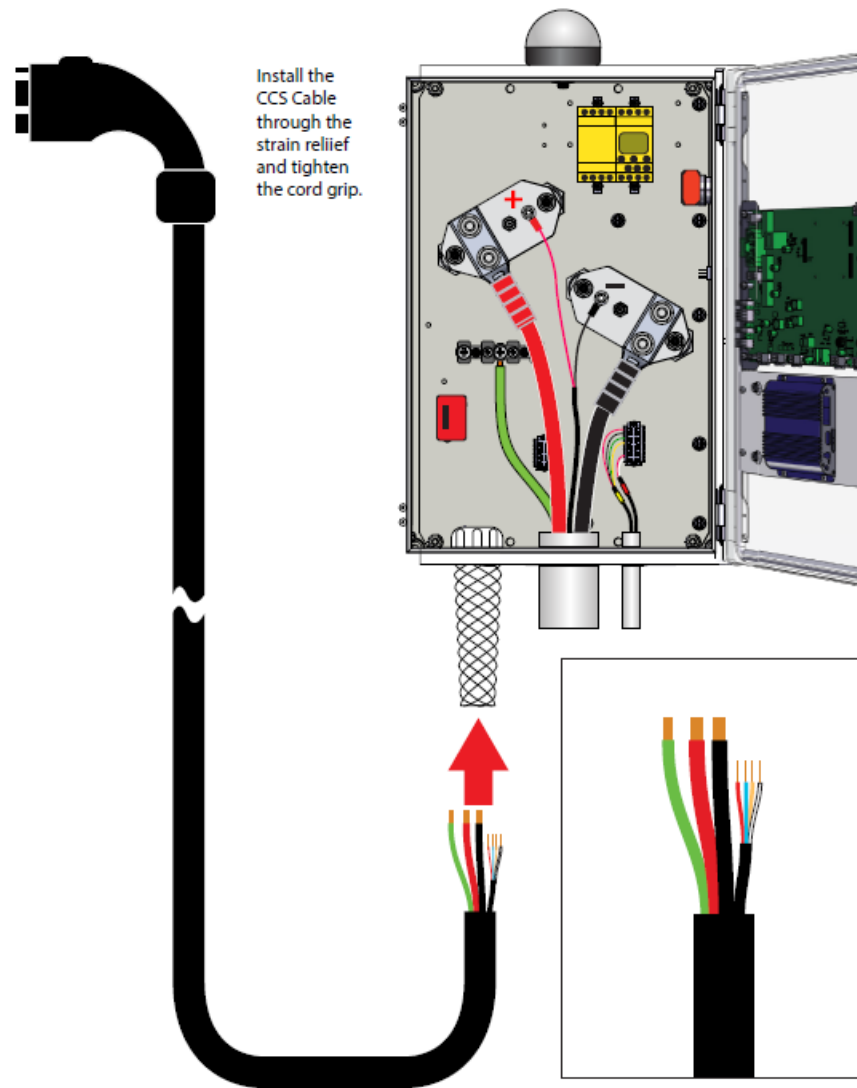


Figure 3-15. Routing the CCS Cable into the Dispenser Enclosure

5. Remove the Terminal Grounding Bar cover.
6. Using a #2 Phillips head screwdriver, loosen the retaining screw that will secure the Ground Cable to the Terminal Grounding Bar.
7. Route the incoming CCS Ground Cable to the left-side termination point of the Terminal Grounding Bar.
8. Insert the PCS Ground Cable into the Terminal Grounding Bar as shown and tighten the retaining screw to hold the cable in place. Torque the retaining screw to 45 in-lb and perform a “tug test” to ensure a secure connection.

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

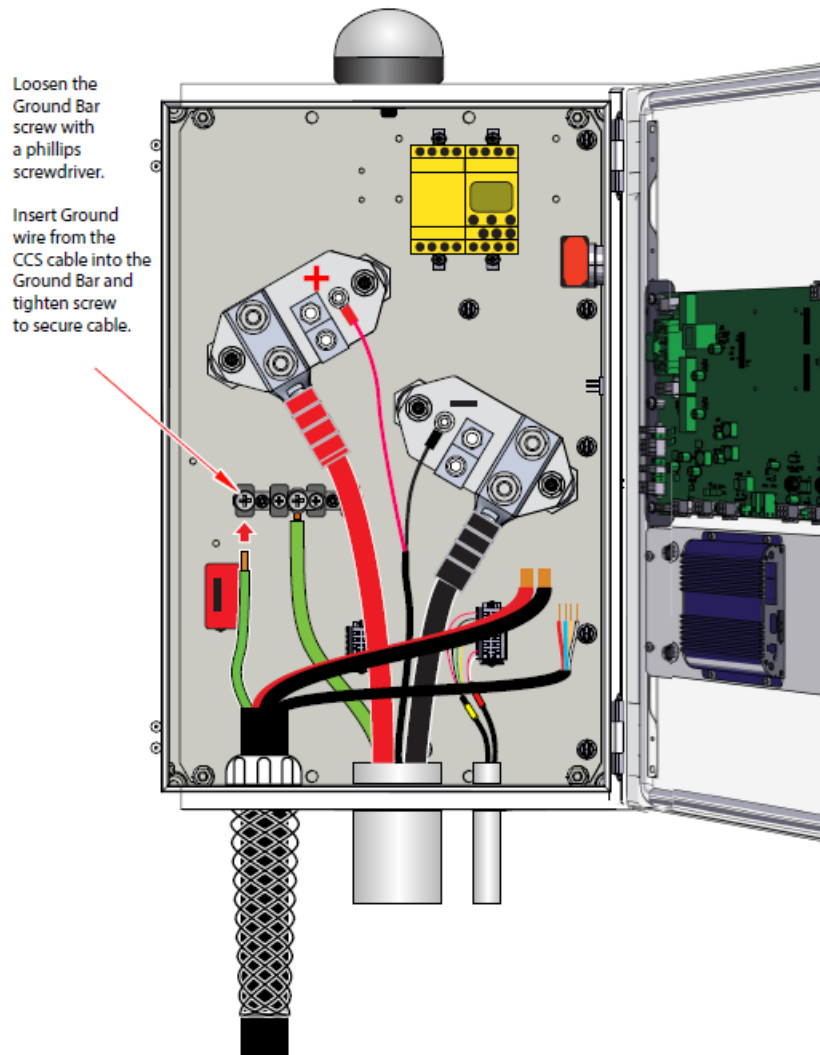


Figure 3-16. Terminate the CCS Ground Cable

9. After verifying both Ground connections are secure, reinstall the Terminal Grounding Bar cover.

10. Using an Allen Wrench, loosen the Negative termination point set screw.
11. Insert the CCS Negative Cable into the Terminal as shown and tighten the retaining set screw to hold the cable in place. **Torque the retaining screw to 65 in-lb and perform a “tug test” to ensure a secure connection.**

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

12. Using an Allen Wrench, loosen the Positive termination point set screw.
13. Insert the CCS Positive Cable into the Terminal as shown and tighten the retaining set screw to hold the cable in place. **Torque the retaining screw to 65 in-lb and perform a “tug test” to ensure a secure connection.**

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

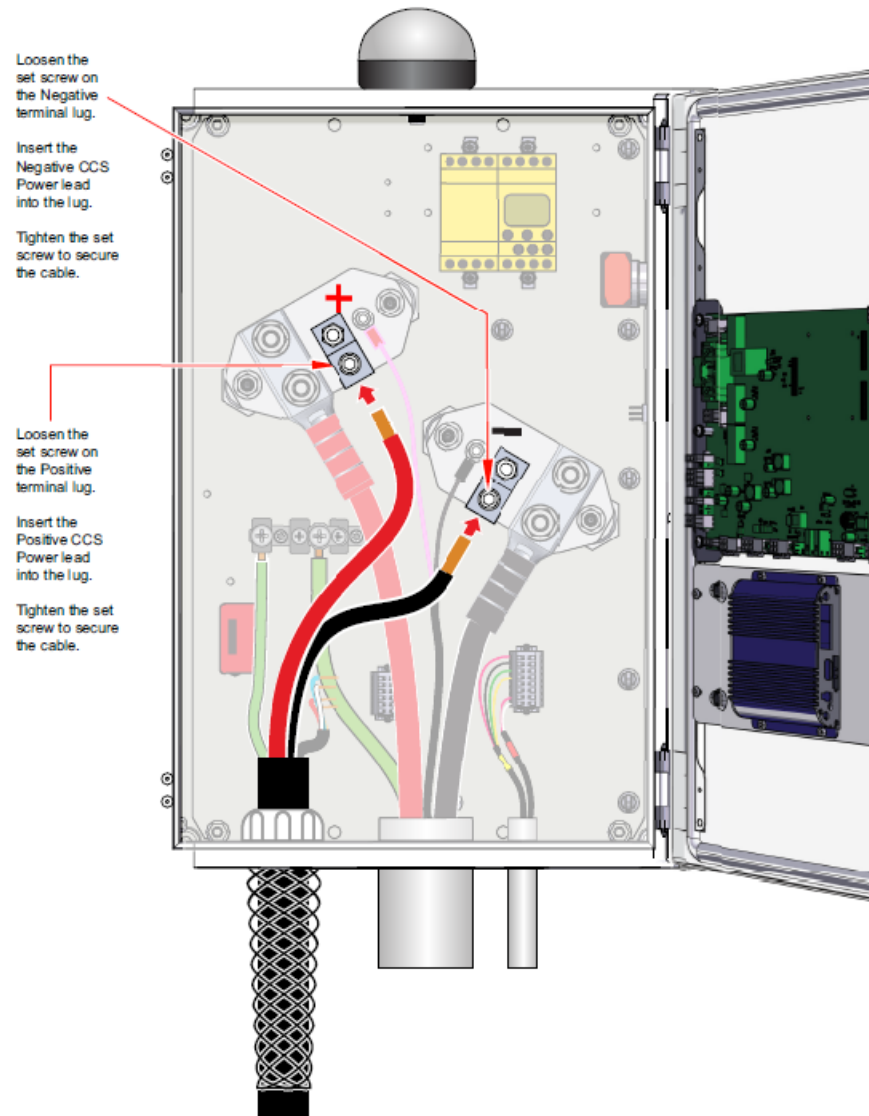


Figure 3-17. Terminate the CCS Negative and Positive Cables

14. Route the remaining wires to the Terminal Block located near the bottom center of the Dispenser enclosure.
15. Strip each wire in preparation for terminating on the terminal block.
16. Insert a small screwdriver into the terminal block lock release slot and insert the wire into the terminal strip at the appropriate location, and then remove the screwdriver to lock the wire in place, in the following order:
 - c. Connect the Pilot wire to Terminal Strip Pin 1
 - d. Connect the Proximity wire to Terminal Strip Pin 3
 - e. Connect the Temp High wire to Terminal Strip Pin 5
 - f. Connect the Temp Low wire to Terminal Strip Pin 6
17. Perform a "tug test" on each wire to ensure a secure connection.

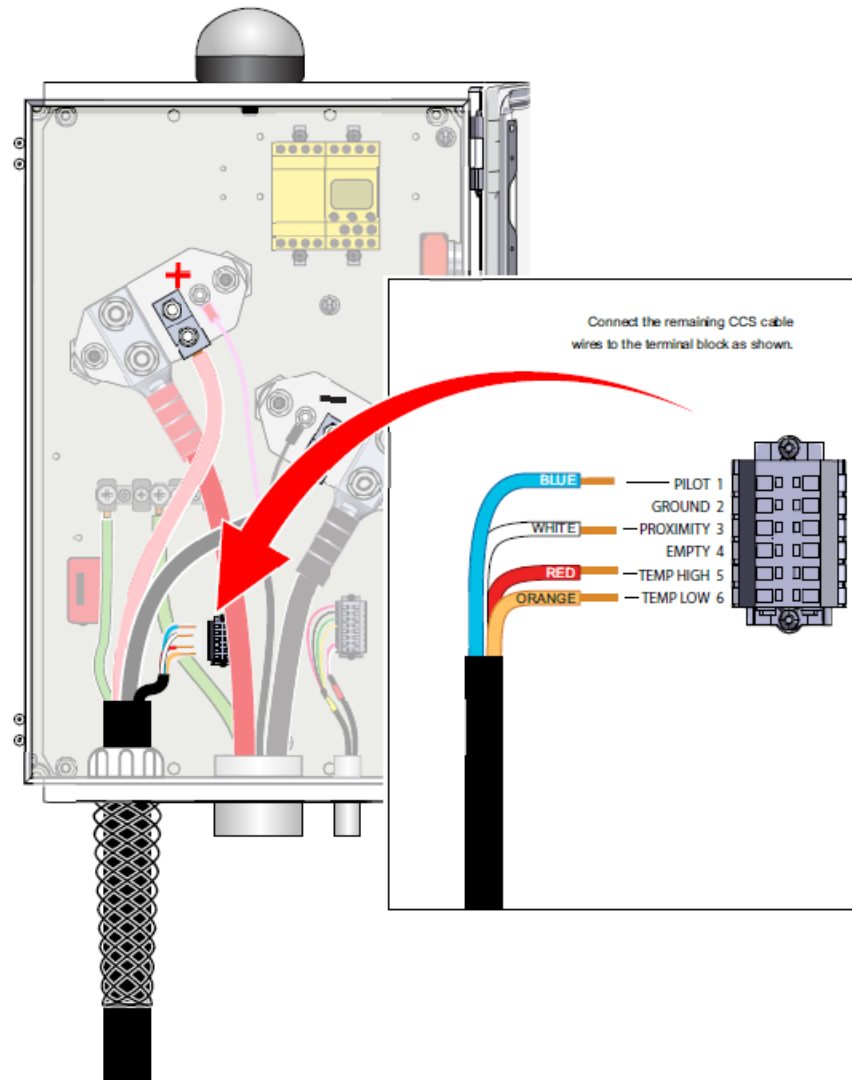


Figure 3-18. Terminate the CCS Signal Wires

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PROTERRA PLUG-IN CHARGER

Product	Product Name	Manufacturer	Power / Channel	Total Power (kW)	Plug	Max Current through CCS plug	Charger Location	Supported DC Voltage Range	Input Voltage	Width	Height	Depth	V2G
	Proterra Universal Charger	Rhombus	60kWx1	60	Dispenser Required	200A	Remote	270-875V	480 3ph	31.5"	71"	23.6"	Yes
	Proterra Local Dispenser	Proterra	125kW	Up to 125kW	1x CCS Type 1	200A	Local	250-1000V	NA	8"	24"	15"	Yes



Remote PCS (60kW or 100kW)

- Can be located remotely up to 150 meters from dispenser location
- Can be located side-to-side and back-to-back for high density charger banks
- Full Bi-Directionality (V2G) maximizes energy management capability of entire fleet



Local Dispenser Pedestal Configuration

- Ground Mounted
- Configurable Cord / Plug length up to 8 meters
- Configurable height pedestal



Local Dispenser Wall / Ceiling Configuration

- Mounted to wall or ceiling
- Cord / Plug up to 8 meters in length
- Optional cable reel enables additional 8 meters in length



QTY 60 PCS's occupy the same space as a single 40' bus

05Dec17

Model	SP60LV
Application	EV Rapid Charger
Modes	Constant Voltage Constant Current Constant Power
Power Factor Range	± 0.5
Rated Output: (kW/kVA)	60
Number of DC Ports	1
System DC Output	
Voltage Operating Range: (Vdc)	270 to 875
Maximum Input Current: (Adc)	± 222
System AC Input	
Utility Grid Voltage: (Vac)	480, Optional: 208, 400, 600 Specify upon ordering
Utility Grid Frequency: (Hz)	50/60
Max Rated Utility Grid Current: (Aac)	79A @ 480VAC (60 Hz) 182A @ 208VAC (60 Hz)
Other Specifications	
THD for Linear Loads	<5%
Maximum Efficiency:	>95%
Grid Isolation	Galvanic, Integrated
Cooling	Air cooled
Communications Protocols	Modbus RTU, CAN-bus, SAE J2847
Communication Interfaces	RS-232, RS-485, CAN-bus, Analog, IEC 61851
DC Connector	SAE J1772CCS (Type 1 CCS)
Weight: (lbs)	1000
Dimensions: (inches)	31.5 W x 23.6 D x 70.8 H
Environmental Rated	NEMA 3R
Certifications	UL2202, UL2231

ATTACHMENT "E"

Upgrades

From: [Blake Fannesbeck](#)
To: [Holly Erickson](#)
Subject: FW: update on 35" buses for 2018 and charging interoperability
Date: Tuesday, August 28, 2018 10:19:01 AM
Attachments: [IMG_5566 \(002\).jpg](#)
[image001.jpg](#)

From: Ryan Popple [mailto:RPopple@Proterra.com]
Sent: Wednesday, June 6, 2018 3:58 PM
To: Blake Fannesbeck
Subject: update on 35' buses for 2018 and charging interoperability

(Confidential – contains future product information and timing... please do not forward without Proterra's permission)

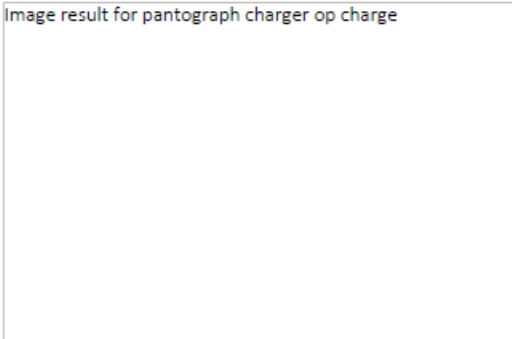
Blake,

I wrapped up several productive meetings today with our engineering team. I learned that they are farther along on many of these areas than we previously thought. I believe we have a solution that should work for Park City, and as an additional benefit, would enable UTA to interact with the Park City charging infrastructure as well.

We can review these on the phone if you'd like, but here is my draft proposal:

- 1.) Ship your 35' vehicles this year with 400V systems and ProDrive
 - a. These new vehicles would be compatible with your existing charging infrastructure
 - b. Upgrade these vehicles with Pro Drive 2, which will give the vehicles similar capability to DuoPower, but is easier to field install into the existing 35' chassis
- 2.) Apply for 2018 Low-No, and include 800V charging systems in that application, along with whatever 800V vehicles you need for your third phase of deployment
 - a. When those vehicles arrive, replace the existing 400V fast-chargers with 800V fast-chargers. **Interestingly, the type we would recommend matches the equipment that UTA installed to fast charge New Flyer electric buses. So the chargers at UTA and the chargers at PC would be the same once we install 800V in Park City. See photo below of a "pantograph down" charger in Europe:**

Image result for pantograph charger op charge



- b. Upgrade the original 13 vehicles (6 + 7?) with charging rails that are compatible with the **pantograph-down** 800V charger. I've attached a photo to this email; an engineer showed me today that they had already prototyped putting the pantograph charge rails on an existing Proterra 40' bus. We can program the charger to match the voltage request of the vehicle. So the pantograph in Park City could power a 400V or an 800V vehicle. By doing the pantograph-down charge head, we minimize the amount of work required to do to the first 13 buses. Putting rails on the bus and connecting those rails to the existing high voltage cable that runs to the Blade isn't a difficult or destructive conversion
- c. As a next step, we're analyzing the amount of energy your 40' vehicles need at each charge event, but our initial take is that your existing vehicles can be adequately charged on the new 800V Proterra chargers, de-rating to 400V for those 13 vehicles.

The decisions we need to make soon, in order to make this happen:

- 1.) We need to define what your 2018 Low-No request will be, and we should ensure it includes funding for at least two 800V fast chargers, because we're going to use that type of charger for everything in PC's fleet once those chargers arrive
- 2.) We'll kick-off the ProDrive 2 development program, but PC will need to be comfortable that the 35' deliveries in 2018 will initially have ProDrive 1.0 performance. I still need some time to refine the project timeline for ProDrive 2.0, but it is a field upgrade that we can deliver upon, DuoPower is very hard to field upgrade

If you have time tonight to discuss this plan, please call me at your convenience.

Ryan
650-215-8332

Ryan Popple
CEO, Proterra
rpopp@proterra.com
Web: www.proterra.com
Twitter: @proterra_inc



From: Ryan Popple [mailto:RPopple@Proterra.com]

Sent: Thursday, June 7, 2018 8:59 AM

To: Blake Fannesbeck

Subject: Re: progress update

Blake,

I'd like to keep the Park City vehicles in the build plan for 2018. We're approaching the order lead time threshold, and need to start ordering parts to hold the schedule.

My recommendation is that we build the 35' vehicles this year, they will be at 400V and will operate with your existing fleet.

These vehicles won't be upgraded to DuoPower, but rather they will be the first vehicles to receive the upgraded version of the ProDrive. The next version of ProDrive gives you most of the advantages of DuoPower, and in a 35' Bus platform will be sufficient for use in Park City. I wouldn't recommend trying to do Salt Lake to Park City over Parleys at highway speed, I think that's a DuoPower vehicle. (What you're applying for via Low No.)

In terms of inter-operability, we'll develop an upgrade package that enables your first 13 vehicles to charge from the 800V chargers that you should install if you win Low-No this year or in the future. I think it makes sense for Park City and Salt Lake City to agree on a single overhead charger format. The most logical choice would be an 800V pantograph that can step down to 400V. Schunk offers that product today.

I can commit that we'll be able to upgrade these vehicles to a higher power driveline, and the timing will be in 2019 or early 2020. We have a drivable prototype already of this system, but we've got to finish DuoPower for 40' first.

I can also commit that we have a solution to enable your first 13 vehicles to charge from 800V. We'll need to have access to the vehicles to change from the Blade to a Rail system, and we'll need to change some software. But it isn't a tear-up, and we've already prototyped the solution on an engineering vehicle.

Apologies for the crude design, but the black rails are what would go on the buses, replacing the "blade." We're still refining the mounting, this photo is an internal prototype. The black high voltage rails are available today so there isn't timing risk or technology risk. We'd just have to manage the process of doing a campaign to install these and test the software for 13 buses. I would not recommend installing them on the production build of your 35' buses because I don't want your vehicles to have two receivers per bus. A driver could get confused and attempt to align with the wrong receiver.

Ryan
650-215-8332

On Jun 6, 2018, at 10:24 AM, Blake Fannesbeck <blake.fannesbeck@parkcity.org> wrote:

This email was sent from outside of Proterra.

Thanks Ryan, just keep me in the loop so we can be up to date and work together on problem solving.

Thanks,
Blake

Sent from my iPhone

On Jun 6, 2018, at 10:47 AM, Ryan Popple <RPopple@Proterra.com> wrote:

Blake,
We did some analysis last night, and we have a follow-up meeting this morning to confirm some assumptions.

My goal is to come back to you with a timeline and proposal for how we'd accomplish the needs of your EV program, including interoperability of current state of the art vehicles and future state vehicles.

I'll have a general framework to you today, and will continue to make refinements and incorporate your feedback.

We have more levers to pull than I previously realized, but I will need to plan the engineering work carefully. The team has a lot on its plate right now. Properly sequenced over time, we can handle this.

Ryan

Ryan Popple
CEO, Proterra
[rpopp@proterra.com](mailto:rpopple@proterra.com)
Web: www.proterra.com
Twitter: [@proterra_inc](https://twitter.com/proterra_inc)

ATTACHMENT "F"

Recommended Spare Parts Package



Proterra 35 Foot Recommended Spares

*NOTES CONFIGURABLE ITEMS				
Proterra Part Number	Description	Recommended Qty	Unit Price	Ext Price
Module 50	LOW VOLTAGE ELECTRICAL POWER			
010204	CONVERTER, DC-DC	1	\$4,800.00	\$4,800.00
021729	Contactors 350 Amp	2	\$135.20	\$270.40
000814	Vanner Battery Equalizer	1	\$698.49	\$698.49
000880	BATTERY, 12V, 100AH, GROUP 31	2	\$344.74	\$689.48
Module 60	HIGH VOLTAGE ELECTRICAL POWER			
021729	CONTACTOR, 225A, 24 VDC COIL, GIGAVAC GX12CAB(FAST CHARGE ONLY)	1	\$135.20	\$135.20
025179	CONTACTOR, 600AMP, 24VDC COIL, GIGAVAC GX16CEB	2	\$184.61	\$369.22
006757	FUSE, 20AMP, 600VAC, FERRAZ SHAWMUT (ATMR20)	2	\$12.33	\$24.66
014391	VFD, DUAL 30KW OUTPUT	1	\$7,900.00	\$7,900.00
025278	VFD, 30KW, AC, 5.6KW DC OUTPUT(FAST CHARGE ONLY)	1	\$9,200.00	\$9,200.00
Module 80	DRIVERS WORK PLACE			
015156	ACTUATOR, REVERSE SELECTION SWITCH	1	\$84.77	\$84.77
015157	ACTUATOR, DRIVE SELECTION SWITCH	1	\$84.77	\$84.77
015158	ACTUATOR, NEUTRAL SELECTION SWITCH	1	\$84.77	\$84.77
015159*	ACTUATOR, FRONT DOOR CONTROL SWITCH	1	\$85.36	\$85.36
015160*	ACTUATOR, REAR DOOR CONTROL SWITCH	1	\$85.04	\$85.04
001137	Switch, Floor, Dimmer, Headlamp	2	\$11.87	\$23.74
001139	SWITCH, FLOOR, TURN SIGNAL	2	\$19.65	\$39.30
Module 120	ENERGY STORAGE			
016303	BMU (FAST CHARGE ONLY)	2	\$470.58	\$941.16
Module 140	WIPERS AND WASHERS			
023155	MOTOR, WIPER, 1 SPEED	1	\$90.35	\$90.35
023157	WIPER ARM, WINDSHIELD, CS	1	\$64.69	\$64.69
023158	WIPER ARM, WINDSHIELD, SS	1	\$64.69	\$64.69
017629	WIPER BLADE, WINDSHIELD, 1000MM	2	\$28.48	\$28.48
Module 150	ELECTRICAL CABINET			
014900	Relay 10A	2	\$3.81	\$7.62
016180	Relay 35A	2	\$3.38	\$6.76
Module 170	FRONT SUSPENSION AND STEERING			
004747	SPRING, AIR, FRONT, 1T19L-5 BELLOW	2	\$123.47	\$246.95
015064	SHOCK ABSORBER FRONT	2	\$351.47	\$702.94
Module 180	REAR SUSPENSION			
017729	SPRING, AIR, REAR	2	\$64.96	\$129.92
019265	SHOCK ABSORBER REAR	2	\$351.47	\$702.94
Module 200	RIDE HEIGHT			
004695	SENSOR, HEIGHT, SUSPENSION, 6" ARM	2	\$64.88	\$129.77
Module 210	EXTERIOR LIGHTING			



Proterra 35 Foot Recommended Spares

*NOTES CONFIGURABLE ITEMS				
Proterra Part Number	Description	Recommended Qty	Unit Price	Ext Price
021689*	LIGHT, TAIL LAMP, REAR	4	\$44.23	\$176.92
021691*	LIGHT, BACK UP LAMP, REAR	2	\$71.34	\$142.68
021007*	LIGHT, RED, SIDE MARKER	4	\$23.40	\$93.60
021006*	LIGHT, YELLOW, SIDE MARKER	8	\$23.67	\$189.36
Module 240	AIR SYSTEM			
021347	MODULATOR, M-32, 24V	2	\$107.76	\$215.51
000320	VALVE, DOUBLE CHECK, DC-4	1	\$9.69	\$9.69
000321	VALVE, SINGLE CHECK, SC-3	1	\$9.46	\$9.46
000323	TRANSDUCER, PRESSURE	1	\$47.13	\$47.13
004697	SOLENOID, PNEUMATIC, EXHAUST, HIGH FLOW, SUSPENSION	2	\$346.27	\$692.54
Module 250	COOLANT SYSTEM			
027415	PUMP, WATER	3	\$810.36	\$2,431.08
Module 270	ENTRANCE DOORS			
017446	GLASS, ENTRANCE DOOR	1	\$384.19	\$384.19
021624	PANEL, ASSY, LEFT, ENTRANCE DOOR, ELECTRIC	1	\$2,096.25	\$2,096.25
021625	PANEL ASSY, RIGHT, ENTRANCE DOOR, ELECTRIC	1	\$2,096.25	\$2,096.25
Module 280	EXIT DOORS			
017447	GLASS, EXIT DOOR	1	\$332.48	\$332.48
021626	PANEL ASSY, LEFT, EXIT DOOR, ELECTRIC	1	\$2,268.47	\$2,268.47
021627	PANEL ASSY, RIGHT, EXIT DOOR, ELECTRIC	1	\$2,268.47	\$2,268.47
Module 300	BUS BODY			
014662	Gas Spring, lower hatch side	3	\$10.36	\$31.08
014667	Gas Spring, clamshell	3	\$36.86	\$110.58
015452	Gas Spring, lower hatch rear	3	\$8.45	\$25.35
019480	LATCH, SCOOP	1	\$21.68	\$21.68
025811	LATCH, COMPRESSION, SQUARE KEY	1	\$27.16	\$27.16
Module 350	EXTERIOR ATTACHMENTS			
014616	WHEEL WELL FLARE, FRONT	4	\$461.85	\$1,847.40
013719*	MIRROR, CS	2	\$863.97	\$1,727.94
031935*	MIRROR, SS	2	\$833.15	\$1,666.30
Module 390	WINDOWS AND WINDSHIELD			
P028498	WINDSHIELD, FRONT, CATALYST	1	\$660.22	\$660.22
026969*	DRIVER WINDOW	1	\$1,817.97	\$1,817.97
P025865	GASKET, WINDSHIELD	1	\$270.00	\$270.00
Mult. Modules				
001275	COMPUTER, CENTRAL, MULTIPLEX, ZR32-A, 24V	1	\$514.71	\$514.71
013527	CIRCUIT BREAKER, TYPE III, 5A	1	\$3.45	\$3.45
013528	CIRCUIT BREAKER, TYPE III, 10A	1	\$3.45	\$3.45
013530	CIRCUIT BREAKER, TYPE III, 20A	1	\$3.45	\$3.45



Proterra 35 Foot Recommended Spares

*NOTES CONFIGURABLE ITEMS				
Proterra Part Number	Description	Recommended Qty	Unit Price	Ext Price
001273	CONTROLLER, NODE, MUX (MULYIPLEX), MUX2-B, 12V, 24	3	\$238.24	\$714.72
Mult. Modules	CONSUMABLES			
018384	OIL, COMPRESSOR, HYDROVANE HPO	3	\$205.64	\$616.92
019931	AIR FILTER, LARGE, AIR COMPRESSOR	1	\$20.51	\$20.51
019932	AIR FILTER, SMALL, AIR COMPRESSOR	1	\$18.15	\$18.15
022358	DESICCANT,PACK	10	\$130.00	\$1,300.00
022387	TA366-3056 DESICCATOR	5	\$84.46	\$422.31
019763	FILTER, AIR, DEFROSTER	1	\$48.17	\$48.17
019403	FILTER, AIR, FOAM , HVAC	1	\$18.43	\$18.43
	Total Recommended Spares			\$53,035.49

ATTACHMENT "G"

Customer Inspection Checklist



Customer Inspection Checklist

Customer: _____

Date: _____

Bus Number: _____

Customer Inspector: _____

VIN: _____

Proterra Quality: _____

Underbody Inspection

	Item	Pass	Fail	Comments
1	Verify power steering tank is installed and free from leaks			
2	Verify washer fluid tank is installed and free from leaks			
3	Verify horns are installed secured, and terminated			
4	Verify harness on front bumper is properly secured			
5	Verify power steering gear box is properly torque striped and no leaks			
6	Verify power steering pump is installed and all hoses and fittings are tight and no leaks			
7	Verify bevel box is secured and no end play on shafts			
8	Verify front suspension mount plates (CS, center, SS) are properly secured and torque striped			
9	Verify all components on front suspension mount (CS, center, SS) plates are secured and properly routed.			
10	Verify front air lines are properly routed, secured, and free from chafe points			
11	Verify front brake lines are secure, no air leaks, and properly routed			
12	Verify front CS/SS ride height assembly is properly secured, linkage is tight, and harness is properly routed			
13	Verify front mud flaps are installed and secured			
14	Verify rear V-Rod bracket is properly installed and torqued			
15	Verify HV cables going through V-Rod bracket are properly installed, secured, and no visible damage			

16	Verify coolant hard lines, hoses, and hose clamps are properly installed, oriented, free from leaks, and no chafe points			
17	Verify rear air tank sub-assembly for air lines properly routed, secured, no chafe points, and not leaking air			
18	Verify rear flexible brake lines are secured, properly routed and not leaking air			
19	Verify rear axle hardware is secured, torque striped, no visible leaks, pinch clamps are tight, and drive shaft is properly secured			
20	Verify rear CS/SS ride height assembly is properly secured, linkage is tight, and harness is properly routed			
21	Verify firewall installed and secured			
22	Verify rear cage bolts are installed and torque marked			
23	Verify oil cooler installed on fire wall is secured, hoses properly routed, and free from leaks			
24	Verify motor and transmission is properly mated and all hardware is secured and torque marked			
25	Verify drain plug on SS of transmission is not leaking and torque striped indicating it has been filled (No torque stripe means it has not been filled)			
26	Verify transmission air lines are properly installed, secured, and no visible air leaks			
27	Verify transmission wiring harnesses are connectors are properly installed, seated, and secured			
28	Verify air compressor is properly installed, torque striped, and no visible coolant leaks			
29	Verify air compressor oil level is to the top of the sight glass			
30	Verify air dryer is properly installed, air lines secured and properly routed, electrical harness are secured and properly routed			
31	Verify manual air fill ports and drain valve air lines are properly routed and secure and free from chafing			
32	Verify rear cage coolant hard lines, hoses, and hose clamps are properly installed, oriented, free from leaks, and no chafe points			
33	Verify all rear cage electrical harness are properly routed and secured			
34	Verify all rear cage electrical terminations are properly seated and secured			
35	Verify 12/24V battery tray properly installed and moves in and out freely.			

36	Verify 12/24V battery connections are correct, torque striped, and properly secured			
37	Verify manual charge plate electrical wires are properly terminated and secured			
38	Verify rear LV plate terminations are correct, torque striped, and properly secured			
39	Verify wheels and tires are properly inflated, torque indicators installed, and valve stems are 180 deg. off			

Rooftop Inspection

	Item	Pass	Fail	Comments
1	Verify harness securement every 18"			
2	Verify harnesses not chaffing			
3	Verify PA speaker tight			
4	Verify connector at front roxtec rubber boot is			
5	Verify antenna plates secure			
6	Verify all antennas secured			
7	Verify HVAC access panels are secured			
8	Verify HVAC inverter box doors are secured			
9	Verify Coolant tubes are secured and no leaks			
10	Verify Grayson unit is secured and no leaks			
11	Verify radiator wiring is secured and no leaks			
12	Verify expansion tank is secured and no leaks			
13	Verify expansion tank wiring is secured			
14	Verify Charge blade is secured			
15	Verify charge blade HV terminations are			
16	Verify charge blade LV harnessing is secured			
17	Verify rooftop EMI filter box is secured			
18	Verify rooftop EMI filter harnesses are secured			
19	Verify rear marker light wiring is secured			
20	Verify scoop latches are properly adjusted			
21	Verify heated scoop screws are flush (if applical			
22	Verify rooftop grip tape is installed			

Exterior Inspection

	Item	Pass	Fail	Comments
1	Verify all exterior lamps are tight			
2	Verify no moisture in lamps			
3	Verify all exterior mirrors are tight			
4	Verify the bike rack function			
5	Verify dash icon (if applicable)			
6	Verify correct tires and wheels			
7	Verify torque arrows are present			
8	Verify rear hatch function and lock pin			
9	Verify CS and SS side hatch function			
10	Verify wiring diagrams (if applicable)			
11	Verify charge door function			
12	Verify fluid fill door function			
13	Verify fluid fill caps are in place			
14	Verify that wiper arms are tight			
15	Verify cameras are tight			

16	Verify no moisture in cameras			
17	Check body for scratches, chips, mars etc.			
18	Wrap or Paint Inspection (If Applicable)			
19	Verify Bumpers are Level and Secure			
20	Verify Exterior Decals to Customer Spec.			
21	Verify Exterior Configurables			
22				

Interior Inspection

	Item	Pass	Fail	Comments
1	Verify VIN Plate			
2	Verify Drivers Workplace Fit/Finish			
3	Verify No Missing Fasteners in DWP			
4	Verify Passenger Area Fit/Finish			
5	Verify Access Panels - Straight & Tight			
6	Verify Proper Passenger Seats			
7	Verify Seats are Tight			
8	Verify Hip-Knee Clearance (27.5" min.)			
9	Verify Stantions are Tight			
10	Verify Brake Cage Caps - Present & Tight			
11	Verify Floors are Clean			
12	Verify Windows are Clean			
13	Verify ADA Seats Function Properly			
14	Verify ADA Restraints Function Properly			
15	Verify Fire Extinguisher			
16	Verify First Aid Kit (If Applicable)			
17	Verify Wheel Chock(s) (If Applicable)			
18	Verify Wall Panel Fit			
19	Verify Wheel Well Box Lids Latch Properly			
20	Verify ITS Tray. Components and Wiring			
21	Verify Farebox Provision (If Applicable)			
22	Verify Steering Column is Secure			
23	Verify Acc. and Brake Pedals are Secure			
24	Verify Bull Nose to Flooring Joints			
25	Verify Mirrors Present and Secure			
26	Verify Interior Decals to Customer Spec.			
27	Verify Armrest is Tight			
28	Verify Instrument Cluster is Tight			
29	Verify IP is Tight			
30	Verify Interior Configurables			
31				
32				
33	Verify Interior Configurables			
34				
35				
36				

Functional Checks

	Item	Pass	Fail	Comments
1	Front Door Open/Close			

2	Front Door Sensitive Edge (If Applicable)			
3	Front Door Light			
4	Rear Door Open/Close			
5	Rear Door Sensitive Edge (If Applicable)			
6	Rear Door Light			
7	Verify Door Interlocks			
8	Wipers - 3 Speeds			
9	Windshield Washer			
10	Power Mirrors - CS/SS			
11	Heated Mirrors - CS/SS			
12	Air Conditioning			
13	Defroster Fan and Heat			
14	Windshield Fan(s) (If Applicable)			
15	Kneel			
16	ADA Ramp Deployment			
17	Emergency Brake Bleed Down			
18	Drivers Fan			
19	Farebox Light			
20	Drivers Light			
21	Cabin Lighting - Daytime			
22	Cabin Lighting - Night Run			
23	PA System			
24	Destination Signs			
25	Call Buttons/Cord - Dash Icon and Next Stop			
26	People Counters - Verify ITS Documentation			
27	Camera Shots - Verify ITS Documentation			
28	Fault Codes Cleared			
29	Drivers Seat Adjustments			
30	Tilt/Telescope Steering Wheel			
31	Steering Wheel is Straight			
32	Horn			
33	Front Escape Hatch Alarm and Dash Icon			
34	Rear Escape Hatch Alarm and Dash Icon			
35	Egress Windows			
36	Exterior Lighting			
37	4 Way Flashers			
38	Turn Signal Switches			
39	High Beam Switch			
40	Light Test			
41	Verify Body Control software version to BOM			
42	Verify ESM software version to BOM			
43	Verify charge control SW version to BOM			
44	Verify MOKI version software to BOM			
45	Verify powertrain software version to BOM			

Water Test

	Item	Pass	Fail	Comments
1	Windshield			
2	Side Windows			
3	Front Roxtec			
4	Coolant Pass Through			

5	Front Door			
6	Rear Door			
7	Mirrors			
8	Cameras			
9	Marker Lamps			
10				

Road Test

	Item	Pass	Fail	Comments
1	General Driving - City and Highway			
2	Squeeks/Rattles			
3	Transmission Shifting			
4	Steering			
5	ITS Route Verification (If Applicable)			
6	Mobile Eye (If Applicable)			
7	ADA Ramp Deployment			
8				
9				
10				

ATTACHMENT "H"

Training Program



Sales Order - Bus Configuration

TRAINING				REV C
Customer Park City				\$0
Contract/P.O. # 7				
Delivery Date 35'				
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
NA	Familiarization (introduction to the bus)	x	Base - Up to 8, 2hr classes (16hrs total)	\$0
			Custom (describe here)	\$TBD
NA	First Responder Training	x	Base - 1, 2-4hr class	\$0
			Custom (describe here)	\$TBD
NA	Operator Training - Depot Charge	x	Base - 4, 4hr classes (16hrs total)	\$0
			Each additional class (1 class, 4hrs) + travel	\$1,000
			Custom (describe here)	\$TBD
NA	Operator Training - On-Route Charge	x	Base - 3, 8hr classes (24hrs total)	\$0
			Each additional class (1 class, 8hrs) + travel	\$2,000
			Custom (describe here)	\$TBD
NA	Bus Maintenance Training	x	Base - 2, 16hr classes (32hrs total)	\$0
			Each additional class (1 class, 16hrs) + travel	\$3,000
			Custom (describe here)	\$TBD
NA	Charger Maintenance Training - Depot	x	Base - 2, 4hr classes (8hrs total)	\$0
			Each additional class (1 class, 4hrs) + travel	\$1,000
			Custom (describe here)	\$TBD
NA	Charger Maintenance Training - On Route	x	Base - 2, 12hr classes (24hrs total)	\$0
			Each additional class (1 class, 12hrs) + travel	\$3,000
			Custom (describe here)	\$TBD
NA	Vendor Provided Maintenance Training		Door System	\$TBD
			HVAC System	\$TBD
			Custom (describe here)	\$TBD
NA	Structural Composites Repair		1, 3day class (24hrs total), travel and materials included	\$14,500
NA	Other Training		Custom (describe here)	\$TBD
NA	Multiplex Training Aid		Custom (describe here)	\$TBD
NA	Destination Sign Training Aid		Custom (describe here)	\$TBD
NA	Door Training Aid		Custom (describe here)	\$TBD
NA	Other		Custom (describe here)	\$TBD

Configuration as noted above approved by:

Proterra: _____

Customer: _____

3 Training Content Overview

3.1 Driver Training

- Bus Orientation
 - History of Proterra
 - Advantages & strong points of the bus
 - Basic discussion of bus operating systems
 - Special components or features of the bus
- Electrical/Electronics
 - Location of all key electrical components on the bus
 - General discussion of the non-propulsion electrical system
 - Specific discussion on vehicle operating, control, safety and lighting systems and location of controls and switches
 - Warning indicators and gauges
- Transmission & Controls
 - Location of controls
 - Correct operation of the bus
 - Driving experience
- Air Conditioning System
 - Location of controls
 - Operation of the system
- Door/Window System
 - Location of controls
 - Door operation
 - Location of egress windows
 - Operation of egress windows
- Brake System
 - Explanation of the brake system
 - Driving experience
- Bus Service Instruction
 - Compartment-by-compartment tour of the bus
 - Mirrors adjustments
 - Seat adjustment
- Operational/Road Training
 - Familiarization with controls
 - Driving experience
 - Driving efficiently
- Docking and Charging (FC only)
 - Familiarization with system
 - Docking and charging experience
- Safety Training & Procedures

- Mobility aid ramp
 - Securing mobility aid passengers
 - Emergency procedures
- Handouts
- Knowledge Quiz

3.2 Bus Maintenance Training

- Bus Orientation
 - History of Proterra
 - Advantages & strong points of the bus
 - Basic discussion of bus operating systems
 - Compartment-by-compartment tour of the bus
 - Special components or features of the bus
- Electrical/Electronics
 - Location of all key electrical components on the bus
 - Explanation of the wiring diagram and codes
 - General discussion of electrical system
 - Specific discussion on vehicle operating, control, safety and lighting systems including troubleshooting instruction
- Transmission & Controls
 - Explanation of the transmission
 - Explanation of the electronic control system
 - Basic trouble shooting of the transmission
- Air Conditioning System
 - Explanation of the air conditioning system and location of key components
 - Explanation of the air conditioning electrical system
 - Explanation of the compressor, basic trouble shooting and preventative maintenance
 - Basic trouble shooting of the entire system
 - Preventative maintenance of the entire system
- Doors/Window System
 - Explanation of the door system and location of all system components
 - Explanation of the door electrical system
 - Proper door adjusting procedures
 - Basic trouble shooting of the door system
- Brake System
 - Explanation of the brake system
 - Basic brake system troubleshooting and repair
- Bus Service Instruction
 - Controls and switches
 - Warning indicators and gauges
 - Seat adjustment
 - Door controls
 - Mobility aid ramp operation
 - Compartment inspection and service points

- Mirror adjustment
 - Climate control system
- Fire Detection/Suppression System/Safety Procedures
 - Basic system familiarization
 - Location of controls
- Propulsion System
 - Explanation of the propulsion system and the location of key components
 - Explanation of the drive motor, accessories and controls
 - Explanation of the propulsion batteries, accessories and controls
 - Explanation of propulsion system maintenance procedures
 - Basic trouble shooting procedures for the propulsion system
- Air System
 - Explanation of the air system including location of all system components
 - Basic trouble shooting of the air system
 - Preventative maintenance of the air system
- Suspension/Steering/Axles
 - Explanation of the suspension system
 - Basic repairs to the suspension system
 - Basic trouble shooting of the suspension system
 - Explanation of the steering system
 - Basic trouble shooting of the steering system
- Body-Composite Repairs, Lights, Etc...
 - Explanation of the body and attachment methods for accessories
 - Basic repair methods including composite repairs
- Parts-Ordering, Etc...
 - Explanation of the parts manual and how it is divided
 - Explanation of the parts numbering system
 - Orientation to the bus and components on the bus
 - Practice in finding parts in the parts manual
- Mobility/Ramp System
 - Explanation of the mobility aid/ramp systems, mechanisms and controls
 - Inspection and periodic maintenance of the mobility aid/ramp mechanisms
 - Trouble shooting of the ramp and control systems
- Safety Training & Procedures
 - Basic safety orientation
 - Lock out/tag out procedures
 - High voltage orientation
- Bus Preventative Maintenance
 - Review of PMI procedures
- Diagnostic Tool
 - Explanation of usage
- Handouts
- Knowledge Quiz

3.3 Charger Maintenance Training (FC)

- Charger Orientation
 - History of Proterra
 - Advantages & strong points of the charger
 - Basic discussion of charger operating systems
 - Tour of the charger
- Overview and Theory of Operation
 - Review of the docking process
 - Review of components and systems
- Pneumatic System
 - Review of components
 - Troubleshooting
 - Repair
- Controls and Electrical System
 - Review of components
 - Troubleshooting
 - Repair
- High Voltage
 - Review of components
 - Troubleshooting
 - Repair
- Charge Arm
 - Review of components
 - Troubleshooting
 - Repair
- Charge Head
 - Review of components
 - Troubleshooting
 - Repair
- Main Charger
 - Theory of operation
 - Review of components
 - Troubleshooting
 - Repair
- Preventative Maintenance
 - Monthly process
 - Semi-Annual process
 - Annual process
- Shop Charger
 - Review of components
 - Theory of operation
 - Preventative Maintenance
- Diagnostics
 - Description of diagnostics
 - Troubleshooting
- Safety Training & Procedures



- Basic safety orientation
 - Lock out/tag out procedures
 - High voltage orientation
- Parts-Ordering, Etc...
 - Explanation of the parts manual and how it is divided
 - Explanation of the parts numbering system
 - Orientation to the bus and components on the bus
 - Practice in finding parts in the parts manual
- Handouts
- Knowledge Quiz

Federal Procurement Requirements

SECTION 5: FEDERAL REQUIREMENTS

FR 1. Access to Records

The Contractor agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limiting those listed directly or by reference in the Master Agreement between the Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

The following access to records requirements apply to this Contract:

FR 1.1 Local Governments

In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

FR 1.2 State Governments

In accordance with 49 CFR 633.17, the Contractor agrees to provide the Agency, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

FR 2. Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall

be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any **Agency** requests that would cause **Agency** to be in violation of the FTA terms and conditions.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Agency and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

FR 3. Federal Energy Conservation Requirements

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FR 4. Civil Rights Requirements

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for

reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FR 5. No Government Obligation to Third Parties

- 1. The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the Solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- 2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

FR 6. Program Fraud and False or Fraudulent Statements or Related Acts

- 1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

FR 7. Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **the Agency**. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this Proposal is valid and throughout the period of any Contract that may arise from this Proposal. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

FR 8. Disadvantaged Business Enterprise (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as **the Agency** deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The Contractor is required to pay its Subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment for that work from the Agency. In addition, the Contractor may not hold retainage from its Subcontractors and is required to return any retainage payments to those Subcontractors within 30 days after the Subcontractor’s work related to this Contract is satisfactorily completed.

TVM

Each Transit Vehicle Manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26. You do not include FTA assistance used in transit vehicle procurements in the base amount from which your overall goal is calculated. See 49 CFR 26.49(a). Proposer hereby verifies that they are compliant with FTA’s Transit Vehicle Manufacturer (TVM) requirements and are authorized to bid on federally funded transit agency contracts.

FR 9. Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FR 10. Clean Air Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FR 11. Compliance with Federal Lobbying Policy

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

FR 12. Buy America

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Under this procurement, charging equipment is considered a manufactured product and are subject to the requirements set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.5. Manufactured products must be produced in the United States where all of the manufacturing processes for the product must take place in the United States; and all of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 65 percent domestic content in 2018-2019, and 70 percent beyond 2020.

A Proposer must submit to the Agency the appropriate Buy America Certifications with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by properly completed Buy America certifications are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

FR 13. Testing of New Bus Models

The Contractor agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
5. If the manufacturer is in the middle of the tests required to comply with this contract, the manufacturer must make all data available to the agency as it becomes available for review.

FR 14. Pre-Award and Post-Delivery Audits

The Contractor agrees to comply with 49 USC § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

1. **Buy America requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the recommended Proposer certifies compliance with Buy America, it shall submit documentation that lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. This list shall be provided prior to contract award.

2. **Solicitation specification requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit one (1) manufacturer's FMVSS self-certification with their proposal, Federal Motor Vehicles Safety Standards, stating that the vehicle complies with relevant FMVSS. The self-certification shall state the specific industry standard used for FMVSS certification.

FR 15. Cargo Preference

The Contractor agrees to the following:

1. To use privately owned U.S.-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;
2. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.)
3. To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

FR 16. Fly America

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

FR 17. Contract Work Hours and Safety Standards Act

1. **Overtime requirements:** No Contractor or Subcontractor contracting for any part of the Contract Work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such Work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor

shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. **Withholding for unpaid wages and liquidated damages:** The **Agency** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. **Subcontracts:** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

FR 18 ADA Access

The Contractor and any of its Subsuppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

1. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
6. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
7. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
10. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
11. Any implementing requirements FTA may issue.

FR 19 Conformance with National ITS Architecture and Seismic Safety Certification

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 Fed. Reg. 1455 et. seq., January 8, 2001, and the subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

FR 20 Dispute Resolution

Dispute Clauses for FTA assisted contracts

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by Park City Municipal Corporation’s Public Works Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Works Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Works Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by PCMC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten (10) days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Park City Municipal Corporation and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Park City Municipal Corporation, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

See Section 3 – General Conditions GC 9.20 for a list of sections that shall survive the nominal expiration or discharge of other Contract obligations, and PCMC may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods. See Section 3 – General Conditions GC 9.8 for further guidance regarding disputes.

Proposals that are not accompanied by a properly signed and executed Dispute Resolution certification, located in Section 9: Forms and Certifications CER 8.10 are subject to rejection as nonresponsive.

**Acknowledgement of compliance for all
Procurement Federal Requirements**

**Will need to produce applicable certificate(s) as necessary*

Company name: _____

Name and authorized official: _____

Title Proposer's authorized official: _____

Authorized signature

Date

Letter of Credit (LOC) for \$764,691 (15% of total contract value \$5,097,939)
***Contract price on 8/30/2018**



SiliconValleyBank

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSP001594

DATE: SEPTEMBER 20, 2018

ISSUING BANK:
SILICON VALLEY BANK
3003 TASMAN DRIVE
2ND FLOOR, MAIL SORT HF210
SANTA CLARA, CALIFORNIA 95054

BENEFICIARY:
PARK CITY MUNICIPAL CORPORATION
1053 IRON HORSE DR.
PO BOX 1480
PARK CITY, UT 84060
ATTN: BLAKE K. FONNESBECK
TRANSIT AND PUBLIC WORKS DIRECTOR

APPLICANT:
PROTERRA INC.
1 WHITLEE CT
GREENVILLE, SC 29607

AMOUNT:USD 764,691.00(SEVEN HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED NINETY ONE
AND 00/100 U.S.DOLLARS)

EXPIRATION DATE: FEBRUARY 01, 2019

LOCATION: SANTA CLARA, CALIFORNIA

DEAR SIR/MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE, NON-TRANSFERABLE STANDBY LETTER OF CREDIT
NO. SVBSP001594 IN YOUR FAVOR AVAILABLE BY YOUR DRAFTS DRAWN ON US AT SIGHT IN
THE FORM OF EXHIBIT "A" ATTACHED AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENT(S), IF ANY.
2. BENEFICIARY'S SIGNED STATEMENT STATING AS FOLLOWS:

"AN EVENT OF DEFAULT HAS OCCURRED BY PROTERRA, INC. WITH FAILURE TO
DELIVER TO PARK CITY MUNICIPAL CORPORATION FACILITY LOCATED AT 1053 IRON
HORSE DRIVE, PARK CITY, UTAH, 84060 SEVEN PROTERRA 35 FOOT LOW FLOOR BUSES
AND SEVEN DEPOT CHARGERS"

PARTIAL DRAWS AND MULTIPLE PRESENTATIONS ARE ALLOWED.

DRAFT(S) AND DOCUMENTS MUST INDICATE THE NUMBER AND DATE OF THIS IRREVOCABLE
STANDBY LETTER OF CREDIT NO. SVBSP001594.

PAGE - 1

3003 Tasman Drive Santa Clara, CA 95054 T 408.654.7400 svb.com



Silicon Valley Bank

IRREVOCABLE STANDBY LETTER OF CREDIT NO.SVBSP001594

ALL DEMANDS FOR PAYMENT SHALL BE MADE BY PRESENTATION OF THE REQUIRED DOCUMENTS ON A BUSINESS DAY AT OUR OFFICE (THE "BANK'S OFFICE") AT: SILICON VALLEY BANK, 3003 TASMAN DRIVE, 2ND FLOOR, MAIL SORT HF 210, SANTA CLARA, CA 95054, ATTENTION: GLOBAL TRADE FINANCE.

FACSIMILE PRESENTATIONS ARE PERMITTED. SHOULD BENEFICIARY WISH TO MAKE PRESENTATIONS UNDER THIS LETTER OF CREDIT ENTIRELY BY FACSIMILE TRANSMISSION IT NEED NOT TRANSMIT THIS LETTER OF CREDIT AND AMENDMENT(S), IF ANY. EACH FACSIMILE TRANSMISSION SHALL BE MADE AT: (408) 496-2418 OR (408) 969-6510 ; AND SIMULTANEOUSLY UNDER TELEPHONE ADVICE TO: (408) 654-6274 OR (408) 654-7716, ATTENTION: STANDBY LETTER OF CREDIT NEGOTIATION SECTION WITH ORIGINALS TO FOLLOW BY OVERNIGHT COURIER SERVICE; PROVIDED, HOWEVER, THE BANK WILL DETERMINE HONOR OR DISHONOR ON THE BASIS OF PRESENTATION BY FACSIMILE ALONE, AND WILL NOT EXAMINE THE ORIGINALS. IN ADDITION, ABSENCE OF THE AFORESAID TELEPHONE ADVICE SHALL NOT AFFECT OUR OBLIGATION TO HONOR ANY DRAW REQUEST.

WE HEREBY AGREE WITH THE BENEFICIARY THAT DRAFTS DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US ON OR BEFORE THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

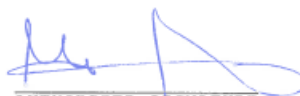
IF ANY INSTRUCTIONS ACCOMPANYING A DRAWING UNDER THIS LETTER OF CREDIT REQUEST THAT PAYMENT IS TO BE MADE BY TRANSFER TO YOUR ACCOUNT WITH ANOTHER BANK, WE WILL ONLY EFFECT SUCH PAYMENT BY FED WIRE TO A U.S. REGULATED BANK, AND WE AND/OR SUCH OTHER BANK MAY RELY ON AN ACCOUNT NUMBER SPECIFIED IN SUCH INSTRUCTIONS EVEN IF THE NUMBER IDENTIFIES A PERSON OR ENTITY DIFFERENT FROM THE INTENDED PAYEE.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

SILICON VALLEY BANK,


AUTHORIZED SIGNATURE

J. DOSSANTOS


AUTHORIZED SIGNATURE
Evelio Barairo

PAGE - 2

EXHIBIT A

DATE: _____	REF. NO. _____
AT SIGHT OF THIS DRAFT	
PAY TO THE ORDER OF _____ US\$ _____	
US DOLLARS _____	
DRAWN UNDER SILICON VALLEY BANK, SANTA CLARA, CALIFORNIA, STANDBY LETTER OF CREDIT NUMBER NO. _____ DATED _____	
TO: SILICON VALLEY BANK 3003 TASMAN DRIVE SANTA CLARA, CA 95054	_____ (BENEFICIARY'S NAME)
_____ Authorized Signature	

GUIDELINES TO PREPARE THE DRAFT

1. DATE: ISSUANCE DATE OF DRAFT.
2. REF. NO.: BENEFICIARY'S REFERENCE NUMBER, IF ANY.
3. PAY TO THE ORDER OF: NAME OF BENEFICIARY AS INDICATED IN THE L/C (MAKE SURE BENEFICIARY ENDORSES IT ON THE REVERSE SIDE).
4. US\$: AMOUNT OF DRAWING IN FIGURES.
5. USDOLLARS: AMOUNT OF DRAWING IN WORDS.
6. LETTER OF CREDIT NUMBER: SILICON VALLEY BANK'S STANDBY L/C NUMBER THAT PERTAINS TO THE DRAWING.
7. DATED: ISSUANCE DATE OF THE STANDBY L/C.
8. BENEFICIARY'S NAME: NAME OF BENEFICIARY AS INDICATED IN THE L/C.
9. AUTHORIZED SIGNATURE: SIGNED BY AN AUTHORIZED SIGNER OF BENEFICIARY.

IF YOU NEED FURTHER ASSISTANCE IN COMPLETING THIS DRAFT, PLEASE CALL OUR L/C PAYMENT SECTION AT: 408-654-6274 OR 408-654-7716 OR 408-654-3035.

UPS CampusShip: [View/Print Label](#)

1. **Ensure there are no other taping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
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Take your package to any location of The UPS Store®, UPS Access Point™ location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services® (SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages. Hand the package to any UPS driver in your area.

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181 E. TABMAN DR.
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FOLD HERE

0.0 LBS LTR 1 OF 1	SHIP TO: ATTN: BLAKE K. FONNESBECK 000000000000 PARK CITY MUNICIPAL CORPORATION XXXX TRANSIT AND PUBLIC WORKS DIRECTOR 1053 IRON HORSE DR. PARK CITY UT 84060-5184	 	UT 841 9-44 	UPS NEXT DAY AIR TRACKING #: 1Z E94 183 01 9290 6159 1		BILLING: P/P
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Silicon Valley Bank

ADVICE OF DEBIT

DATE: SEPTEMBER 20, 2018

TO:
PROTERRA INC
1 WHITLEE CT
GREENVILLE SC 29607

LETTER OF CREDIT NO.:	SVBSP001594
APPLICANT:	PROTERRA INC.
BENEFICIARY:	PARK CITY MUNICIPAL CORPORATION
AMOUNT:	USD 764,691.00

LADIES AND GENTLEMEN:

WE DEBITED YOUR ACCOUNT NUMBER XXXXXX8094 WITH US IN THE AMOUNT
OF USD 3,126.35 FOR ISSUANCE OF A STANDBY LETTER OF CREDIT.

DETAILS ARE AS FOLLOWS:

COURIER	USD	30.00
COMMITMENT FEE	USD	2,846.35
STANDBY ORIGINATION FEE	USD	250.00

TOTAL:	USD	3,126.35
--------	-----	----------

NOTE: COMMITMENT FEE HAS BEEN CHARGED AT 1.00% P.A. FOR THE PERIOD OF
09/20/18 TO 02/01/19.

COPY OF LETTER OF CREDIT IS ATTACHED.

IF YOU HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CONTACT
EVELIO BARAIRO AT (408) 654-3035, ALWAYS QUOTING OUR LETTER OF CREDIT
NO. SVBSP001594.

THIS DOCUMENT IS COMPUTER GENERATED AND REQUIRES NO SIGNATURE.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
01/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Oregon, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Proterra, Inc. 1 Whittle Court Greenville, SC 29607 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company of America 25666 INSURER B: Travelers Indemnity Company of CT 25682 INSURER C: Westchester Surplus Lines Insurance Company 10172 INSURER D: Great American Alliance Insurance Company 26832 INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: W5117134	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y-630-4C342733-TIA-17	11/10/2017	11/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	BA-4C342733-17-CAG	11/10/2017	11/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0	Y	G4683575A001	11/10/2017	11/10/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC1709075-05	12/29/2017	12/29/2018	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile insurance includes vehicles for sale or service that are delivered to customers or being delivered or driven to exhibitors or demonstrations.

Park City Municipal Corporation is included as Additional Insured

CERTIFICATE HOLDER	CANCELLATION
Park City Municipal Corporation Attn: Blake K. Fomesbeck -Transit and Public Works Director 1053 Iron Horse Drive P O Box 1480 Park City, UT 84060-1480	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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OR ID: 15540935

DATE: 573021

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Blake Fannesbeck

Submitting Department: Transit

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute a Contract with Hidden Peak Electric Company, LLC. a General Contractor, in an Amount Not to Exceed \$260,000 in a Form Approved by the City Attorney, for the Construction Work Associated with a Phase of the Electric Depot Charger Installation Project
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Depot Charger Installation Staff Report](#)

[Bid Document Packet](#)



City Council Staff Report

Subject: Electric Depot Charger Install Project
Author: Blake Fonnesebeck
Department: Transit Department
Date: October 23, 2018
Type of Item: Consent Agenda

Summary Recommendation

Authorize the City Manager to execute a contract with Hidden Peak Electric Co, LLC., ("Hidden Peak"), a General Contractor in the amount of Two Hundred Sixty Thousand Dollars (\$260,000) in a form approved by the City Attorney, for the construction work associated with a future Rocky Mountain Power provided transformer from Iron Horse Drive to the Transit Bus Barn. Conduit will be run underground to seven bus chargers.

Executive Summary

The seven (7) 66Kw "Depot Chargers" or Proterra Power Control System (PCS) units have been purchased from Proterra in the same contract as the seven (7) new E2 battery electric buses. Depot chargers will serve as overnight trickle chargers powering the E2 buses. Hidden Peak was the successful bidder of the Transit advertised bid in accordance to specifications as prepared for the project by Spectrum Engineering, Inc. as a phase of the electric bus charger installation project. Hidden Peak is to perform necessary construction work associated with asphalt cutting, trenching and laying conduit for a future RMP provided transformer from Iron Horse Drive to the Transit Bus Barn on property; installation of PCMC provided switch gear, CTE, MDP and step down transformer; and trenching from CTE to the interior of the Bus Barn where the MDP and transformer will be installed.

It is anticipated by Transit to break ground on this work commencing on Monday October 29, 2018, with project completion being by Friday December 21, 2018.

Acronyms

CTE – "Electrical Cabinet"
MDP – Main Distribution Panel
RMP – Rocky Mountain Power

Background

- 2016 Short-Range Transit Development Plan(s) identified that future consideration be given to electric buses as they continue to rapidly evolve.
- Through extensive research Proterra was again found to be the sole service provider of battery electric technology that fits the needs of Park City Transit. See attached Letter of Support to partner with Park City Municipal from June 2017.

- 2018 Park City Transit Department received a subsequent 5339c FTA “Low-No” grant totaling \$500,000, which will reimburse 10%, and \$3,502,210 in Park City 5311 funds are to reimburse 69% of the total combined costs of \$5,066,089 or \$737,727 for each of the seven (7) E2 electric buses with custom configuration, and an equally divided portion of spare parts package and depot chargers. Park City Municipal is responsible for remaining 21% or \$1,063,897 of local matched.
- New E2 buses will be ready for route service winter 2019.

Attachments

<u>Date</u>	<u>Item</u>
October 3, 2018	Bid Advertisement Complete Document
October XX, 2018	Proterra Service Provider Agreement 2018

Alternatives for City Council to Consider

1. Recommended Alternative:

Enter contract with Hidden Peak Electric Co, LLC. for construction work associated with a future Rocky Mountain Power provided transformer

Pros

- Install main depot charging for E2 electric buses.
- Adds capacity to add additional chargers to fully electrify Transit fleet.

Cons

- New E2 electric buses will not work without the proper installation of the Depot Chargers.

2. Delay the contract with Hidden Peak Electric Co, LLC. for construction work associated with a future Rocky Mountain Power provided transformer

Pros

- There are no pros

Cons

- E2 buses which we will receive in Winter 2019 will not be able to operate as they will be unable to charge overnight.

3. Null Alternative:

4. Do not approve the contract with Hidden Peak Electric Co, LLC. for construction work associated with a future Rocky Mountain Power provided transformer

Pros

- No Pros

Cons

- Transit will not be able to use the seven new E2 buses
- Transit will need to buy seven (7) clean diesel buses which will take an additional 18 months to replace the current old diesel buses.

Analysis

Although the new E2 Proterra buses have a substantially increased range they do not utilize the same means of charging. E2 buses will charge overnight in Transit garages instead of on route charging like current FC Fast Charge buses. It is anticipated that the E2 buses will only require a once a day on route quick charge. The installation of the internal Depot Chargers needs to be made prior to the delivery of the buses.

Department Review

The City Manager's Office, the City Attorney's Office, Budget, and Public Works have reviewed this Staff Report.

Funding Source

Funding for this project has been budgeted as part of the FY 2019 Transit Capital Projects.

The install of all work associated with the Depot Chargers is planned at \$35,000 per unit totaling \$245,000.



Bid Documents

Contains all necessary information associated with electric bus depot charger install on behalf of Park City Municipal – Transit Department.

TABLE OF CONTENTS

<u>Document Name</u>	<u>Pages</u>
1) Construction Drawings	2 – 5
2) Specs for the Job	6 – 70
3) Proterra Installation Manual	71 – 130
4) PCMC Bid Documents	131
A) Bid Advertisement	132
B) Instruction to Bidders	133 – 145
C) PCMC Construction Agreement	146 – 161

Please Note: As advertised, there is a mandatory pre-bid walkthrough on Friday, October 12th at 1053 Iron Horse Drive, Park City, UT 80460.

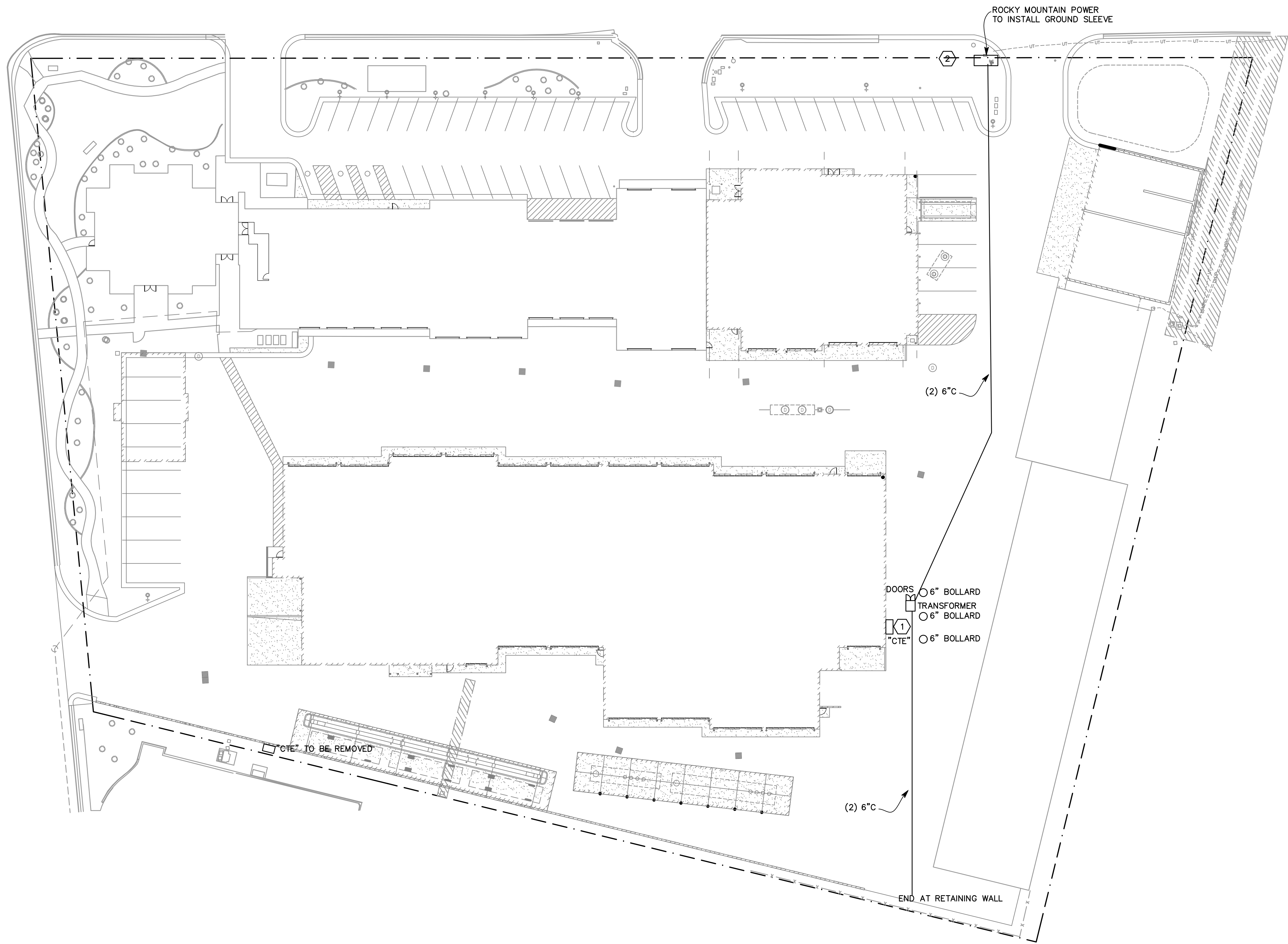
All questions in regards to this project need to be sent via email.

Dave Gustafson
Project Manager/PCMC
dgustafson@parkcity.org

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SHORTLINE ROAD

IRON HORSE DR

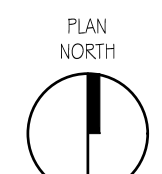
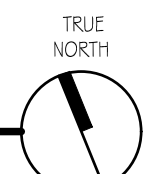


1"=30'

AI

ELECTRICAL SITE PLAN

SCALE: 1"=30'-0"



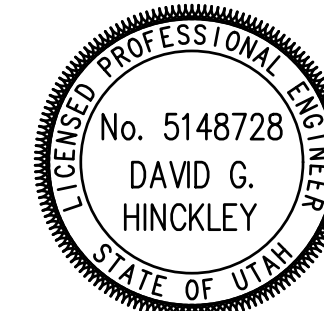
SHEET KEYNOTES

- COORDINATE LOCATION OF NEW TRANSFORMER WITH ROCKY MOUNTAIN POWER AND OWNER.
- COORDINATE TERMINATION POINT OF CONDUIT WITH ROCKY MOUNTAIN POWER (THEY WILL BE PROVIDING A NEW SECTIONALIZER ON IRON HORSE).

ELECTRICAL ENGINEER
SPECTRUM ENGINEERS
324 S. STATE STREET
SUITE 400
SALT LAKE CITY, UTAH 84111
BUS. PH. (801) 328-5151
BUS. FAX. (801) 328-5155
E-MAIL: DGH@spectrum-engineers.com

**IRON HORSE
TRANSIT OPERATIONS
FACILITY**
1053 IRON HORSE DRIVE
PARK CITY, UTAH 84060

**PARK CITY
PUBLIC WORKS
DEPARTMENT**
1053 IRON HORSE DRIVE
PARK CITY, UTAH 84060



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DGH

ELECTRICAL SITE
PLAN

ES100

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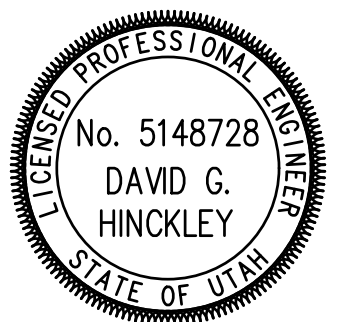
SHEET KEYNOTES

1. REMOVE EXISTING TRANSFORMER AND 225/3 ENCLOSED CIRCUIT BREAKER AND INSTALL NEW 225KVA TRANSFORMER TO FEED EXISTING "MS".
2. PROVIDE JUNCTION BOX (ESTIMATED SIZE 3'X3'X1' DEEP, VERIFY WITH NUMBER OF CONDUCTORS) WITH PEDESTRIAN RATED LID.
3. COORDINATE REMOVAL OF CONCRETE TO FEED CHARGING STATIONS WITH GENERAL CONTRACTOR. FOR FEEDER FROM "CTE" BORING IS PREFERRED.

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IRON HORSE
TRANSIT OPERATIONS
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1053 IRON HORSE DRIVE
PARK CITY, UTAH 84060

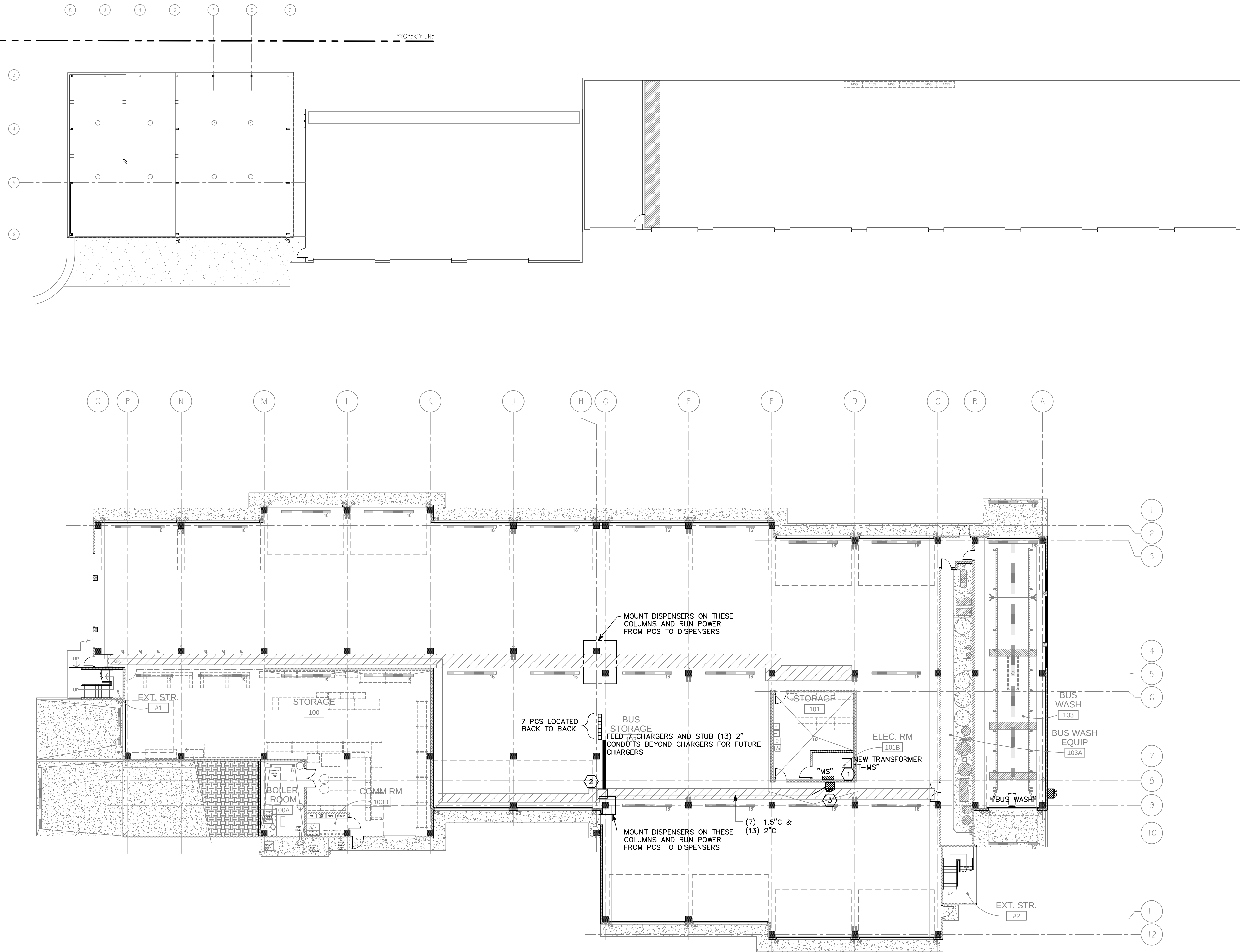
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PUBLIC WORKS
DEPARTMENT
1053 IRON HORSE DRIVE
PARK CITY, UTAH 84060



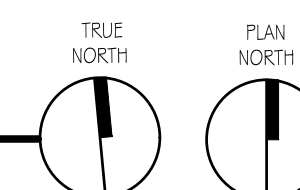
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FIRST FLOOR
POWER PLANS-BUS
PARKING BUILDING

EP100

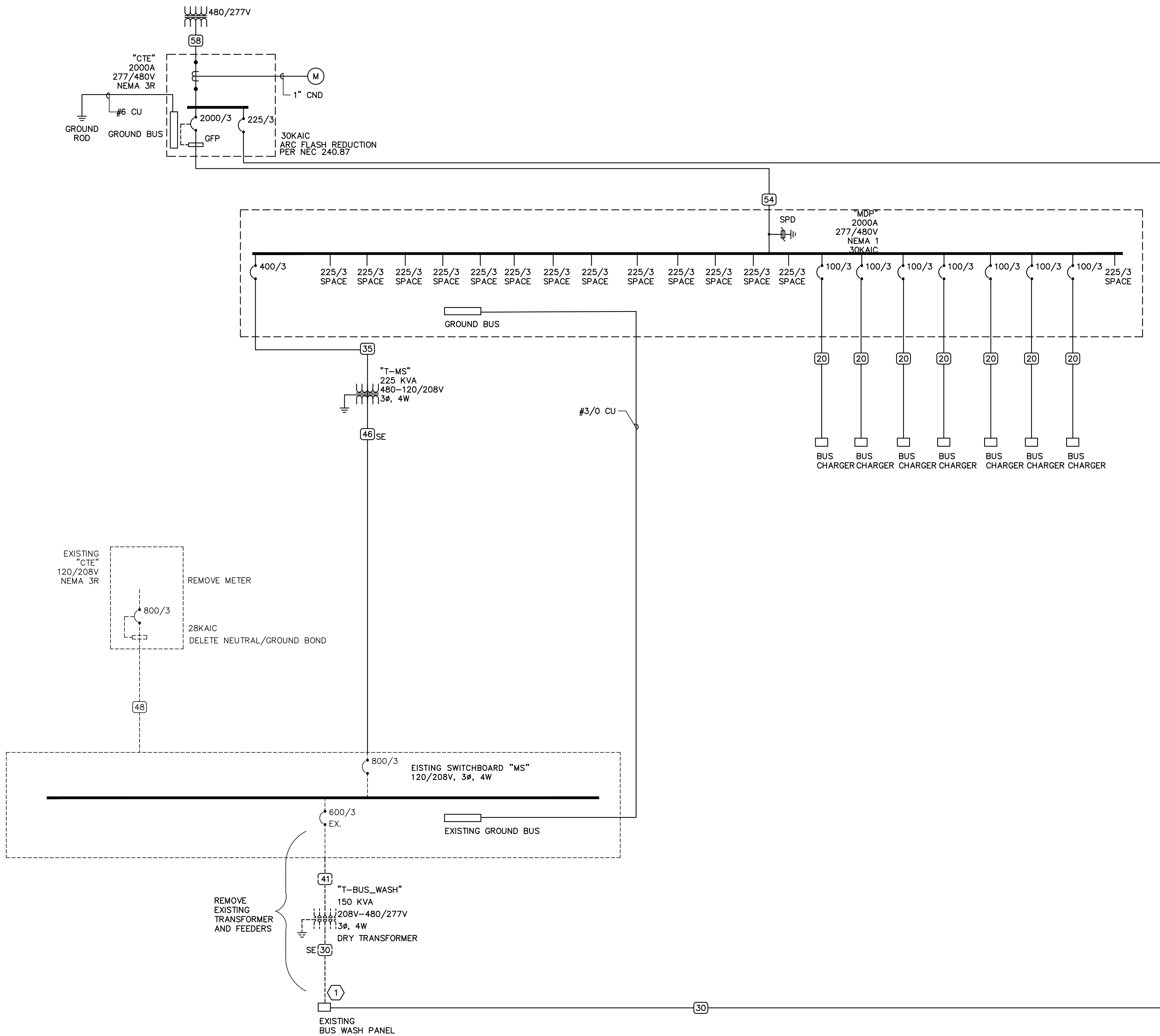


AI FIRST FLOOR POWER PLAN-BUS PARKING BUILDING
SCALE: 1/16"=1'-0"



EP501

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C3 BUS STORAGE BUILDING ONE-LINE DIAGRAM
NO SCALE

CONDUCTOR AND CONDUIT SCHEDULE

SCHEDULE NUMBER		(E.G.) 5 _{IG}					
SUBSCRIPT (NOTE 5)							
SYM	AMP	CONDUIT SIZE	CONDUCTOR(NOTE 1) QTY SIZE	G	IG	SE	NOTES
1	20	.75	2 12	12	12	8	2
2	20	.75	3 12	12	12	8	2,3
3	20	.75	4 12	12	12	8	2,3
4	30	.75	2 10	10	10	8	2
5	30	.75	3 10	10	10	8	2
6	30	.75	4 10	10	10	8	2
7	40	1	2 8	10	8	6	2
8	40	1	3 8	10	8	6	2
9	40	1	4 8	10	8	6	2
10	55	1	2 6	10	8	4	2
11	55	1	3 6	10	8	4	2
12	55	1.25	4 6	10	8	4	2
13	70	1	2 4	8	4	2	2
14	70	1.25	3 4	8	4	2	2
15	70	1.25	4 4	8	4	2	2
16	85	1.25	2 3	8	3	2	2
17	85	1.25	3 3	8	3	2	2
18	85	1.25	4 3	8	3	2	2
19	95	1.25	3 2	8	2	2	2
20	95	1.50	4 2	8	2	2	2
21	130	1.50	3 1	6	2	2	2
22	130	1.50	4 1	6	2	2	2
23	150	2	3 1/0	6	2	1/0	2
24	150	2	4 1/0	6	2	1/0	2
25	175	2	3 2/0	6	2	2/0	2
26	175	2	4 2/0	6	2	2/0	2
27	200	2	3 3/0	6	2	2/0	2
28	200	2.50	4 3/0	6	2	2/0	2
29	230	2.50	3 4/0	4	2	2/0	2
30	230	2.50	4 4/0	4	2	2/0	2
31	255	2.50	3 250	4	1	2/0	2
32	255	2.50	4 250	4	1	2/0	2
33	310	3	3 350	3	1/0	3/0	2
34	310	3	4 350	3	1/0	3/0	2
35	380	3.50	3 500	3	3/0	3/0	2
36	380	4	4 500	3	3/0	3/0	2
37	400	2 EA 2	3 3/0	3	3/0	3/0	2
38	400	2 EA 2.50	4 3/0	3	3/0	3/0	2
39	510	2 EA 2.50	3 250	1	4/0	3/0	2
40	510	2 EA 3	4 250	1	4/0	3/0	2
41	620	2 EA 3	3 350	1/0	4/0	3/0	2,4
42	620	2 EA 3	4 350	1/0	4/0	3/0	2,4
43	760	2 EA 3.50	3 500	1/0	4/0	3/0	2,4
44	760	2 EA 4	4 500	1/0	4/0	3/0	2,4
45	855	3 EA 3	3 300	2/0	4/0	3/0	2,4
46	855	3 EA 3	4 300	2/0	4/0	3/0	2,4
47	1000	3 EA 3.50	3 400	2/0	4/0	3/0	4
48	1000	3 EA 3.50	4 400	2/0	4/0	3/0	4
49	1140	3 EA 4	3 500	3/0	4/0	3/0	4
50	1140	3 EA 4	4 500	3/0	4/0	3/0	4
51	1240	4 EA 3	3 350	3/0	4/0	3/0	4
52	1240	4 EA 3	4 350	3/0	4/0	3/0	4
53	1675	5 EA 3.50	4 400	4/0	4/0	4/0	4
54	2010	6 EA 3.50	4 400	250	250	250	4
55	2660	7 EA 4	4 500	350	350	350	4
56	3040	8 EA 4	4 500	500	500	500	4
57	4180	11 EA 4	4 500	500	500	500	4
58		7 EA 4					6
59		5					6
60		10 EA 4					6

- CONDUCTOR AND CONDUIT SCHEDULE NOTES
- CONDUCTORS SHOWN ARE SHOWN FOR EACH CONDUIT WITH MODIFICATIONS AS NOTED IN NOTE 5. ALL CONDUCTORS SHOWN ARE THWN UNLESS OTHERWISE NOTED.
 - PROVIDE EQUIPMENT GROUND CONDUCTORS PER TABLE 250-122 WHEN CIRCUIT BREAKERS ARE SIZED GREATER THAN AMPERE RATING SHOWN IN TABLE.
 - PROVIDE #10 NEUTRALS FOR MULTIWIRE BRANCH CIRCUITS SERVING COMPUTERS.
 - GROUND (G) CONDUCTOR MAY BE DELETED ON SERVICE ENTRANCE CONDUCTORS.
 - WHEN SYMBOL SUBSCRIPT INDICATES "IG", INCLUDE "IG" OR INSULATED GROUND CONDUCTOR SCHEDULED ALONG WITH GROUND OR EQUIPMENT GROUND CONDUCTOR. WHEN SYMBOL SUBSCRIPT INDICATES "SE", SUBSTITUTE "SE" CONDUCTOR FOR "G" CONDUCTOR SHOWN WHICH IS SIZED FOR THE GROUNDING OF THE SECONDARY OF THE SEPARATELY DERIVED SYSTEMS.
 - RACEWAY ONLY. CONDUCTORS PROVIDED BY UTILITY.

GENERAL SHEET NOTES

- PROVIDE NEMA 3R ENCLOSURES FOR EQUIPMENT LOCATED OUTDOORS. REFER TO PLANS FOR EQUIPMENT LOCATIONS.
- REFER TO PLANS FOR CONSTRAINTS ON PHYSICAL DIMENSIONS AND CLEARANCE REQUIREMENTS OF EQUIPMENT. PROVIDE EQUIPMENT DIMENSIONS THAT FALL WITHIN THE CONSTRAINTS OF EACH SPECIFIC LOCATION.
- ALL EQUIPMENT SHALL BE CONSTRUCTED AND BRACED FOR THE SEISMIC CONDITIONS OF THE PROJECT. REFER TO SPECIFICATIONS SECTION 16071 FOR REQUIREMENTS.
- ALL ITEMS ON ONE-LINE DIAGRAM ARE NEW UNLESS NOTED AS EXISTING.

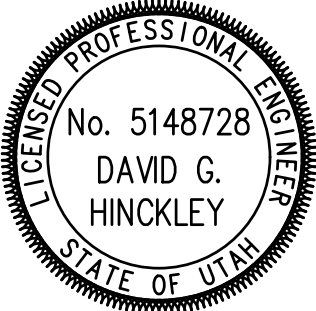
SHEET KEYNOTES

- THE BUS WASH PANEL IS CURRENTLY FED FROM A 225/3 BREAKER LOCATED IN THE ELECTRICAL ROOM. AS PART OF BASE BID, INCLUDE RE-FEEDING THE BUS WASH PANEL FROM THE NEW SWITCHBOARD "MDP". IF EXISTING 225/3 BREAKER LOCATED IN ELECTRICAL ROOM CAN BE MOVED TO THE SIDE OF THE NEW TRANSFORMER GOING IN ITS PLACE (IF THE FEEDER LENGTH IS SUFFICIENT) AND THIS BREAKER CAN BE FED FROM THE NEW "MDP" PROVIDE CREDIT TO THE OWNER FOR THIS SHORTER FEEDER LENGTH.

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PARK CITY, UTAH 84060



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DGH

ONE-LINE DIAGRAMS

EP601

SECTION 260500 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Supporting devices for electrical components.
 - 2. Electricity-metering components.
 - 3. Access Panels
 - 4. Concrete equipment bases.
 - 5. Earthwork.
 - 6. Cutting and patching for electrical construction.
 - 7. Touchup painting.
 - 8. Permits and Fees

1.3 SUBMITTALS

- A. Product Data: For electricity-metering equipment.
- B. Shop Drawings: Dimensioned plans and sections or elevation layouts of electricity-metering equipment.
- C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.
- C. Comply with Owner Standards.
- D. Installer Qualifications: All workmen doing electrical work shall be duly licensed with the required supervision in the State or Locality as legally required.
 - 1. Site Review: All electricians must carry their electrician's license with them and show it upon request.

1.5 COORDINATION

- A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.

1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
- C. Coordinate electrical equipment installation with other building components.
 1. Verify all dimensions be field measurements.
 2. Minimize costs to resolve equipment and other conflicts by successfully concluding preinstallation conferences. Include the following:
 - a. Review Division 22&23 shop drawings. Compare equipment electrical specifications with equipment schedule. Prevent Div 22&23 equipment encroaching on clearances required by NEC. Request clarification of conflicts prior to installation.
 - b. Determine whether lighting fixtures and other electrical items conflict with the location of structural members and mechanical or other equipment.
 - c. Coordinate connecting electrical service to components furnished in other sections of the specification or by the User. Verify electrical requirements including voltage, full load amps, and minimum wire ampacity prior to installing or purchasing the associated electrical equipment and wiring.
- D. Coordinate electrical service connections to components furnished by electric utility companies.
 1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
 2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.
 3. Notify Architect a minimum of seven days in advance of any proposed utility interruption and obtain approval prior to proceeding. Comply with requirements of the Owner, User, and Utility.
 4. Include all costs, including Owner, municipal or utility costs that will need to be paid to obtain electric service.
- E. Coordinate communication service connections to components furnished by communication utility companies and of Owner's facilities.
 1. Coordinate installation and connection of exterior underground and overhead utilities and services.
 2. Comply with requirements of authorities having jurisdiction.
 3. Notify Architect a minimum of seven days in advance of any proposed utility interruption and obtain approval prior to proceeding. Comply with requirements of the Owner, User, and Utility.
 4. Include all costs, including Owner, municipal or utility costs that will need to be paid to obtain communication services.
- F. Temporary Power and Communication are specified in Division 1 Section "Construction Facilities and Temporary Controls".
 1. Comply with requirements for temporary electric and communication services with the proper utility and Owner's representative.
 2. Comply with Article 305 of the NEC.

- G. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 8 Section "Access Doors."
- H. Coordinate with Authorities Having Jurisdiction including: city, county, state, federal and other governmental authorities.
 - 1. Obtain all permits (including excavation permits) prior to beginning construction.
 - 2. Pay all fees.
 - 3. Request inspections required by Authorities Having Jurisdiction in a timely manner and in order to comply with sequencing requirements.

PART 2 - PRODUCTS

2.1 SUPPORTING DEVICES

- A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.
- B. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.
- C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch- (14-mm-) diameter slotted holes at a maximum of 2 inches (50 mm) o.c., in webs.
 - 1. Channel Thickness: Selected to suit structural loading.
 - 2. Fittings and Accessories: Products of the same manufacturer as channel supports.
- D. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
- E. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- F. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for nonarmored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.
- G. Expansion Anchors: Carbon-steel wedge or sleeve type.
- H. Toggle Bolts: All-steel springhead type.
- I. Powder-Driven Threaded Studs: Heat-treated steel.

2.2 EQUIPMENT FOR UTILITY COMPANY'S ELECTRICITY METERING

- A. Current-Transformer Cabinets: Comply with requirements of electrical power utility company.
- B. Meter Sockets: Comply with requirements of electrical power utility company.
 - 1. Housing: NEMA 250, Type 3R enclosure.

2.3 CONCRETE BASES

- A. Concrete: 3000-psi (20.7-MPa), 28-day compressive strength as specified in Division 3 Section "Cast-in-Place Concrete."

2.4 TOUCHUP PAINT

- A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.
- B. For Nonequipment Surfaces: Matching type and color of undamaged, existing adjacent finish.
- C. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

- A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.
- B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
- C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
- D. Right of Way: Give to raceways and piping systems installed at a required slope.
- E. Existing Utilities: Locate and identify existing underground utilities in excavation areas or in demolition areas. Maintain services to areas outside demolition limits or excavated areas. When services must be interrupted, install temporary services for affected areas.
- F. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements indicated in the Contract Documents.
- G. Record drawings and Shop Drawings: Mark up drawings daily during construction with changes or deletions in the scope of the project.

3.2 ELECTRICAL SUPPORTING DEVICE APPLICATION

- A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.
- B. Dry Locations: Steel materials.
- C. Support Clamps for PVC Raceways: Click-type clamp system.
- D. Selection of Supports: Comply with manufacturer's written instructions.
- E. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb (90-kg) design load.

3.3 SUPPORT INSTALLATION

- A. Install support devices to securely and permanently fasten and support electrical components.
 - 1. Comply with NFPA 70. In addition, install supports within 12" of couplings, fittings, and boxes, with a minimum of two supports per 10 foot length. Install supports at each change of direction.
 - 2. Support suspended conduit independently from all other electrical or mechanical systems by attaching directly from building structure, unless prior approval in writing has been obtained from the Architect after engineering calculations have been submitted.
 - 3. Coordinate installation of supports so as not to interfere with the removal of ceiling tiles, the service of mechanical equipment, etc.
 - 4. Install bracing parallel to trusses, beams, joists, bridging, etc.
- B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.
- C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
- D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.
- E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.
- F. Install ~~1/4-inch-~~ (6-mm-) diameter or larger threaded steel hanger rods, unless otherwise indicated.
- G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch (38-mm) and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.
- H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.
- I. Simultaneously install vertical conductor supports with conductors.
- J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If supported directly from the building structure, attach box to framing on opposite sides of the box. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than ~~24 inches~~ (610 mm) from the box.
- K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.
- L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

1. Install wrapped or coated RMC sleeves with 3 feet extending on each side through penetrations of foundations or concrete walls by RNC.
- M. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
 1. Wood: Fasten with wood screws or screw-type nails.
 2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
 3. New Concrete: Concrete inserts with machine screws and bolts.
 4. Existing Concrete: Expansion bolts. Drill holes in concrete so holes do not cut main reinforcing bars. Fill and seal holes drilled in concrete and not used.
 - a. Obtain prior approval from project structural engineer prior to drilling prestressed or post-tension concrete slabs and beams.
 5. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used in existing concrete.
 6. Steel: Welded threaded studs or spring-tension clamps on steel.
 - a. Field Welding: Comply with AWS D1.1.
 7. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
 8. Light Steel: Sheet-metal screws.
 9. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load. Do not support electrical equipment or conduits with toggle bolts, moly-bolts, or screws in sheetrock or plaster. Do not support electrical equipment or conduit from tie wires.
 10. Do not use wooden plugs in concrete or masonry units for fastening conduits, tubing, boxes, cabinets, etc.

3.4 UTILITY COMPANY ELECTRICITY-METERING EQUIPMENT

- A. Install equipment according to utility company's written requirements. Provide grounding and empty conduits as required by utility company.

3.5 ACCESS DOORS

- A. Install access panels where required by accessibility requirements of NEC for electrical installations such as junction boxes, ballasts, and other electrical equipment requiring access.

3.6 FIRESTOPPING

- A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Firestopping materials and installation requirements are specified in Division 7 Section "Firestopping."
- B. Gypsum Board Tenting: Apply to lighting fixture or electrical equipment penetrations of fire rated floor, ceiling and wall assemblies, unless product is UL listed with integral fire rating. Perform tenting as specified in appropriate Division 9 section to reestablish the original fire-resistance rating of the assembly at the penetration.

3.7 CONCRETE BASES

- A. Comply with Utility requirements for service entrance transformer.
- B. Construct concrete bases of dimensions indicated for all floor mounted electrical equipment, but not less than 4 inches (100 mm) larger, in both directions, than supported unit and 3" above floor, unless indicated otherwise. Follow supported equipment manufacturer's anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise indicated. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."
 - 1. For equipment containing hazardous liquids, such as generators, oil-filled transformers, and similar equipment, include containment curb sized for quantity of liquid.

3.8 EARTHWORK

- A. Excavating, filling, and grading: As specified in Division 2 Section "Earthwork."
- B. Fill: Backfill for underground raceways (not concrete encased) in roadways or parking lots with concrete encased slurry (1 bag mix). Backfill underground raceway (not concrete encased with sand 6" above and below in other than roadways or parking lots.
- C. Remove rubbish, waste, and excess soils.

3.9 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
 - 1. Core drilling: X-Ray post-tension slabs prior to core drilling to assure that post-tension cables are not damaged.
- B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

3.10 FIELD QUALITY CONTROL

- A. Inspect installed components for damage and faulty work, including the following:
 - 1. Supporting devices for electrical components.
 - 2. Electricity-metering components.
 - 3. Concrete bases.
 - 4. Cutting and patching for electrical construction.
 - 5. Touchup painting.
- B. Test all electrical work to ensure that they test free of mechanical and electrical defects.
 - 1. Comply with testing requirements of authorities having jurisdiction.
 - 2. Comply with Owner's standards for testing in documents listed in "Quality Assurance".

3.11 REFINISHING AND TOUCHUP PAINTING

- A. Refinish and touch up paint. Paint materials and application requirements are specified in Division 9 Section "Painting."
 - 1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.

2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.12 CLEANING AND PROTECTION

- A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
 1. Remove labels that are not permanent labels.
 2. Wipe surfaces of electrical equipment. Remove excess lubrication and other substances.
 3. Clean exposed exterior and interior hard-surface finishes to a dust-free condition, free of stains, films and similar foreign substances.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 260500

SECTION 260519 - CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Field Quality-Control Test Reports: From Contractor.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 CONDUCTORS AND CABLES

- A. Manufacturers:
 - 1. Copper Wire and Cables:
 - a. Alcan Aluminum Corporation; Alcan Cable Div.
 - b. American Insulated Wire Corp.; a Leviton Company.
 - c. General Cable Corporation.
 - d. Senator Wire & Cable Company.
 - e. Southwire Company.
- B. Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.

- C. Conductor Material: Copper, minimum size #12 for phase conductors and #14 for control conductors complying with NEMA WC 7; stranded conductor.
- D. Conductor Insulation Types: Type THWN-2 and SO complying with NEMA WC 7.
- E. Multiconductor Cable: Metal-clad cable, Type SO, with ground wire.

2.3 CONNECTORS AND SPLICES

- A. Manufacturers:
 - 1. AFC Cable Systems, Inc.
 - 2. AMP Incorporated/Tyco International.
 - 3. Burndy.
 - 4. Hubbell/Anderson.
 - 5. IlSCO.
 - 6. O-Z/Gedney; EGS Electrical Group LLC.
 - 7. 3M Company; Electrical Products Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR AND INSULATION APPLICATIONS

- A. Service Entrance: Type THWN-2, single conductors in raceway.
- B. Exposed Feeders: Type THWN-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, and Partitions: Type THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and in Crawlspace: Type THWN-2, single conductors in raceway.
- E. Exposed Branch Circuits, including in Crawlspace: Type THWN-2, single conductors in raceway.
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THWN-2, single conductors in raceway.
- G. Branch Circuits Concealed in Concrete and below Slabs-on-Grade: Type THWN-2, single conductors in raceway.
- H. Underground Feeders and Branch Circuits: Type THWN-2, single conductors in raceway.
- I. Cord Drops and Portable Appliance Connections: Type SO, hard service cord.
- J. Emergency circuits: Install in separate raceways from all other wiring, except where they connect to the same equipment for two-source operation.

- K. Class 1 Control Circuits: Type THWN-2, in raceway.
- L. Class 2 Control Circuits: Type THWN-2, in raceway.
- M. Fixture Conductors: Install conductors in lighting fixtures with insulation ratings as recommended by the manufacturer's written instructions or a minimum 90 degrees C., whichever is higher.
- N. Communication Conductors: Install communication conductors in raceway.

3.2 INSTALLATION

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Multi-wire branch circuits: install no more than three circuits in a raceway, unless specifically shown otherwise. Install #10 conductors for branch circuits for which the distance from panelboard to furthest outlet is more than 100' for 120 volt or more than 140' for 277 volt circuits.
- C. GFI circuit breakers or feed-thru outlets to outlets served: provide separate neutrals.
- D. Panelboards, switchboards, MCCs, switchgear: Do not route conductors through a section which terminate in another section, except for interconnecting control conductors.
- E. Remove existing conductors from raceway before pulling in new wires and cables.
- F. Parallel conductors: Where parallel conductors are installed in parallel raceways, install in each raceway conductors of phase, neutral and/or ground as specified. Carefully cut parallel conductors to identical length for each phase leg. Do not parallel conductors less than #1/0.
- G. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- H. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- I. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- J. Do not install wiring through any part of a transformer vault or elevator equipment room and shaft that is does not serve equipment in the respective room. Also, coordinate that piping or other items foreign to the transformer vault, elevator equipment room or shaft is not installed in these spaces.
- K. Support cables according to Division 26 Section "Basic Electrical Materials and Methods."
- L. Seal around cables penetrating fire-rated elements according to Division 7 Section "Through-Penetration Firestop Systems."

- M. Identify and color-code conductors and cables according to Division 26 Section " Electrical Identification."

3.3 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Conductor splices: Minimize conductor splices. Do not install in conduit bodies.
- C. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors. Install compression type connectors for aluminum conductors or copper pigtail adapters for installation in mechanical lugs.
- D. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.
- E. Furniture connections: connect systems furniture to power supply circuits per manufacturer's written instructions.
- F. Panelboard connections: do not splice conductors in panelboards.
- G. Utility Service Connections: Provide lugs, cable, and all other materials necessary to complete connections to the transformer or service lateral for the building.
 - 1. Measure voltage at main disconnect and adjust taps if necessary to obtain the proper value.

3.4 FIELD QUALITY CONTROL

- A. Testing: Perform the following field quality-control testing:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
 - 2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.
- B. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

1.3 SUBMITTALS

- A. Field Test Reports: Submit written test reports to include the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 1. Comply with UL 467.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Grounding Conductors, Cables, Connectors, and Rods:
 - a. Apache Grounding/Erico Inc.
 - b. Boggs, Inc.
 - c. Chance/Hubbell.
 - d. Copperweld Corp.
 - e. Dossert Corp.
 - f. Erico Inc.; Electrical Products Group.
 - g. Framatome Connectors/Burndy Electrical.
 - h. Galvan Industries, Inc.
 - i. Harger Lightning Protection, Inc.
 - j. Hastings Fiber Glass Products, Inc.
 - k. Heary Brothers Lightning Protection Co.
 - l. Ideal Industries, Inc.
 - m. ILSCO.

- n. Kearney/Cooper Power Systems.
- o. Korns: C. C. Korns Co.; Division of Robroy Industries.
- p. Lightning Master Corp.
- q. Lyncole XIT Grounding.
- r. O-Z/Gedney Co.; a business of the EGS Electrical Group.
- s. Raco, Inc.; Division of Hubbell.
- t. Robbins Lightning, Inc.
- u. Salisbury: W. H. Salisbury & Co.
- v. Superior Grounding Systems, Inc.
- w. Thomas & Betts, Electrical.
- x. VFC, Inc.

2.2 GROUNDING CONDUCTORS

- A. For insulated conductors, comply with Division 26 Section "Conductors and Cables."
- B. Material: copper.
- C. Equipment Grounding Conductors: Insulated with green-colored insulation.
- D. Isolated Ground Conductors: Insulated with green-colored insulation with yellow stripe. On feeders with isolated ground, use colored tape, alternating bands of green and yellow tape to provide a minimum of three bands of green and two bands of yellow.
- E. Grounding Electrode Conductors: Stranded cable.
- F. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.
- G. Bare Copper Conductors: Comply with the following:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Assembly of Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
- H. Copper Bonding Conductors: As follows:
 - 1. Bonding Conductor: as noted on the drawings, stranded copper conductor. Comply with NEC minimum requirements.
 - 2. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; 1-5/8 inches (42 mm) wide and 1/16 inch (1.5 mm) thick.

2.3 CONNECTOR PRODUCTS

- A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.
- B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.
- C. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.

2.4 GROUNDING ELECTRODES

- A. Ground Rods: Sectional type; copper-clad steel.
 - 1. Size: 3/4 by 120 inches (19 by 3000 mm) in diameter.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
- B. In raceways, use insulated equipment grounding conductors.
- C. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, except those at test wells.
- D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.
- E. Underground Grounding Conductors: Use tinned- copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches (600 mm) below grade or bury 12 inches (300 mm) above duct bank when installed as part of the duct bank.

3.2 EQUIPMENT GROUNDING CONDUCTORS

- A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.
- B. Install equipment grounding conductors in all feeders and branch wiring.
- C. Computer Outlet Circuits: Install insulated equipment-grounding conductor in branch-circuit runs from computer-area power panels or power-distribution units.
- D. Isolated Grounding Receptacle Circuits: Install an insulated equipment-grounding conductor connected to the receptacle-grounding terminal. Isolate grounding conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.
- E. Nonmetallic Raceways: Install an equipment-grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.
- F. Air-Duct Equipment Circuits: Install an equipment-grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners and heaters. Bond conductor to each unit and to air duct.
- G. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate equipment-grounding conductor to each electric water heater, heat-tracing, and antifrost heating cable. Bond conductor to heater units, piping, connected equipment, and components.
- H. Signal and Communication Systems: For telephone, alarm, voice and data, and other communication systems, provide as noted on the drawings insulated grounding conductor in

raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.

1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-2-by-12-inch (6.4-by-50-by-300-mm) grounding bus.

- I. Metal Poles Supporting Outdoor Lighting Fixtures: Provide a grounding electrode in addition to installing a separate equipment grounding conductor with supply branch-circuit conductors.

3.3 INSTALLATION

- A. Ground Rods: Install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes.
 1. Install ground rods in a flush mounted junction box (weatherproof for exterior installations) with a lift-off lid to provide access to ground rods.
 2. Drive ground rods until tops are 2 inches (50 mm) below finished floor or final grade, unless otherwise indicated.
 3. Interconnect ground rods with grounding electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make connections without exposing steel or damaging copper coating.
 4. Install minimum 2 ground rods in main switchboard rooms along with a visible connection to the ground rods.
- B. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- C. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.
- D. Metal Water Service Pipe: Provide insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes by grounding clamp connectors. Where a dielectric main water fitting is installed, connect grounding conductor to street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
- E. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters, valves, or service unions. Connect to pipe with grounding clamp connectors.
- F. Bond each aboveground portion of gas piping system upstream from equipment shutoff valve.
- G. Metal Frame of the building where effectively grounded: Provide insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to metal frame of building. Exothermically weld grounding conductors to metal frame. Bond metal grounding conductor conduit or sleeve to conductor at each end.

- H. Concrete encased steel reinforcing bar or rod in underground footings or foundations: Provide insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to reinforcing bar or rod. Exothermically weld grounding conductors to reinforcing bar or rod. Bond metal grounding conductor conduit or sleeve to conductor at each end.
- I. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70, Paragraph 250-81(c), using a minimum of 20 feet (6 m) of bare copper conductor not smaller than No. 4 AWG. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within the base of the foundation. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building grounding grid or to a grounding electrode external to concrete.

3.4 CONNECTIONS

- A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 - 4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
 - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
- C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
- D. Non-contact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.
- E. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.
- F. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

- G. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.5 SEPARATELY DERIVED SYSTEMS

- A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of grounding electrode conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.
- B. Do not ground system neutral conductor under any circumstances after it has been grounded at the service entrance disconnect except for separately derived systems. Interconnect or bond all grounding systems to the main system ground. Do not use neutral conductors for grounding equipment. Do not bond the neutral bus to distribution cabinets, except for separately derived systems.

3.6 FIELD QUALITY CONTROL

- A. Testing: Perform the following field quality-control testing:
 - 1. After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with requirements.
 - 2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than two full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests, by the fall-of-potential method according to IEEE 81.
 - 3. Provide drawings locating each ground rod and ground rod assembly and other grounding electrodes, identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
 - a. Equipment Rated 500 kVA and Less: 10 ohms.
 - b. Equipment Rated 500 to 1000 kVA: 5 ohms.
 - c. Equipment Rated More Than 1000 kVA: 3 ohms.
 - 4. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

3.7 GRADING AND PLANTING

- A. Restore surface features, including vegetation, at areas disturbed by Work of this Section. Reestablish original grades, unless otherwise indicated. If sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2 Section "Landscaping." Maintain restored surfaces. Restore disturbed paving as indicated.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.
- B. Related Sections include the following:
 - 1. Division 26 Section "Vibration And Seismic Controls For Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.
- C. Welding certificates.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.

- d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - 3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 6. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with ~~9/16-inch-~~ (14-mm-) diameter holes at a maximum of ~~8 inches~~ (200 mm) o.c., in at least 1 surface.
- 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 - 3. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 - 4. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 - 5. Rated Strength: Selected to suit applicable load criteria.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated or stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be **1/4 inch (6 mm)** in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for **1-1/2-inch (38-mm)** and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus **200 lb (90 kg)**.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete **4 inches (100 mm)** thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than **4 inches (100 mm)** thick.
 - 6. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
 - 7. To Light Steel: Sheet metal screws.

8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than **4 inches (100 mm)** larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use **3000-psi (20.7-MPa)**, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- C. Anchor equipment to concrete base.
 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 1. Apply paint by brush or spray to provide minimum dry film thickness of **2.0 mils (0.05 mm)**.
- B. Touchup: Comply with requirements in Division 09 painting Sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
- B. Related Sections include the following:
 - 1. Division 7 Section "Through-Penetration Firestop Systems" for firestopping materials and installation at penetrations through walls, ceilings, and other fire-rated elements.
 - 2. Division 26 Section "Basic Electrical Materials and Methods" for supports, anchors, and identification products.
 - 3. Division 26 Section "Wiring Devices" for devices installed in boxes and for floor-box service fittings.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. IMC: Intermediate metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.
- E. LFNC: Liquidtight flexible nonmetallic conduit.
- F. RNC: Rigid nonmetallic conduit.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

1.5 COORDINATION

- A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 METAL CONDUIT AND TUBING

- A. Manufacturer:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflec Inc.
 - 3. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 4. Electri-Flex Co.
 - 5. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
 - 6. LTV Steel Tubular Products Company.
 - 7. Manhattan/CDT/Cole-Flex.
 - 8. O-Z Gedney; Unit of General Signal.
 - 9. Wheatland Tube Co.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. IMC: ANSI C80.6.
- D. Plastic-Coated Steel Conduit and Fittings: NEMA RN 1.
- E. Plastic-Coated IMC and Fittings: NEMA RN 1.
- F. EMT and Fittings: ANSI C80.3.
 - 1. Fittings: Steel Set-screw or compression type. Do not use die-cast fittings.
- G. FMC: Zinc-coated steel.
- H. LFMC: Flexible steel conduit with PVC jacket.
- I. Fittings: NEMA FB 1; compatible with conduit and tubing materials. Do not use die-cast fittings.

2.3 NONMETALLIC CONDUIT AND TUBING

- A. Manufacturer:
 - 1. American International.
 - 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 3. Arnco Corp.
 - 4. Cantex Inc.
 - 5. Certainteed Corp.; Pipe & Plastics Group.
 - 6. Condux International.
 - 7. ElecSYS, Inc.

8. Electri-Flex Co.
9. Lamson & Sessions; Carlon Electrical Products.
10. Manhattan/CDT/Cole-Flex.
11. RACO; Division of Hubbell, Inc.
12. Spiraldut, Inc./AFC Cable Systems, Inc.
13. Thomas & Betts Corporation.

- B. RNC: NEMA TC 2, Schedule 40 and Schedule 80 PVC.
- C. RNC Fittings: NEMA TC 3; match to conduit or tubing type and material.
- D. LFNC: UL 1660.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturer:
 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. Emerson/General Signal; Appleton Electric Company.
 3. Erickson Electrical Equipment Co.
 4. Hoffman.
 5. Hubbell, Inc.; Killark Electric Manufacturing Co.
 6. O-Z/Gedney; Unit of General Signal.
 7. RACO; Division of Hubbell, Inc.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Scott Fetzer Co.; Adalet-PLM Division.
 10. Spring City Electrical Manufacturing Co.
 11. Thomas & Betts Corporation.
 12. Walker Systems, Inc.; Wiremold Company (The).
 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage and include accessory feet where required for freestanding equipment.

2.5 EXPANSION FITTINGS:

- A. Manufacturer:
 1. O-Z Gedney; Unit of General Signal.
- B. Expansion Fittings: Malleable Iron, hot dipped galvanized, weatherproof suitable for raceway and applications
 1. Coordinate expansion requirements with Architect.

2.6 FACTORY FINISHES

- A. Finish: provide manufacturer's standard prime-coat finish ready for field painting for:
 - 1. Raceways

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors:
 - 1. Exposed: Rigid steel or IMC.
 - 2. Concealed: Rigid steel or IMC.
 - 3. Underground, Single Run: RNC (except coated or wrapped rigid steel for bends greater than 22 degrees), coated or wrapped rigid steel.
 - 4. Underground, Grouped: RNC (except coated or wrapped rigid steel for bends greater than 22 degrees), coated or wrapped rigid steel.
 - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 6. Boxes and Enclosures: NEMA 250, Type 3R.
- B. Indoors:
 - 1. Exposed:
 - a. Above 6' from finished floor: EMT, IMC, or Rigid Steel.
 - b. Below 6' from finished floor, or subject to mechanical damage: IMC, or Rigid Steel.
 - 2. Underground: refer to underground installation selections in outdoor paragraph above.
 - 3. Concealed: EMT, or Rigid Steel.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 5. Damp or Wet Locations: Rigid steel conduit.
 - 6. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
 - a. Damp or Wet Locations: NEMA 250, Type 4, stainless steel.
 - 7.
- C. Hazardous Locations:
 - a. Comply with applicable National Electrical Code Article.
- D. Minimum Raceway Size:
 - 1. Metallic Conduits: 3/4-inch trade size (DN 21) except 1/2" C trade size (DN 16) for low voltage automatic temperature control or motor control wiring.
 - 2. Nonmetallic Conduits: 3/4-inch trade size (DN 21).
- E. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid Metal Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated. Engage a minimum of five full threads.
 - 2. Intermediate Metal Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated. Engage a minimum of five full threads.
 - 3. PVC Externally Coated or wrapped Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.

4. EMT: set screw or compression for dry interior locations; compression for damp or wet locations; compression with tape for installations in concrete slabs above grade.
 5. Building Expansion joints: use expansion fittings with 36" of wrapped metal raceways on either side of joint.
- F. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- G. Do not install aluminum conduits embedded in or in contact with concrete.
- ### 3.2 INSTALLATION
- A. Layout of electrical boxes: Do not scale electrical drawings. Refer to mounting height detail sheet.
- B. Outlet Boxes:
1. Frame construction: 4"X4"X1-1/2" with suitable plaster-ring, except:
 - a. 2-1/8" deep for boxes with 3 conduit entrances or for communication outlets
 - b. 4-11/16" boxes for boxes with 4 or more conduits.
 2. Masonary or concrete construction: 1g or multiple gang by 3-1/2" deep.
 3. Fixture Outlets: minimum 4" outlet box with 3/8" fixture stud supported adequately for minimum of 200 lbs.
 4. Do not use gangable boxes.
- C. Keep raceways at least 12 inches (300 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- D. Complete raceway installation before starting conductor installation.
- E. Support raceways as specified in Division 26 Section "Basic Electrical Materials and Methods."
- F. Install temporary closures to prevent foreign matter from entering raceways.
- G. Stub-ups: Embed coupling flush with finished floor. If to remain a spare, the flush plug is to remain in the coupling.
- H. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated. Make bends in parallel or banked runs from same centerline to make bends parallel.
1. Nonmetallic Conduits: Use rigid elbows for all bends 22 degrees or greater.
 2. Communication Systems Raceways: comply with long sweep radius elbows minimum dimensions in Table 5.2-1 of ANSI/TIA/EIA-569A for all bends or offsets for backbone cables.
- I. Raceways below grade: Install RNC or wrapped/coated Rigid Steel minimum 24" below grade, unless specifically noted otherwise. Where noted encase in concrete.
- J. Conceal conduit and EMT within finished walls, ceilings, and floors, except at surface mounted panels and apparatus or unless otherwise indicated. Install surface raceways only where indicated or where directed by Architect.

1. Install concealed raceways with a minimum of bends in the shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.
 2. Install surface raceways in rooms where surface mounted panels are indicated or for exposed equipment in mechanical, electrical, or communication rooms.
- K. Raceways Embedded in Slabs: Install in middle 1/3 of slab thickness where practical and leave at least **2 inches (50 mm)** of concrete cover.
1. Maximum conduit size: Lesser of **1-inch trade size (DN 27)** or 1/3 the concrete cover.
 - a. For conduits larger than **1-inch trade size (DN 27)**, consult structural engineer for additional structural supports or other options.
 2. Layout: Route conduits without crossovers. Space conduit at least 18" apart. Space raceways laterally to prevent voids in concrete.
 - a. Where concentrations of conduit occur, support slab independent of steel deck. Coordinate with structural engineer.
 3. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
 4. Install taped compression type fittings or fittings approved for such use.
 5. Change from nonmetallic tubing to IMC, or rigid steel conduit before rising above the floor.
- L. Raceways Penetrating foundation walls: Install rigid conduit through the foundation wall or 3' each side.
- M. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
1. Run parallel or banked raceways together on common supports.
 2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- N. Join raceways with fittings designed and approved for that purpose and make joints tight.
1. Use insulating bushings to protect conductors.
- O. Tighten set screws of threadless fittings with suitable tools.
- P. Cap open ends of empty conduit to keep out debris until the project is completed.
- Q. Terminations:
1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. For RMC and IMC, use two locknuts, one inside and one outside box and a bushing. For EMT, use insulated throats or plastic bushings (except for grounding bushings where required).
 2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.
 3. Service Conduits or conduits installed in concentric/eccentric knock-outs or reducing washers: terminate raceway with grounding bushings.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than **200-lb (90-kg)** tensile strength. Leave at least **12 inches (300 mm)** of slack at each end of pull wire. Plug empty raceways at both ends.

- S. Low Voltage, Telephone, and Signal System Raceways, **2-Inch Trade Size (DN 53)** and Smaller: In addition to above requirements, install raceways in maximum lengths of **150 feet (45 m)** and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements.
- T. Install seals for conduit penetrations of slabs on grade and exterior walls below grade. Tighten sleeve seal screws until sealing grommets have expanded to form watertight seal.
- U. Roof Penetrations: Install flashings for conduit penetrations of roofs under the direct supervision of the roofing installer.
- V. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where conduits pass through airtight spaces or plenums to prevent air leakage.
 - 3. Where conduits pass from hazardous areas to nonhazardous.
 - 4. Where otherwise required by NFPA 70.
- W. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used **6 inches (150 mm)** above the floor. Install screwdriver-operated, threaded plugs flush with floor for future equipment connections.
- X. Raceway Cleaning: Prevent accumulation of water, dirt or concrete in raceways. Where water or foreign matter have entered raceways, thoroughly clean or replace conduits where such accumulation cannot be removed by methods approved by this Engineer.
- Y. Flexible Connections: Use maximum of **72 inches (1830 mm)** of flexible conduit for recessed and semi-recessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use LFMC in damp or wet locations. Install separate ground conductor across flexible connections.
- Z. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying raceways to receptacle or fixture ground terminals.
- AA. Install hinged-cover enclosures and cabinets plumb. Support at each corner.
- BB. Spare conduits:
 - 1. Provide 300' of $\frac{3}{4}$ " C as directed by Architect/Engineer, where not required, credit unused portion.

3.3 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.4 CLEANING

- A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.

END OF SECTION 260533

SECTION 260548 - VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Isolation pads.
 - 2. Spring isolators.
 - 3. Restrained spring isolators.
 - 4. Channel support systems.
 - 5. Restraint cables.
 - 6. Hanger rod stiffeners.
 - 7. Anchorage bushings and washers.
- B. Related Sections include the following:
 - 1. Division 26 Section "Hangers And Supports For Electrical Systems" for commonly used electrical supports and installation requirements.

1.3 DEFINITIONS

- A. The IBC: International Building Code.
- B. ICC-ES: ICC-Evaluation Service.
- C. OSHPD: Office of Statewide Health Planning and Development for the State of California.

1.4 PERFORMANCE REQUIREMENTS

- A. Seismic-Restraint Loading:
 - 1. Site Class as Defined in the IBC.
 - 2. Assigned Seismic Use Group or Building Category as Defined in the IBC.

1.5 SUBMITTALS

- A. Product Data: For the following:

1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
 2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
 - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an agency acceptable to authorities having jurisdiction.
 - b. Annotate to indicate application of each product submitted and compliance with requirements.
 3. Restrained-Isolation Devices: Include ratings for horizontal, vertical, and combined loads.
- B. Delegated-Design Submittal: For vibration isolation and seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators and seismic restraints.
 - a. Coordinate design calculations with wind-load calculations required for equipment mounted outdoors. Comply with requirements in other Division 26 Sections for equipment mounted outdoors.
 2. Indicate materials and dimensions and identify hardware, including attachment and anchorage devices.
 3. Field-fabricated supports.
 4. Seismic-Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
 - c. Preapproval and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).
- C. Coordination Drawings: Show coordination of seismic bracing for electrical components with other systems and equipment in the vicinity, including other supports and seismic restraints.
- D. Welding certificates.
- E. Qualification Data: For professional engineer and testing agency.
- F. Field quality-control test reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
- B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- E. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 VIBRATION ISOLATORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Ace Mountings Co., Inc.
 - 2. Amber/Booth Company, Inc.
 - 3. California Dynamics Corporation.
 - 4. Isolation Technology, Inc.
 - 5. Kinetics Noise Control.
 - 6. Mason Industries.
 - 7. Vibration Eliminator Co., Inc.
 - 8. Vibration Isolation.
 - 9. Vibration Mountings & Controls, Inc.
- D. Pads: Arrange in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.

- E. Spring Isolators: Freestanding, laterally stable, open-spring isolators.
1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 5. Baseplates: Factory drilled for bolting to structure and bonded to ~~1/4-inch-~~ (6-mm-) thick, rubber isolator pad attached to baseplate underside. Baseplates shall limit floor load to 500 psig (3447 kPa).
 6. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.
- F. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic or limit-stop restraint.
1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to weight being removed; factory-drilled baseplate bonded to ~~1/4-inch-~~ (6-mm-) thick, neoprene or rubber isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
 2. Restraint: Seismic or limit-stop as required for equipment and authorities having jurisdiction.
 3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.2 SEISMIC-RESTRAINT DEVICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
1. Amber/Booth Company, Inc.
 2. California Dynamics Corporation.
 3. Cooper B-Line, Inc.; a division of Cooper Industries.
 4. Hilti Inc.
 5. Loos & Co.; Seismic Earthquake Division.
 6. Mason Industries.
 7. TOLCO Incorporated; a brand of NIBCO INC.
 8. Unistrut; Tyco International, Ltd.

- D. General Requirements for Restraint Components: Rated strengths, features, and application requirements shall be as defined in reports by an agency acceptable to authorities having jurisdiction.
 - 1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- E. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.
- F. Restraint Cables: ASTM A 603 galvanized or ASTM A 492 stainless-steel cables with end connections made of steel assemblies with thimbles, brackets, swivels, and bolts designed for restraining cable service; and with a minimum of two clamping bolts for cable engagement.
- G. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections or Reinforcing steel angle clamped to hanger rod. Do not weld stiffeners to rods.
- H. Bushings for Floor-Mounted Equipment Anchor: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchors and studs.
- I. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices.
- J. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- K. Mechanical Anchor: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchors with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
- L. Adhesive Anchor: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.3 FACTORY FINISHES

- A. Finish: Manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.
 - 1. Powder coating on springs and housings.
 - 2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.

3. Baked enamel or powder coat for metal components on isolators for interior use.
4. Color-code or otherwise mark vibration isolation and seismic-control devices to indicate capacity range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.3 SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Equipment and Hanger Restraints:
 1. Install restrained isolators on electrical equipment.
 2. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
 3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- B. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- C. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- D. Drilled-in Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where they terminate with connection to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
 2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
 3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
 4. Test at least four of each type and size of installed anchors and fasteners selected by Architect.
 5. Test to 90 percent of rated proof load of device.
 6. Measure isolator restraint clearance.
 7. Measure isolator deflection.
 8. Verify snubber minimum clearances.
 9. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.
- C. Remove and replace malfunctioning units and retest as specified above.

- D. Prepare test and inspection reports.

3.6 ADJUSTING

- A. Adjust isolators after isolated equipment is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION 260548

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes electrical identification materials and devices required to comply with ANSI C2, NFPA 70, OSHA standards, and authorities having jurisdiction.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with ANSI A13.1 and NFPA 70 for color-coding.

PART 2 - PRODUCTS

2.1 RACEWAY AND CABLE LABELS

- A. Adhesive Labels: Preprinted, flexible, self-adhesive vinyl with legend overlaminated with a clear, weather- and chemical-resistant coating.
- B. Colored Adhesive Tape: Self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide (0.08 mm thick by 25 to 51 mm wide).
- C. Underground-Line Warning Tape: Permanent, bright-colored, continuous-printed, vinyl tape.
 - 1. Not less than 6 inches wide by 4 mils thick (152 mm wide by 0.102 mm thick).
 - 2. Compounded for permanent direct-burial service.
 - 3. Embedded continuous metallic strip or core.
 - 4. Printed legend indicating type of underground line.
- D. Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.
- E. Plasticized Card-Stock Tags: Vinyl cloth with preprinted and field-printed legends. Orange background, unless otherwise indicated, with eyelet for fastener.
- F. Brass or Aluminum Tags: 2 by 2 by 0.05-inch (51 by 51 by 1.3-mm) metal tags with stamped legend, punched for fastener.

2.2 NAMEPLATES AND SIGNS

ELECTRICAL IDENTIFICATION

- A. Safety Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145.
- B. Engraved Plastic Nameplates and Signs: Engraving stock, melamine plastic laminate, minimum **1/16 inch (1.6 mm)** thick for signs up to **20 sq. in. (129 sq. cm)** and **1/8 inch (3.2 mm)** thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
- C. Fasteners for Nameplates and Signs: Self-tapping, stainless-steel screws or No. 10/32, stainless-steel machine screws with nuts and flat and lock washers.

2.3 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking, Type 6/6 nylon cable ties.
 - 1. Minimum Width: **3/16 inch (5 mm)**.
 - 2. Tensile Strength: **50 lb (22.3 kg)** minimum.
 - 3. Temperature Range: **Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C)**.
 - 4. Color: According to color-coding.
- B. Paint: Formulated for the type of surface and intended use.
 - 1. Primer for Galvanized Metal: Single-component acrylic vehicle formulated for galvanized surfaces.
 - 2. Primer for Concrete Masonry Units: Heavy-duty-resin block filler.
 - 3. Primer for Concrete: Clear, alkali-resistant, binder-type sealer.
 - 4. Enamel: Silicone-alkyd or alkyd urethane as recommended by primer manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Identification Materials and Devices: Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations with corresponding designations in the Contract Documents or with those required by codes and standards. Use consistent designations throughout Project.
- C. Sequence of Work: If identification is applied to surfaces that require finish, install identification after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before applying.
- E. Install painted identification according to manufacturer's written instructions and as follows:
 - 1. Clean surfaces of dust, loose material, and oily films before painting.
 - 2. Prime surfaces using type of primer specified for surface.
 - 3. Apply one intermediate and one finish coat of enamel.
- F. Paint fire alarm junction boxes red.
- G. Circuit Identification Labels on Boxes Exteriors: Install labels externally for all installed boxes prior to installation of conductors.
 - 1. Exposed Boxes: Pressure-sensitive, self-adhesive plastic label on cover.

2. Concealed Boxes: Plasticized card-stock tags.
 3. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.
- H. Circuit Identification paint on Box Covers
1. Apply the following colors to the systems listed below:
 - a. Fire Alarm System: Red.
 - b. Security System: Blue and yellow.
 - c. Telecommunication System: Green and yellow.
- I. Circuit Identification Labels on Plates: Install labels externally for all installed wiring device plates indicating panel and circuit number.
1. Clear preprinted adhesive labels.
- J. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.
- K. Paths of Underground Electrical Lines: During trench backfilling, for exterior underground power, control, signal, and communication lines, install continuous underground plastic line marker located directly above line at **6 to 8 inches (150 to 200 mm)** below finished grade. Where width of multiple lines installed in a common trench or concrete envelope does not exceed **16 inches (400 mm)** overall, use a single line marker. Install line marker for underground wiring, both direct buried cables and cables in raceway.
- L. Color-Coding of Secondary Phase Conductors: Color code switch legs, travelers and other wiring for branch circuits other than those listed below. Use the following colors for service, feeder and branch-circuit phase conductors:
1. 208/120-V Conductors:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - d. Neutral: White.
 - e. Ground: Green.
 2. 480/277-V Conductors:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - d. Neutral: Gray.
 - e. Ground: Green.
 3. Factory apply color the entire length of conductors, except the following field-applied, color-coding methods may be used instead of factory-coded wire for sizes larger than No. 6 AWG:
 - a. Colored, pressure-sensitive plastic tape in half-lapped turns for a distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Use 1-inch- (25-mm-) wide tape in colors specified. Adjust tape bands to avoid obscuring cable identification markings.
- M. Power-Circuit Identification: Metal tags or aluminum, wraparound marker bands for cables, feeders, and power circuits in vaults, pull and junction boxes, manholes, and switchboard rooms.

1. Legend: 1/4-inch- (6.4-mm-) steel letter and number stamping or embossing with legend corresponding to indicated circuit designations.
 2. Tag Fasteners: Nylon cable ties.
 3. Band Fasteners: Integral ears.
- N. Apply identification to conductors as follows:
1. Conductors to Be Extended in the Future: Indicate source and circuit numbers.
 2. Multiple Power or Lighting Circuits in the Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color-coding to identify circuits' voltage and phase.
 3. Multiple Control and Communication Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color-coding, or cable marking tape.
- O. Apply warning, caution, and instruction signs as follows:
1. Warnings, Cautions, and Instructions: Install to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
- P. Equipment Identification Labels: Engraved plastic laminate. Install on each unit of equipment, including central or master unit of each system. This includes power, lighting, communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high lettering on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high. Use white lettering on black field. Apply labels for each unit of the following categories of equipment using mechanical fasteners:
1. Interior and exterior of panelboards, electrical cabinets, and enclosures.
 - a. Distribution Panelboards: Identify Distribution Panelboard; label main and distribution overcurrent protection showing load served and location (identify room numbers).
 - b. Branch Panelboards: Identify distribution panel and circuit serving panelboard.
 - c. Main Overcurrent Protection: Identify main device and service disconnects.
 2. Access doors and panels for concealed electrical items.
 3. Disconnect switches.
 - a. Identify equipment designation, fla.
 4. Enclosed circuit breakers.
 5. Motor starters.
 - a. Identify equipment designation, horsepower of fan, fla, and heater size.
 6. Contactors.
 7. Control devices.
 8. Security-monitoring master station or control panel.
- Q. For panelboards, provide framed, typed circuit schedules with explicit description and identification of items controlled by each individual breaker.

END OF SECTION 260553

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes load centers and panelboards, overcurrent protective devices, and associated auxiliary equipment rated 600 V and less for the following types:
 - 1. Lighting and appliance branch-circuit panelboards.
 - 2. Distribution panelboards.
 - 3. Transient voltage surge suppressor panelboards.
- B. Related Sections include the following:
 - 1. Division 26 Section "Transient Voltage Surge Suppression."

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. RFI: Radio-frequency interference.
- D. RMS: Root mean square.
- E. SPDT: Single pole, double throw.
- F. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

- A. Product Data: For each type of panelboard, overcurrent protective device, TVSS device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:
 - a. Enclosure types and details for types other than NEMA 250, Type 1.
 - b. Bus configuration, current, and voltage ratings.
 - c. Short-circuit current rating of panelboards and overcurrent protective devices.
 - d. Layout of overcurrent devices in panelboard.
 - e. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

2. Wiring Diagrams: Diagram power, signal, and control wiring and differentiate between manufacturer-installed and field-installed wiring.
- C. Field Test Reports: Submit written test reports and include the following:
 1. Test procedures used.
 2. Test results that comply with requirements.
 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- D. Maintenance Data: For panelboards and components to include in maintenance manuals specified in Division 1. In addition to requirements specified in Division 1 Section "Contract Closeout," include the following:
 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 2. Time-current curves, including selectable ranges for each type of overcurrent protective device.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 1. Maintain, within Utah County, a service center capable of providing training, parts, and emergency maintenance and repairs.
 2. Maintain within Utah County a wholesale outlet of equipment.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NEMA PB 1.
- D. Comply with NFPA 70.

1.6 COORDINATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, and encumbrances to workspace clearance requirements.

1.7 EXTRA MATERIALS

- A. Keys: Six spares of each type of panelboard cabinet lock.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Panelboards, Overcurrent Protective Devices, Controllers, Contactors, and Accessories:
 - a. Square D Co.

- b. Eaton Cutler Hammer
- c. G.E.
- d. Siemens

2.2 FABRICATION AND FEATURES

- A. Enclosures: Flush- and surface-mounted cabinets as indicated on the drawings. NEMA PB 1, Type 1, to meet environmental conditions at installed location.
- B. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
- C. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.
- D. Directory Card: With transparent protective cover, mounted inside metal frame, inside panelboard door.
- E. Bus: Tin-plated aluminum or hard-drawn copper, 98 percent conductivity.
- F. Main and Neutral Lugs: Mechanical type suitable for use with conductor material.
- G. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors; bonded to box.
- H. Insulated Equipment Ground Bus: Adequate for feeder and branch-circuit equipment insulated ground conductors; insulate from box.
- I. Service Equipment Label: UL labeled for use as service equipment for panelboards with main service disconnect switches.
- J. Future Devices: Mounting brackets, bus connections, and necessary appurtenances required for future installation of devices.
- K. Isolated Equipment Ground Bus: Adequate for branch-circuit equipment ground conductors; insulated from box.
- L. Feed-through Lugs: Mechanical type suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

2.3 PANELBOARD SHORT-CIRCUIT RATING

- A. UL label indicating series-connected rating with integral or remote upstream devices. Include size and type of upstream device allowable, branch devices allowable, and UL series-connected short-circuit rating.

2.4 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

- B. Doors: Front mounted with concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.5 DISTRIBUTION PANELBOARDS

- A. Doors: Front mounted, except omit in fused-switch panelboards; secured with vault-type latch with tumbler lock; keyed alike.
- B. Main Overcurrent Protective Devices: as indicated on drawings.
- C. Branch overcurrent protective devices shall be one of the following:
 - 1. For Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
 - 2. For Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

2.6 TVSS PANELBOARDS

- A. Refer to Division 26 "Transient Voltage Surge Suppression."

2.7 OVERCURRENT PROTECTIVE DEVICES

- A. Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to meet available fault currents.
 - 1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 - 2. GFCI Circuit Breakers: Single- and two-pole configurations with 5 -mA trip sensitivity.
- B. Molded-Case Circuit-Breaker Features and Accessories. Standard frame sizes, trip ratings, and number of poles.
 - 1. Lugs: Mechanical style, suitable for number, size, trip ratings, and material of conductors.
 - 2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
 - 3. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Examine areas where panelboards are planned to be installed. Coordinate with other installers so that installation complies with NEC 110-26.
 - 1. Do not locate panelboards so that the door swing swings through the clear area.

3.2 INSTALLATION

- A. Install panelboards and accessories according to NEMA PB 1.1.

- B. Comply with mounting and anchoring requirements specified in Division 26 Section "Seismic Controls for Electrical Work."
- C. Mounting Heights: Top of trim **74 inches (1880 mm)** above finished floor, unless otherwise indicated.
- D. Mounting: Plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.
- E. Circuit Directory: Create a directory to indicate installed circuit loads showing locations (final room numbers as determined by user) and use. Obtain approval for room numbers to be used before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- F. Install filler plates in unused spaces.
- G. Provision for Future Circuits at Flush Panelboards: Stub six **1-inch (27-GRC)** empty conduits from panelboard section into accessible ceiling space or space designated to be ceiling space in the future. Stub five **1-inch (27-GRC)** empty conduits into raised floor space or below slab not on grade.
- H. Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties after completing load balancing.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Electrical Identification."
- B. Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

3.4 CONNECTIONS

- A. Install equipment grounding connections for panelboards with ground continuity to main electrical ground bus.
- B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.5 FIELD QUALITY CONTROL

- A. Prepare for acceptance tests as follows:
 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 2. Test continuity of each circuit.
- B. Testing: After installing panelboards and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.

1. Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3.6 ADJUSTING

- A. Set field-adjustable switches and circuit-breaker trip ranges.

3.7 CLEANING

- A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION 262416

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Single and duplex receptacles, ground-fault circuit interrupters, and isolated-ground receptacles.
 - 2. Single- and double-pole snap switches.
 - 3. Device wall plates.
 - 4. Special purpose receptacles.
 - 5. Multioutlet assemblies.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. PVC: Polyvinyl chloride.
- D. RFI: Radio-frequency interference.
- E. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device through one source from a single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. Receptacles for Owner-Furnished Equipment: Match plug configurations.
 - 1. Cord and Plug Sets: Match equipment requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Wiring Devices:
 - a. Bryant Electric, Inc./Hubbell Subsidiary.
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Mfg. Company Inc.
 - d. Pass & Seymour/Legrand; Wiring Devices Div.
 - 2. Multioutlet Assemblies:
 - a. Hubbell Incorporated; Wiring Device-Kellems.
 - b. Wiremold Company (The).
 - 3. Dimming Switches:
 - a. Hubbell Incorporated; Wiring Device-Kellems.
 - b. Leviton Lighting Controls
 - c. Lightolier Controls
 - d. Lutron Electronics, Inc.

2.2 RECEPTACLES

- A. Straight-Blade-Type Receptacles: Comply with NEMA WD 1, NEMA WD 6, DSCC W-C-596G, and UL 498.
 - 1. Thermoplastic face.
 - 2. Thermoset base.
 - 3. Back and side wired.
 - 4. Rating: 20 A minimum
- B. Straight-Blade (30 A thru 50A) and Locking Receptacles: Heavy -Duty grade.
- C. GFCI Receptacles: Straight blade, feed-through type, Heavy-Duty grade, with integral NEMA WD 6, Configuration 5-20R duplex receptacle; complying with UL 498 and UL 943. Design units for installation in a **2-3/4-inch- (70-mm-)** deep outlet box without an adapter.

2.3 CORD AND PLUG SETS

- A. Description: Match voltage and current ratings and number of conductors to requirements of equipment being connected.
 - 1. Cord: Rubber-insulated, stranded-copper conductors, with Type SOW-A jacket; with green-insulated grounding conductor and equipment-rating ampacity plus a minimum of 30 percent.
 - 2. Plug: Nylon body and integral cable-clamping jaws. Match cord and receptacle type for connection.

2.4 SWITCHES

- A. Single- and Double-Pole Switches: Comply with DSCC W-C-896F and UL 20.
 - 1. Rating: Minimum 20A.
 - 2. Thermoplastic face.
 - 3. Thermoset base.
 - 4. Back and side wired.
 - 5. Locking type as referenced on the drawings
 - 6. Lighted handle as referenced on the drawings.
 - 7. Pilot Light as referenced on the drawings.
- B. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on/off switches and audible frequency and EMI/RFI filters.
 - 1. Control: Continuously adjustable vertical slider; with single-pole or three-way switching to suit connections.
 - 2. Incandescent Lamp Dimmers: Modular, 120 V, 60 Hz, continuously; single pole with soft tap or other quiet switch; EMI/RFI filter to eliminate interference; and 5-inch (130-mm) wire connecting leads.
 - 3. Fluorescent Lamp Dimmer Switches: Modular; compatible with dimmer ballasts; trim potentiometer to adjust low-end dimming; dimmer-ballast combination capable of consistent dimming with low end not greater than 1 percent of full brightness.
 - 4. Magnetic Low-Voltage Lamp Dimmers: Modular, 120 V or 277 V, 60 Hz, continuously adjustable; single pole with soft tap or other quiet switch; EMI/RFI filter to eliminate interference; DC protection; and 5-inch (130-mm) wire connecting leads.
 - 5. Electronic Low-Voltage Lamp Dimmers: Modular, 120 V or 277 V, 60 Hz, continuously adjustable; single pole with soft tap or other quiet switch; EMI/RFI filter to eliminate interference; DC protection; and 5-inch (130-mm) wire connecting leads. Exclusively designed product for electronic low voltage transformers.

2.5 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish, except screwless devices for locations where only dimmers are shown.
 - 2. Material for Finished Spaces: Stainless Steel.
 - 3. Material for Unfinished Spaces: Stainless steel.
 - 4. Material for Wet Locations: Thermoplastic with spring-loaded lift cover, and listed and labeled for use in "wet locations."

2.6 MULTIOUTLET ASSEMBLIES

- A. Components of Assemblies: Products from a single manufacturer designed for use as a complete, matching assembly of raceways and receptacles.
- B. Raceway Material: Metal, with manufacturer's standard finish.
- C. Wire: No. 12 AWG.
- D. Outlets every 18" on center
- E. Multi-circuit where indicated on drawings.

2.7 FINISHES

- A. Color:
 - 1. Wiring Devices Connected to Normal Power System: As selected by Architect, unless otherwise indicated or required by NFPA 70.
 - 2. Isolated-Ground Receptacles: Orange.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install devices and assemblies level, plumb, and square with building lines.
- B. Install wall dimmers with capacity to achieve 60% of circuit loads indicated on drawings after derating for ganging according to manufacturer's written instructions.
- C. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' written instructions.
- D. Install control wiring for electronic fluorescent dimmers (low voltage or line voltage) per manufacturers written instructions.
- E. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical, and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- F. Wallplates and coverplates: install wallplates and coverplates for all outlets, including blank outlets.
- G. GFI Devices: Install separate GFCI devices, except where installed under the same multi-gang plate.
- H. Remove wall plates and protect devices and assemblies during painting.
- I. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.
- J. Install cord and plug sets for appliances, mechanical equipment, and other equipment per manufacturer's written instructions.

3.2 IDENTIFICATION

- A. Comply with Division 26 Section "Electrical Identification."
 - 1. Receptacles: Identify panelboard and circuit number from which served.
 - a. Black letters on light colored plates.
 - b. White on dark colored plates.

3.3 CONNECTIONS

- A. Ground equipment according to Division 26 Section "Grounding and Bonding."
- B. Connect wiring according to Division 26 Section "Conductors and Cables."

- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. After installing wiring devices and after electrical circuitry has been energized, test for proper polarity, ground continuity, and compliance with requirements.
 - 2. Test GFCI operation with both local and remote fault simulations according to manufacturer's written instructions.
- B. Remove malfunctioning units, replace with new units, and retest as specified above.

END OF SECTION 262726

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes individually mounted enclosed switches and circuit breakers used for the following:
 - 1. Service disconnecting means.
 - 2. Motor and equipment disconnecting means.
- B. Related Sections include the following:
 - 1. Division 26 Section "Wiring Devices" for attachment plugs, receptacles, and toggle switches used for disconnecting means.
 - 2. Division 26 Section "Fuses" for fusible devices.

1.3 DEFINITIONS

- A. GFCI: Ground-fault circuit interrupter.
- B. RMS: Root mean square.
- C. SPDT: Single pole, double throw.
- D. MCP: Motor Circuit Protectors (Adjustable instantaneous trip circuit breakers).

1.4 SUBMITTALS

- A. Product Data: For each type of switch, circuit breaker, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each switch and circuit breaker.
 - 1. Dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations and layout of installed devices, equipment features, and ratings. Include the following:
 - a. Enclosure types and details for types other than NEMA 250, Type 1.
 - b. Current and voltage ratings.
 - c. Short-circuit current rating.
 - d. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 2. Wiring Diagrams: Power, signal, and control wiring. Differentiate between manufacturer-installed and field-installed wiring.
- C. Field Test Reports: Submit written test reports and include the following:

1. Test procedures used.
 2. Test results that comply with requirements.
 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- D. Manufacturer's field service report.
- E. Manufacturer's verification of service representative in Utah County
- F. Maintenance Data: For enclosed switches and circuit breakers and for components to include in maintenance manuals specified in Division 1. In addition to requirements specified in Division 1 Section "Operation and Maintenance Data," include the following:
1. Routine maintenance requirements for components.
 2. Manufacturer's written instructions for testing and adjusting switches and circuit breakers.
 3. Time-current curves, including selectable ranges for each type of circuit breaker.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Maintain, within Utah County, a service center capable of providing training, parts, and emergency maintenance and repairs.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NEMA AB 1 and NEMA KS 1.
- D. Comply with NFPA 70.
- E. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions, unless otherwise indicated:
1. Ambient Temperature: Not less than **minus 22 deg F (minus 30 deg C)** and not exceeding **104 deg F (40 deg C)**.
 2. Altitude: Not exceeding **6600 feet (2000 m)**.

1.7 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Match panelboard manufacturer.

2.2 ENCLOSED SWITCHES

- A. Enclosed, Fusible Switch, 800 A and Smaller: NEMA KS 1, Type HD, with clips to accommodate specified fuses, lockable handle with two padlocks, and interlocked with cover in closed position.

2.3 ENCLOSED CIRCUIT BREAKERS

- A. Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to meet available fault currents.
 - 1. Electronic Trip Unit Circuit Breakers: RMS sensing; field-replaceable rating plug; with the following field-adjustable settings:
 - a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long- and short-time time adjustments.
 - d. Ground-fault pickup level, time delay, and I²t response.
- B. Molded-Case Circuit-Breaker Features and Accessories: Standard frame sizes, trip ratings, and number of poles.
 - 1. Lugs: Mechanical style suitable for number, size, trip ratings, and material of conductors.
 - 2. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.

2.4 ENCLOSURES

- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
 - 1. Outdoor Locations: NEMA 250, Type 3R.

2.5 FACTORY FINISHES

- A. Finish: Manufacturer's standard gray paint applied to factory-assembled and -tested enclosures before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with mounting and anchoring requirements specified in Division 26 Section "Seismic Controls for Electrical Work."
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- C. Equipment Disconnects
 - 1. Maximum elevation: 48".
 - 2. Locate lockable disconnect near each motor complying with clearance requirements.
 - 3. Multiple speed motors: provide switch in all motor leads.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Electrical Identification."
- B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.
- C. Fusible Switch Labels: Label each enclosure with "REPLACE WITH CURRENT LIMITING FUSES ONLY. CATALOG NUMBER: (FUSE CAT. NO.)."

3.4 CONNECTIONS

- A. Install equipment grounding connections for switches and circuit breakers with ground continuity to main electrical ground bus.
- B. Install power wiring. Install wiring between switches and circuit breakers, and control and indication devices.
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.5 FIELD QUALITY CONTROL

- A. Prepare for acceptance tests as follows:
 - 1. Test insulation resistance for each enclosed switch, circuit breaker, component, and control circuit.
 - 2. Test continuity of each line- and load-side circuit.
- B. Testing: After installing enclosed switches and circuit breakers and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
 - 1. Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3.6 ADJUSTING

- A. Set field-adjustable switches and circuit-breaker trip ranges.

3.7 CLEANING

- A. On completion of installation, inspect interior and exterior of enclosures. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION 262816

SECTION 264313 - SURGE PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes transient voltage surge suppressors for low-voltage power, control, and communication equipment.
- B. Related Sections include the following:
 - 1. Division 26 Section "Panelboards" for factory-installed transient voltage surge suppressors.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.
- B. Product Certificates: Signed by manufacturers of transient voltage suppression devices, certifying that products furnished comply with the following testing and labeling requirements:
 - 1. UL 1283 certification.
 - 2. UL 1449 listing and classification.
- C. Maintenance Data: For transient voltage suppression devices to include in maintenance manuals specified in Division 1.
- D. Warranties: Special warranties specified in this Section.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Maintain, within Utah County, a service center capable of providing training, parts, and emergency maintenance and repairs.
- B. Source Limitations: Obtain suppression devices and accessories through one source from a single manufacturer.
- C. Product Options: Drawings indicate size, dimensional requirements, and electrical performance of suppressors and are based on the specific system indicated. Other manufacturers' products complying with requirements may be considered. Refer to Division 1 Section "Substitutions."
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

- E. IEEE Compliance: Comply with IEEE C62.41, "IEEE Guide for Surge Voltages in Low Voltage AC Power Circuits," and test devices according to IEEE C62.45, "IEEE Guide for Surge Suppressor Testing."
- F. NEMA Compliance: Comply with NEMA LS 1, "Low Voltage Surge Protective Devices."
- G. UL Compliance: Comply with UL 1283, "Electromagnetic Interference Filters," and UL 1449 2nd Edition, "Transient Voltage Surge Suppressors."

1.5 PROJECT CONDITIONS

- A. Placing into Service: Do not energize or connect service entrance equipment, or panelboards, to their sources until the surge protective devices are installed and connected.
- B. Service Conditions: Rate surge protective devices for continuous operation under the following conditions, unless otherwise indicated:
 - 1. Maximum Continuous Operating Voltage: Not less than 115 percent of nominal system operating voltage.
 - 2. Operating Temperature: 30 to 120 deg F (0 to 50 deg C).
 - 3. Humidity: 0 to 85 percent, noncondensing.
 - 4. Altitude: Not less than 20,000 feet (6000 m) above sea level.

1.6 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Written warranty, executed by manufacturer agreeing to repair or replace components of surge suppressors that fail in materials or workmanship within five years from date of Substantial Completion.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Replaceable Protection Modules: One of each size and type installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Manufacturers of a Broad Line of Suppressors:
 - a. Cutler Hammer
 - b. Advanced Protection Technologies, Inc.
 - c. Current Technology, Inc.
 - d. EFI Electronics Corp.
 - e. Innovative Technology, Inc.
 - f. Liebert Corp.

- g. Siemens Energy & Automation.
- h. Square D Co.
- i. Tycor International, Inc.

2.2 SERVICE ENTRANCE SUPPRESSORS (LEVEL 1)

- A. Surge Protective Device Description: Modular design with field-replaceable modules and the following features and accessories:
 - 1. Fuses, rated at 200-kA interrupting capacity.
 - 2. Redundant suppression circuits.
 - 3. Redundant replaceable modules.
 - 4. Arrangement with wire connections to phase buses, neutral bus, and ground bus.
 - 5. Red and green LED indicator lights for power and protection status.
 - 6. Audible alarm, with silencing switch, to indicate when protection has failed.
 - 7. One set of dry contacts rated at 5 a and 250V ac, for remote monitoring of protection status. Coordinate with building power monitoring and control system.
- B. Peak Single-Impulse Surge Current Rating: 240 kA per phase.
 - 1. Line-Neutral mode: 120ka.
 - 2. Line-Ground mode: 120ka.
 - 3. Neutral –Ground mode: 120ka.
- C. Connection Means: Permanently wired.
- D. Protection modes and UL 1449 clamping voltage for grounded wye circuits with voltages of 208Y/120; 3-phase, 4-wire circuits, shall be as follows:
 - 1. Line to Neutral: 400 V for 208Y/120.
 - 2. Line to Ground: 400 V for 208Y/120.
 - 3. Neutral to Ground: 400 V for 208Y/120.

2.3 LIGHTING AND BRANCH PANELBOARD SUPPRESSORS (LEVEL 2)

- A. Surge Protective Device Description: Modular design with field-replaceable modules and the following features and accessories:
 - 1. Fuses, rated at 200-kA interrupting capacity.
 - 2. Redundant suppression circuits.
 - 3. Redundant replaceable modules.
 - 4. Arrangement with bolted connections to phase buses, and wire connections to neutral bus, and ground bus.
 - 5. Red and green LED indicator lights for power and protection status.
 - 6. Audible alarm, with silencing switch, to indicate when protection has failed.
 - 7. One set of dry contacts rated at 5 A, 250-V, ac, for remote monitoring of protection status. Coordinate with building power monitoring and control system.
- B. Peak Single-Impulse Surge Current Rating: 160 kA per phase.
 - 1. Line-Neutral mode: 80kA.
 - 2. Line-Ground mode: 80 kA.
 - 3. Neutral –Ground mode: 80kA.
- C. Protection modes and UL 1449 clamping voltage for grounded wye circuits with voltages of 208Y/120; 3-phase, 4-wire circuits, shall be as follows:

1. Line to Neutral: 400 V for 208Y/120.
2. Line to Ground: 400 V for 208Y/120.
3. Neutral to Ground: 400 V for 208Y/120.

2.4 ENCLOSURES

- A. NEMA 250, with type matching the enclosure of panel or device being protected.

PART 3 - EXECUTION

3.1 INSTALLATION OF SURGE PROTECTIVE DEVICES

- A. Install devices at service entrance on load side, with ground lead bonded to service entrance ground.
- B. Install devices for panelboard and auxiliary panels with conductors between suppressor and points of attachment as short and straight as possible. Do not exceed manufacturer's recommended lead length or 2' whichever is less. Do not bond neutral and ground.
 1. Provide multipole, 60-A circuit breaker as a dedicated disconnect for the suppressor, unless otherwise indicated.

3.2 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL

- A. Testing: Perform the following field quality-control testing:
 1. After installing surge protective devices, but before electrical circuitry has been energized, test for compliance with requirements.
 2. Complete startup checks according to manufacturer's written instructions.
 3. Perform each visual and mechanical inspection and electrical test stated in NETA ATS, Section 7.19. Certify compliance with test parameters.
- B. Repair or replace malfunctioning units. Retest after repairs or replacements are made.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain surge protective devices.
 1. Train Owner's maintenance personnel on procedures and schedules for maintaining suppressors.
 2. Review data in maintenance manuals. Refer to Division 1 Section "Operation and Maintenance Data."
 3. Schedule training with Owner, through Architect, with at least seven days' advance notice.

END OF SECTION 264313



PROTERRA

037378 REV A01 60kW PCS and Dispenser Installation Manual

**Proterra, Inc.
1815 Rollins Road
Burlingame, CA 94010
June 2018**

This installation manual has been prepared to provide you with the information necessary to perform a typical installation of the Proterra PCS Charge System. To ensure maximum charge system performance and reliability, you must read and thoroughly understand the contents of this manual.

The specifications and information in this manual are the most current at the time of publication, and may be subject to change without notice. It is the responsibility of the transit agency to provide you with the necessary updates when special equipment or changes to standard equipment are implemented.

This manual is not intended to provide in-depth construction details and national or local electric code documentation may supersede and supplement the information contained in this manual.

The accompanying product is protected by one or more U.S. and foreign patents and/or pending patent applications held by Proterra Inc.

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Contacts and Regulatory Matter

National Highway Transportation & Safety Administration (NHTSA)

If you feel your new Proterra PCS Charge System has a safety issue that could cause personal injury, you should immediately inform the National Highway Traffic Safety Administration (NHTSA) with the information. You should also notify Proterra Inc immediately so that it can evaluate the situation or condition.

If NHTSA receives more information of a similar nature, it may open an investigation into the matter. If NHTSA determines there is a common safety defect in a group of charge stations, it may issue an order for a recall. NHTSA will not, however, become involved in an individual issue between the owner/operator, distributor and/or Proterra Inc.

To contact NHTSA, call the Auto Safety Hotline toll free at 1.800.424.9393 (outside the Washington, DC area). In the Washington, DC area, call 366.0123. The NHTSA may also be contacted in writing at the following address:

NHTSA

US Department of Transportation

Washington, DC 20590

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Chapter 1: Introduction

The Proterra Power Control System (PCS) and Charging Dispenser is the core of the depot charge station concept for CCS-compliant battery electric vehicles. The PCS-based charge system can be located at any site, specified by the transit operator, which allows for a suitable approach and departure area to properly position the bus for charging. Charging stations are typically located at a transit depot or other stop-over location and can have one or more charging positions available for the buses depending on customer requirements.

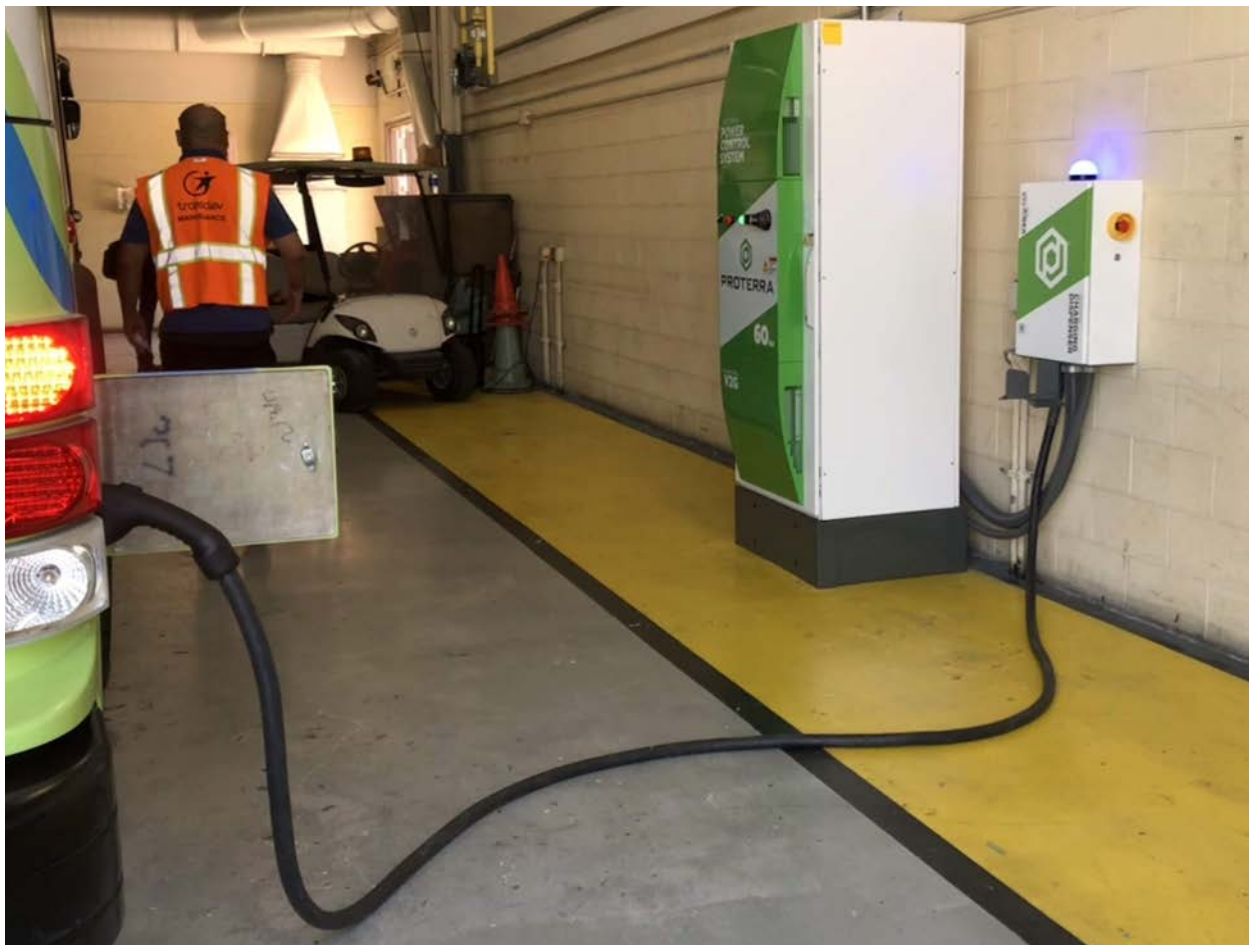


Figure 1-1. Battery-Electric Bus Connected to Proterra PCS Charge Station

Notes, Cautions, and Warnings

This document contains embedded Notes, Cautions, and Warnings to convey important information to the reader. The use of each of these messages is defined in the following sections.

Notes

Notes are used to emphasize important information by visually distinguishing it from the rest of the text. Notes can contain any type of information except safety information, which must always be placed in cautions or warnings.

Example:

Note: In all Proterra manuals, notes point out something of special interest or importance to the reader. Failure to read the note will not result in physical harm to the reader, equipment, or data.

Cautions

Cautions draw special attention to anything that could damage equipment or cause the loss of data. The caution will describe what could happen if the caution is ignored. Cautions will be placed before, or with the step it applies to. An 'attention' icon will be located beside a caution.

Example:



Do not turn the monitor off by unplugging it from the computer or wall socket. Severe damage to the monitor may result. Turn the monitor off before unplugging it.

Warnings

Warnings draw special attention to anything that could injure or kill the reader. Like cautions, they are always placed before, or with the step in the procedure they relate to, and are used with the 'attention' icon.

Example:



Unplug the computer before removing the outer case. If you don't unplug prior to removing the outer case, severe electrical shock may result.

Abbreviations and Acronyms

The following is an alphabetical list of Abbreviations and Acronyms associated with the Proterra PCS Charging System:

Acronym	Description
ANSI	American National Standards Institute
AWG	American Wire Gauge
CCSM	Combo Charging System Module
EPO	Emergency Power Off
GFDI	Ground Fault Detector Interrupter
HV	High Voltage
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IGBT	Insulated Gate Bipolar Transistor
ISO	International Organization for Standardization
ITB	Interface Terminal Board
kVA	Kilovolt Amperes
kW	Kilowatt
LV	Low Voltage
LVPS	Low Voltage Power Supply
MCB	Miniature Circuit Breaker
MIC	Main Converter Controller (Control Board)
MIU	Main Control Board
MSDS	Material Safety Data Sheet
NEC	National Electric Code
NFPA	National Fire Protection Association
OEM	Original Equipment Manufacturer
PCS	Power Control System
VAC	Voltage, Alternating Current
VDC	Voltage, Direct Current
VSBS	Voltage Sense (Circuit Board)
WYE	Star-Connection, 5-wire WYE

Terminology

The following terms are associated with the PCS Charging System and the related equipment.

Charging Components on Bus:

Manual Charge Receptacle (Charge Port) - The J1772/CCS port is often located behind the curbside rear fender or curbside rear upper access panel, this component is used when plugging in the charge connector(s) of the Plug-in Charger.

Charging Components at Charge Station:

60kW Power Control System (PCS) - This component converts 480-Volt AC three-phase grid voltage to high-voltage DC and transfers the DC energy to the Charging Dispenser. This component also contains low-voltage communication wiring.

Charging Dispenser - This wall-mounted/floor-mounted enclosure can be located remotely from the PCS and transfers the high-voltage DC energy to the CCS Cable and Plug (Power Feed Connector).

Vehicle Interface - The CCS Cable and Plug (Power Feed Connector) that connect to the vehicle's Manual Charge Receptacle (Charge Port).

General Information:

NFPA 70E, Standard for Electrical Safety in the Workplace - This standard provides a guideline for protecting electrical workers from electric shock, electrocution, arc-flash, and arc-blast hazards while performing electrical-based construction and maintenance work.

System Overview

A typical PCS charge system is a combination of Proterra-supplied charging equipment and the supporting equipment supplied by the customer. The PCS charge station must be laid out so that the bus can approach and be positioned within reach of the CCS Plug at the Dispenser. Emergency shut-offs for the PCS charge system are clearly labeled and located with the charge equipment.



Figure 1-2. Typical PCS Charge Site

Proterra-Supplied Charge System Components

For each customer site Proterra provides a standardized, but configurable, combination of components required to charge the Proterra battery-electric bus. To assist with installation, Proterra provides a transit operator with flexibility in locating and mounting the components. Installation requirements for each of the Proterra standard components are described below:

Proterra Power Control System (PCS) Enclosure:

The NEMA 3R rated PCS enclosure may be installed in a building or room, or it may be installed outside. The PCS may be installed with the back of the enclosure at least one (1) inch from a wall, but must have at least 36 inches of clearance in front of it and 6 inches on each side of it for airflow and door access. This component can be pad-mounted. If pad mounted, the pad should be raised by at least 2 inches and should be 6 inches larger on each side than the mounting footprint of the PCS Charger Enclosure.

Note: For adjacent PCS Charger Enclosures, the backs can be placed against each other, separated by at least one (1) inch. If placed side-by-side, a one (1) inch minimum gap must be maintained between enclosures.



If the PCS door is facing other energized equipment, the front door clearance must be at least 48 inches from any other energized equipment.

Charging Dispenser:

The Charging Dispenser enclosure can use a site-specific mounting arrangement. It can be wall-mounted, with the back of the enclosure flush against a structural wall or floor-mounted on a pedestal. With either configuration you must have at least 17 inches of clearance in front of the Dispenser for door access. If pedestal-mounted, the total height of the pedestal and Dispenser will be approximately 58 inches from the mounting surface.

Cable Hook and Retainer:

The CCS Charging Cable Hook and Retainer are used for properly storing the CCS Cable and Connector when it is not in use. This component may be part of the Dispenser Pedestal or may be a wall-mounted component used to hang the cable and support the connector.

Emergency Stop Buttons:

The number of Emergency Stop buttons to be installed will vary depending on Local Codes at the site and customer preference. A typical installation will use two (2) E-stop buttons with one located on the PCS enclosure and one located on the Dispenser enclosure.

NOTICE! All Proterra-supplied components are NEC 511 compliant.

Mechanical Installation Information:

The following provides critical mechanical installation information and clearances pertaining to the installation of the Proterra PCS Charge System equipment:

Equipment Weights:

The following provides approximate weights for each of the two assemblies to be installed:

- Power Control System (PCS) Enclosure: 1500 lb
- Dispenser Enclosure: 42 lb

Power Control System (PCS) Clearances:

The following provides specific clearances that MUST be maintained for the PCS enclosure to be installed:

- PCS Clearance from Adjacent Walls:
 - BACK = 1-inch Minimum air gap from wall
 - SIDES = 6-inch Minimum air gap (left and right) from wall
 - FRONT = 32-inch Minimum air gap (for door opening) from wall
- PCS Clearance from Adjacent PCS Enclosure(s):
 - BACK = 1-inch Minimum air gap from other PCS enclosure(s)
 - SIDES = 1-inch Minimum air gap from other PCS enclosure(s)
 - FRONT = 32-inch Minimum air gap (for door opening)

Dispenser Clearances:

The following provides specific clearances that MUST be maintained for the Dispenser enclosure to be installed:

- Dispenser Clearance from Adjacent Walls:
 - BACK = No Minimum air gap from wall
 - SIDES = No Minimum air gap (left and right) from wall
 - FRONT = 17-inch Minimum air gap (for door opening) from wall
- Dispenser Clearance from Adjacent Dispenser Enclosure(s):
 - BACK = No Minimum air gap from other Dispenser enclosure(s)
 - SIDES = No Minimum air gap from other Dispenser enclosure(s)
 - FRONT = 17-inch Minimum air gap (for door opening)

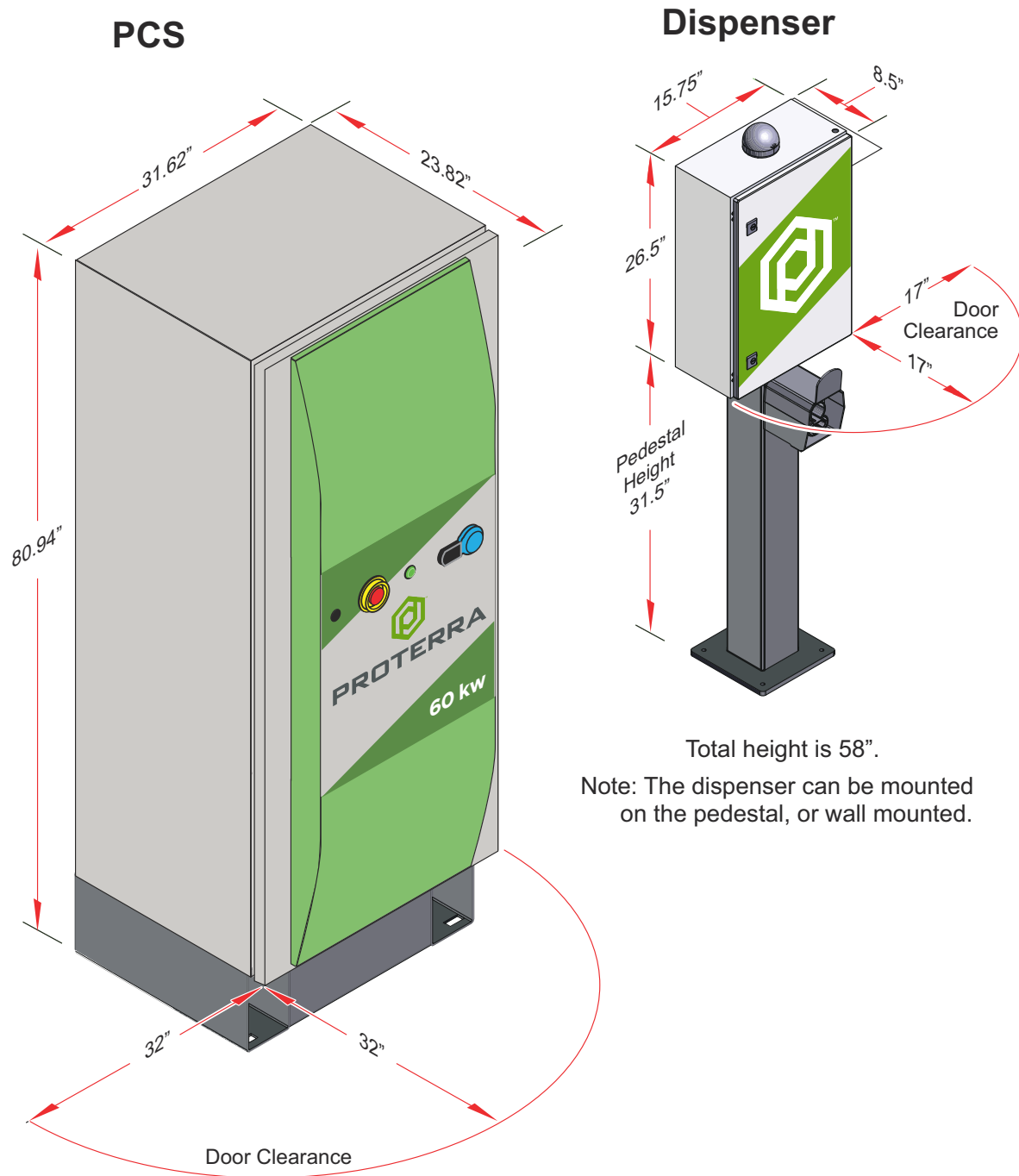


Figure 1-3. PCS and Dispenser Dimensions

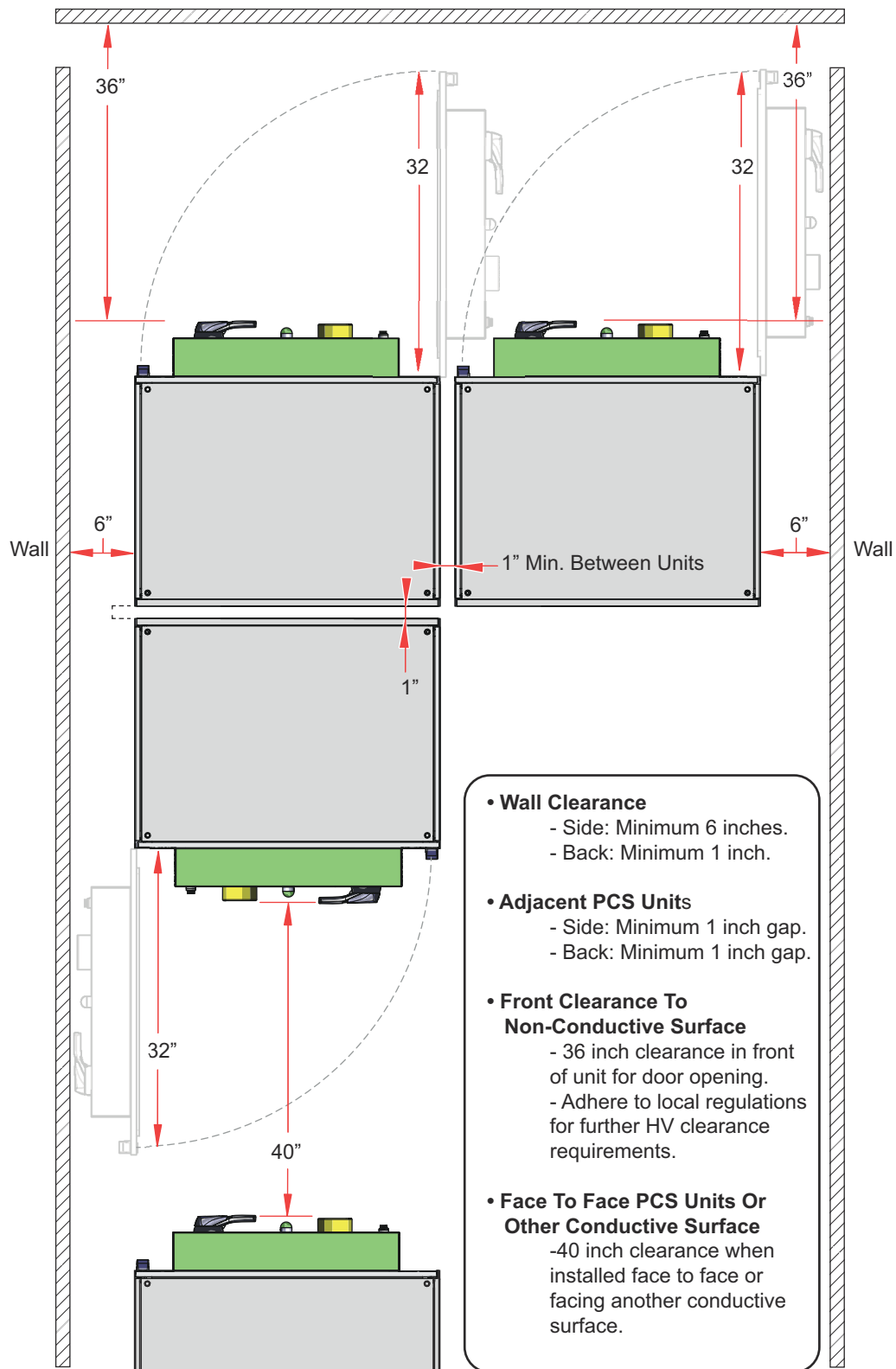


Figure 1-4. Required Wall and Adjacent PCS Clearances

Electrical Installation Information:

The following provides critical information and specifications pertaining to the installation of the Proterra PCS Charge System equipment:

Grounding Instructions:

- The Charging Dispenser must be connected to a grounded, metal, permanent wiring system. An equipment-grounding conductor must be run with circuit conductors and connected to an equipment-grounding terminal on the Power Control System (PCS). A ground rod may not be used with this system.

Power Control System (PCS) Electrical Input:

- **Utility Grid Voltage (Volts AC)** = 422 to 528 Volts AC (3-Phase) {480-Volt +10%, -20%}
- **Utility Grid Frequency** = 60Hz $\pm$ 3%
- **Maximum Rated Utility Grid Current** = 79 Amps @ 480 Volts AC (60Hz)
- **Standard Wiring** = Five Wire 3-phase Five Wire WYE Configuration (L₁, L₂, L₃, Ground, Neutral)

Power Control System (PCS) Electrical Output (through Dispenser):

- **Nominal Output Power** = 60 kW (Maximum)
- **Output Voltage (Volts DC)** = 270 to 840 Volts DC
- **Output Current (Amps DC)** = 200 Amps DC (Maximum)

NOTICE! Conduit sizes shown are "Trade" sizes and are not actual dimensions of the conduit.

- All boxes should be grounded per NEC Specifications.
- All concrete and conduit work should be prepared by the party responsible for site preparation.
- Metal conduit is required.
- Use only copper conductors.

Wire Specification for Proterra PCS Charging System:

- 1000VDC, 200 Amp Rated cable (High stranding recommended for flexibility)
- Acceptable UL Listing and Proterra-Approved
- All wire must be rated for wet location, outdoor, and UV/Sunlight Resistant per local and federal codes. Where code dictates something different than specified, code will prevail.
- Cables must be terminated with compression lugs that are less than 1.25 inches wide and fit on 1/2" diameter studs.

Site Preparation:

Prior to installation of the Proterra PCS equipment, it is the responsibility of the Contractor to reference the supplied site-drawings to identify the mounting location for each component. Conduit routing and pad construction must be performed prior to setting the equipment in place. The High-Voltage conduits should be located right next to each other and no other conduits should be positioned between them.

IMPORTANT! Use the Proterra-supplied templates for properly locating the positions of conduits and securement bolts. If there is any question about where or how a component should be mounted, contact Proterra Engineering for clarification.



Figure 1-5. Site Preparation Work

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Chapter 2: Mechanical Installation

This following section outlines the process for installing the Proterra-supplied Charge System equipment. The intent of providing this information is to assist a qualified contractor to install new Charge System equipment in accordance with National Electric Code (NEC) requirements. In all cases the qualified contractor is responsible for adhering to NEC requirements when installing electrical equipment, whether or not these requirements are explicitly stated in this document.

IMPORTANT! If conflicting requirements exist between this document, NEC requirements or local electrical codes, the strictest requirement should be followed.

In almost all cases the qualified contractor will need to obtain a local (state and/or county) inspection of work done. The local inspectors should be considered an "*authority having jurisdiction*." As an authority having jurisdiction, local inspectors can refuse to pass inspection based on their understanding of the NEC. If any unusual situations are encountered, consult with Proterra Infrastructure and the local inspectors before proceeding with installation of electrical equipment.

Equipment to be installed:

The following is a listing of the major equipment assemblies and kits provided by Proterra to be installed at your Charge Station site:

- Proterra Power Control System (PCS)
- Charging Dispenser
- CCS Charge Cable
- CCS Cable Hook and Retainer

NOTICE! All Proterra-supplied components are NEC 511 compliant.



Figure 2-1. Charge System Equipment Installation Overview

Installing the Power Control System (PCS)

The PCS will be configured for outdoor installation. Depending on site requirements, it may be installed indoors. Wiring should be stubbed up to pass through the conduit riser area located on the bottom, right side of the PCS enclosure.

IMPORTANT! Reference the *Site Plan* for specific PCS Installation information.



Figure 2-2. Typical Installation of PCS

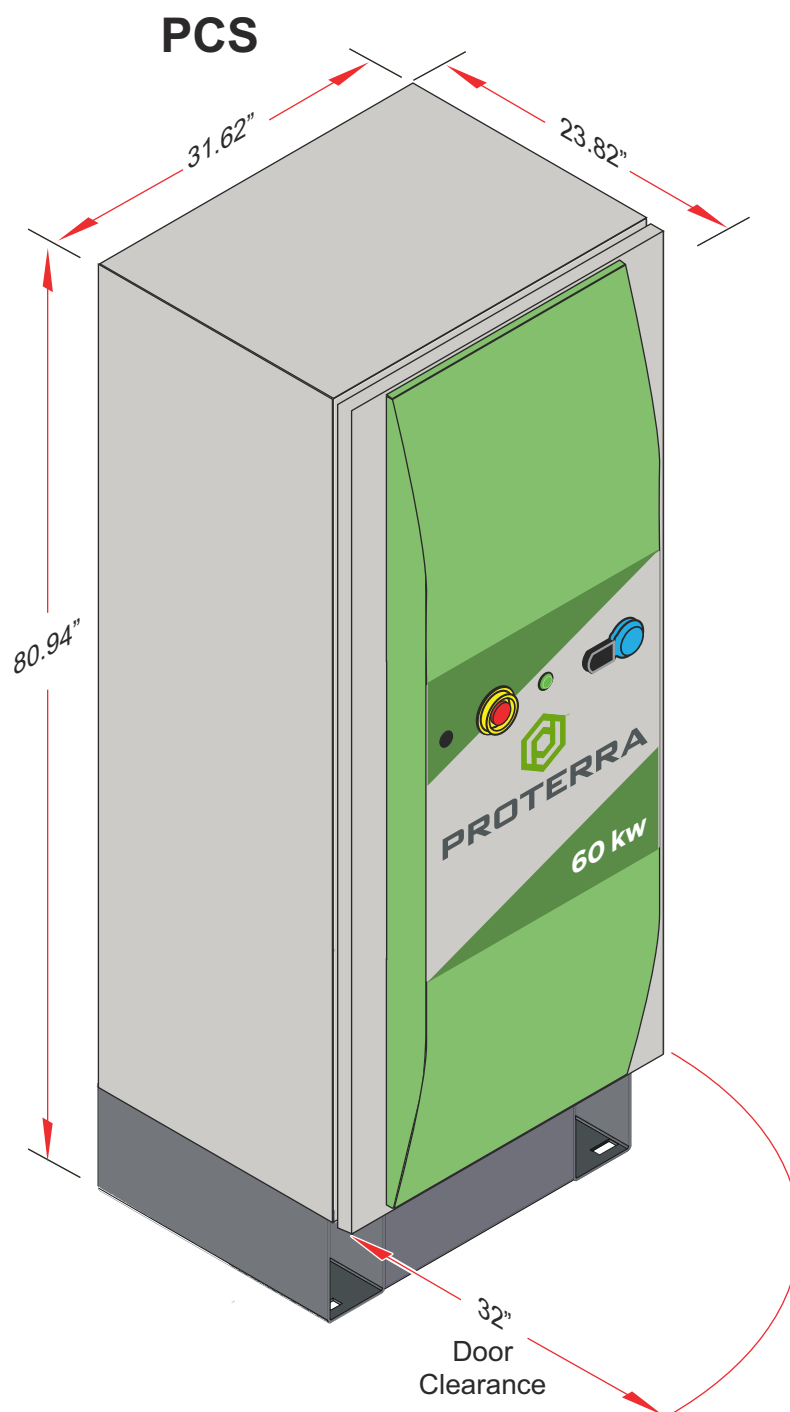


Figure 2-3. PCS Dimensions, Front View and Left Side View

1. Confirm the desired mounting location for the PCS at the charge station site. The door panel requires a minimum 36-inches of clearance in front of the PCS for the door to fully open.



If the PCS door is facing other energized equipment, the front door clearance must be at least 48 inches from any other energized equipment.

2. Measure and confirm the location on the PCS enclosure where you require the conduit risers to enter. All conduit risers should enter from the bottom, right side of the enclosure. Ensure that the cut-out on the enclosure will match the location of the conduit risers in the pad.
3. Measure and confirm the location of the PCS mounting points and ensure that the mounting holes on the PCS Base will match the location of the mounting points in the pad.

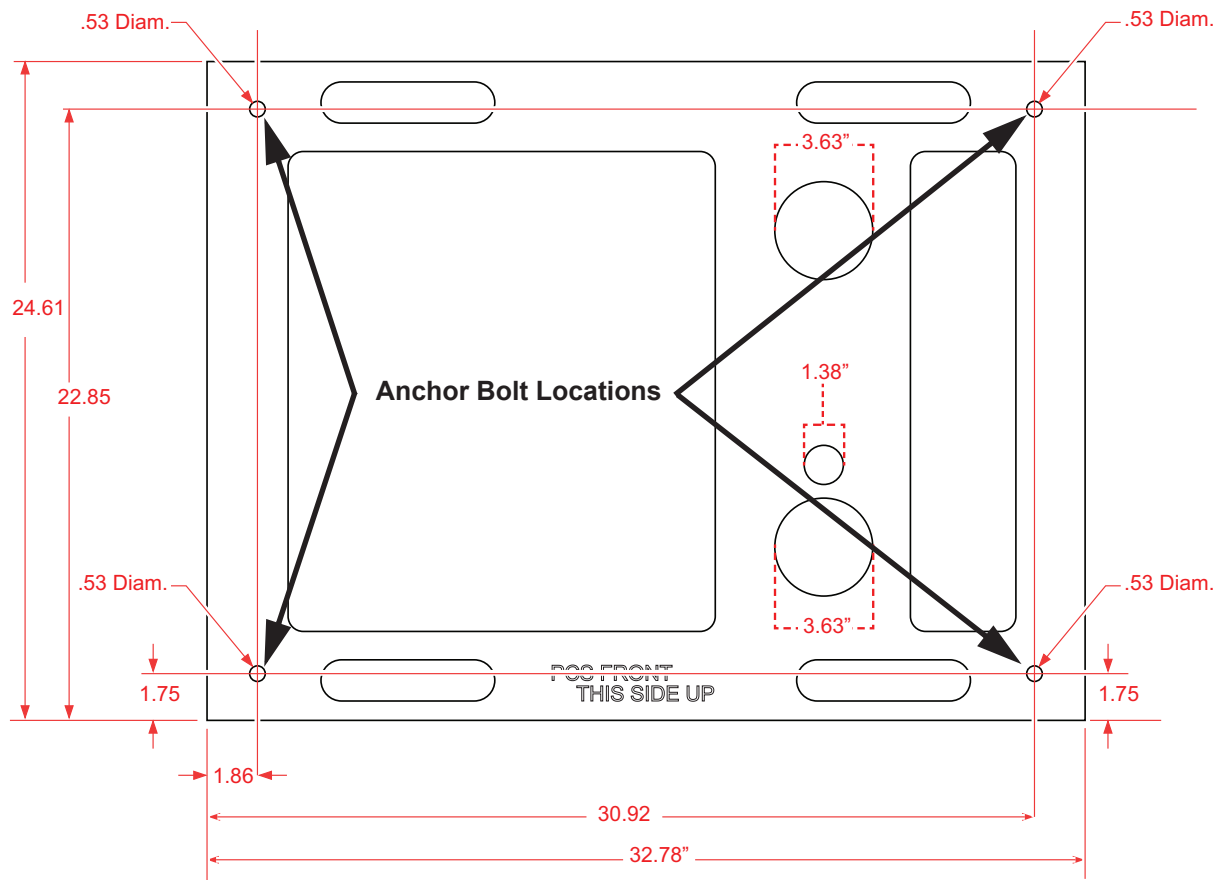
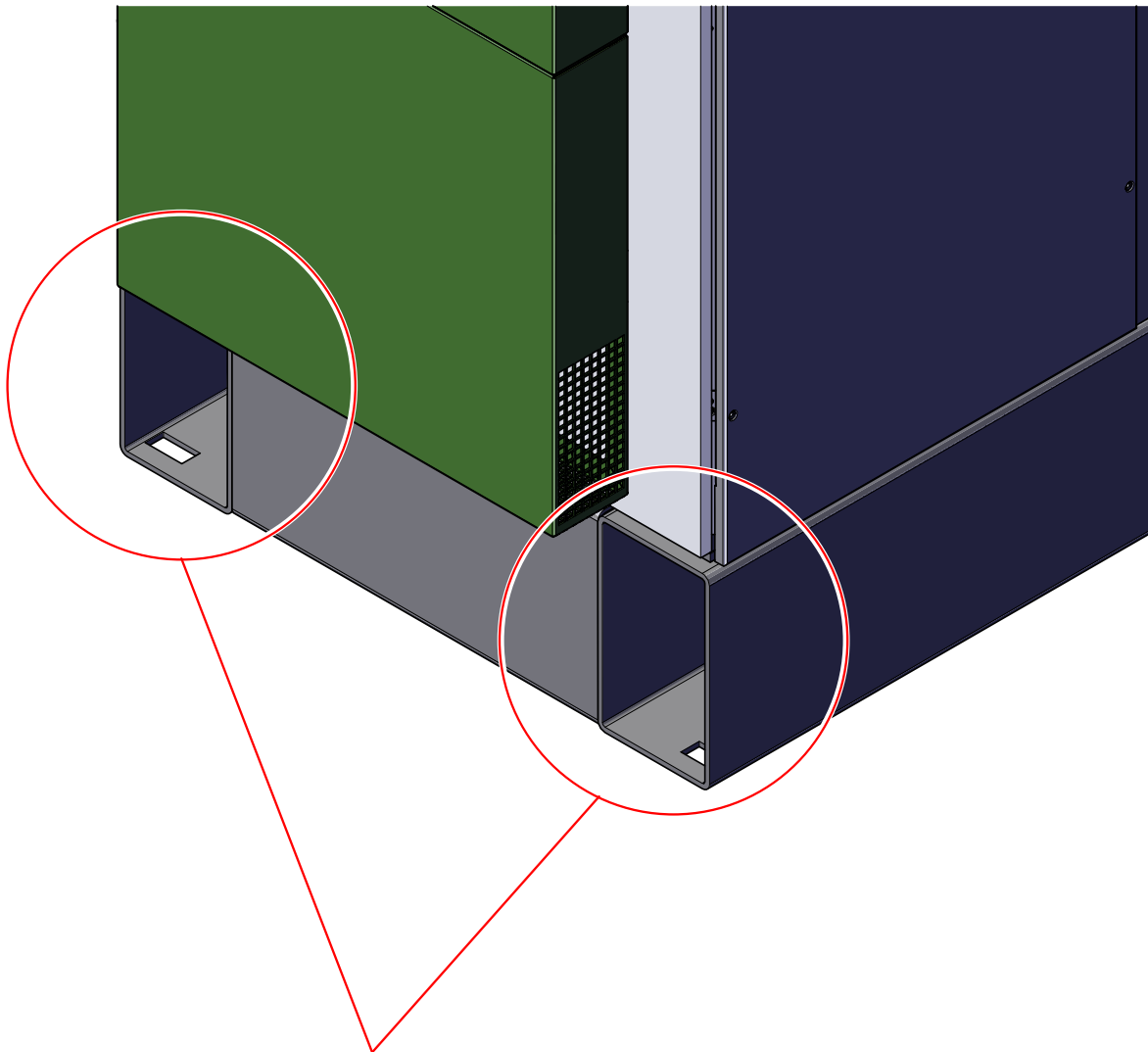


Figure 2-4. Recommended Pattern for PCS Anchor Bolt Locations

4. Once you have confirmed the location of the conduit risers and the mounting bolts, use the forklift pockets located on the PCS enclosure to lift and position the PCS above the desired mounting location.



Forklift Pockets located on front of charger

Figure 2-5. PCS Lifting Points



The PCS enclosure is very heavy and requires a properly rated lifting device to lift and position the PCS on the mounting pad. Follow all site-specific requirements for moving heavy objects when performing this installation.

5. Carefully lower the PCS enclosure onto the pad, ensuring that the conduit risers and the mounting bolts are properly aligned with the cut-outs and mounting points as it is being lowered onto the pad.

6. With the PCS enclosure properly positioned on the pad, secure it in position using the code-required mounting hardware. Torque the mounting bolts to the proper specification, referencing the building codes.

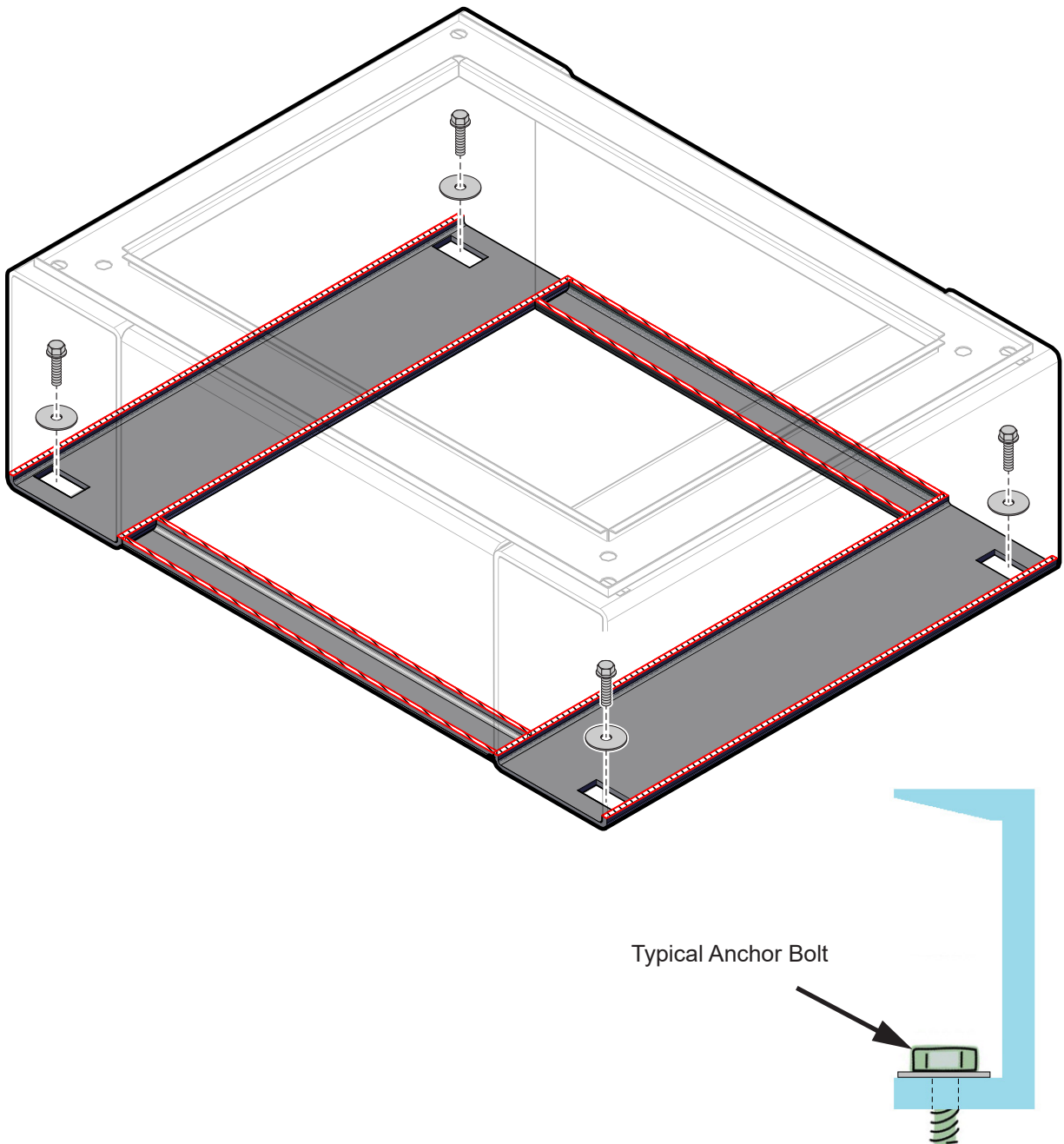


Figure 2-6. PCS Enclosure Anchor Bolts

7. Seal all gaps around the installed unit with fire-rated “Great Stuff” or similar sealant to prevent entry into the enclosure by birds, mice, insects, or other animals.

Installing the Charging Dispenser

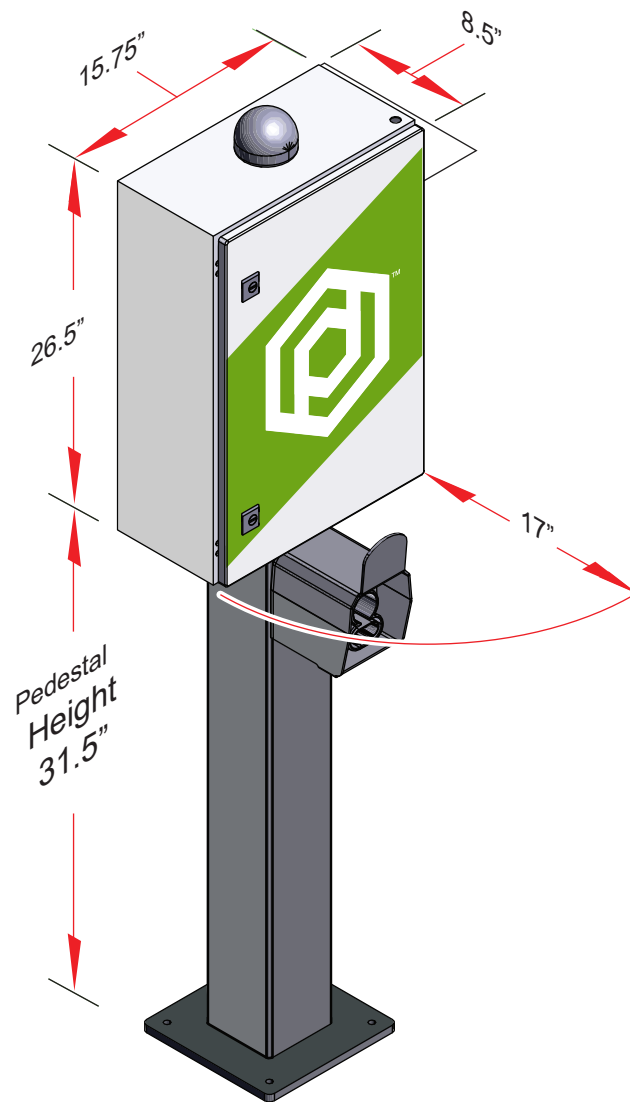
This procedure will detail how to install the Charging Dispenser. The Dispenser can be wall-mounted or mounted on a pedestal. The Dispenser will be configured for outdoor installation. Depending on site requirements, it may be installed indoors. Wiring should be stubbed up to pass through the conduit riser area located on the bottom of the pedestal or through the bottom of the Dispenser enclosure, as shown below.

IMPORTANT! Reference the *Site Plan* for specific Dispenser Installation information.



Figure 2-7. Typical Installation of Dispenser

Dispenser



Total height is 58".

Note: The dispenser can be mounted
on the pedestal, or wall mounted.

Figure 2-8. Charging Dispenser Dimensions, Front View and Left Side View

Wall-Mounting the Charging Dispenser

To wall-mount the Charging Dispenser, perform the following:

1. Confirm the desired mounting location for the Charging Dispenser at the charge station site. The door panel requires a minimum 17-inches of clearance in front of the Dispenser for the door to fully open.
2. Measure and confirm the location on the Dispenser enclosure where you require the conduit to enter. All conduit should enter from the bottom of the enclosure. Ensure that the cut-out on the enclosure will match the location of the conduit.
3. Measure and confirm the location of the Dispenser mounting points and ensure that the mounting holes on the Dispenser enclosure will match the location of the mounting points on the wall.

Dispenser Wall-Mount Template

Figure 2-9. Charging Dispenser Wall-Mount Template and Anchor Bolt Locations

4. Once you have confirmed the location of the conduit and the mounting points, lift and position the Charging Dispenser in the desired mounting location.
5. Ensure that the conduit and the mounting points are properly aligned with the cut-outs and mounting holes in the Charging Dispenser.
6. With the Charging Dispenser enclosure properly positioned on the wall, secure it in position using the code-required mounting hardware. Torque the mounting bolts to the proper specification, referencing the building codes.
7. Seal all gaps around the installed unit with fire-rated “Great Stuff” or similar sealant to prevent entry into the enclosure by birds, mice, insects, or other animals.

Pedestal-Mounting the Charging Dispenser

To pedestal-mount the Charging Dispenser, perform the following:

1. Confirm the desired mounting location for the Charging Dispenser at the charge station site. The door panel requires a minimum 17-inches of clearance in front of the Dispenser for the door to fully open.
2. Measure and confirm the location on the Dispenser Pedestal where you require the conduit to enter. All conduit should enter from the bottom of the pedestal and pass through it into the bottom of the Dispenser enclosure. Ensure that the cut-out on the pedestal will match the location of the conduit.
3. Measure and confirm the location of the Dispenser Pedestal mounting points and ensure that the mounting holes on the Dispenser Pedestal will match the location of the mounting points on the pad.

Dispenser Pedestal-Mount Template

Figure 2-10. Charging Dispenser Pedestal-Mount Template and Anchor Bolt Locations

4. Once you have confirmed the location of the conduit and the mounting points, lift and position the Dispenser Pedestal in the desired mounting location.
5. Ensure that the conduit and the mounting points are properly aligned with the cut-outs and mounting holes in the Dispenser Pedestal.
6. With the Dispenser Pedestal properly positioned on the pad, secure it in position using the code-required mounting hardware. Torque the mounting bolts to the proper specification, referencing the building codes.
7. Position the Dispenser enclosure on the pedestal and secure it in position using the Proterra-supplied mounting hardware.
8. Seal all gaps around the installed unit with fire-rated “Great Stuff” or similar sealant to prevent entry into the enclosure by birds, mice, insects, or other animals.

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Chapter 3: Wiring Installation

This following section outlines the process for wiring the Proterra Power Control System (PCS) equipment. The intent of providing this information is to assist a qualified contractor to wire the new Power Control System equipment in accordance with National Electric Code (NEC) requirements. In all cases the qualified contractor is responsible for adhering to NEC requirements when wiring electrical equipment, whether or not these requirements are explicitly stated in this document.

IMPORTANT! If conflicting requirements exist between this document, NEC requirements or local electrical codes, the strictest requirement should be followed.

In almost all cases the qualified contractor will need to obtain a local (state and/or county) inspection of work done. The local inspectors should be considered an "*authority having jurisdiction*". As an authority having jurisdiction, local inspectors can refuse to pass inspection based on their understanding of the NEC. If any unusual situations are encountered, consult with Proterra Engineering and the local inspectors before proceeding with wiring of electrical equipment.

Before wiring, ensure the following requirements have been met:

- Electrical input must be 480V three phase in a Five Wire Wye configuration.
- Use 90°C copper wire only.
- The circuit breaker at the panel must be OFF.
- The PCS must be grounded to true earth.
- Installer must have an insulated grounding conductor as part of the branch circuit that supplies the PCS.
- The grounding conductor is to be grounded to earth at the service equipment or, when supplied by a separately derived system, at the supply transformer.
- All connections must comply with all local codes and ordinances.

Note: The installer SHOULD NOT add a ground rod to this system.

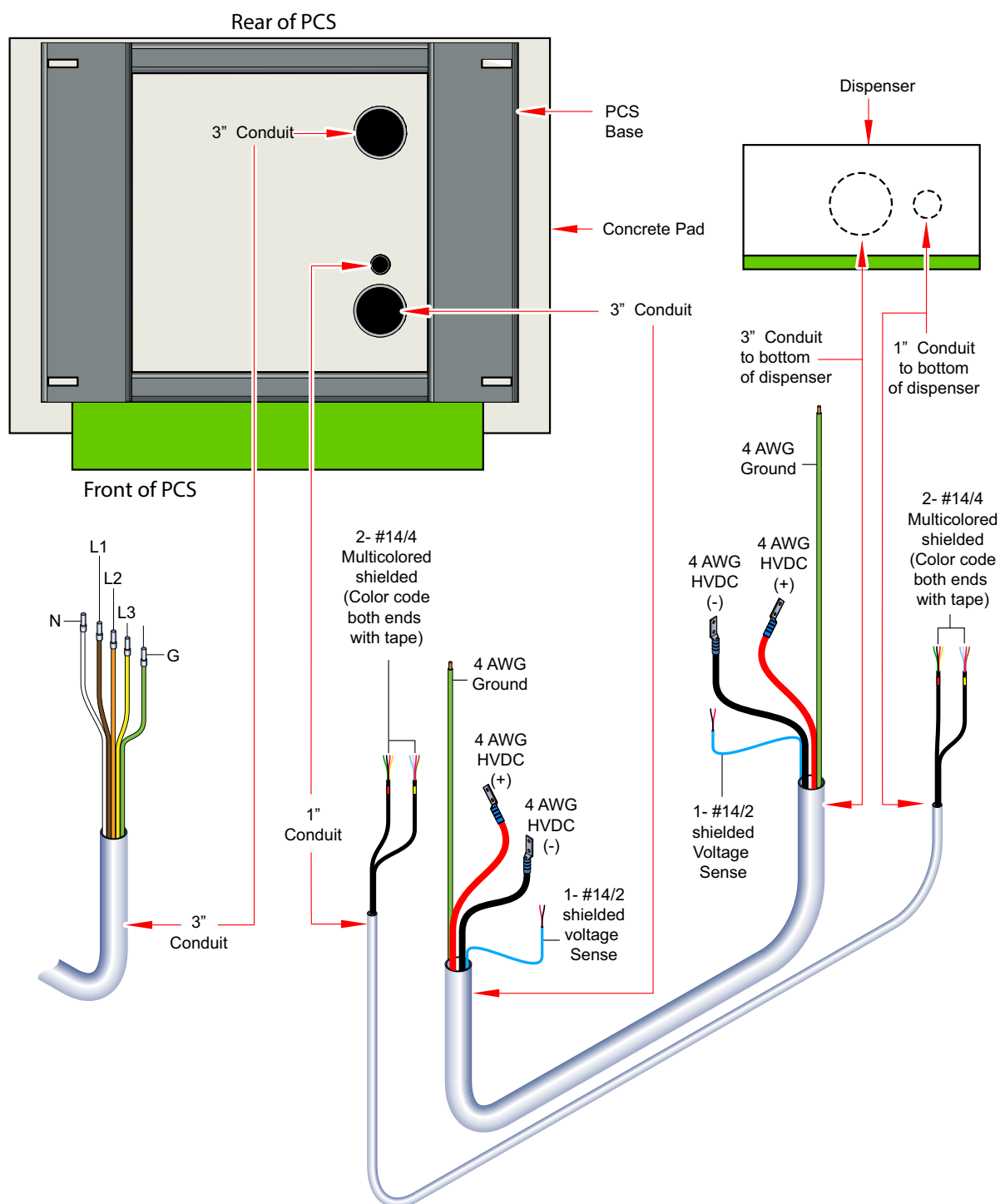


Figure 3-1. Typical PCS Wiring Diagram

Terminate High-Voltage 3-Phase AC Cables to PCS

This procedure details how to terminate the incoming high-voltage 3-phase AC cables to the correct locations in the PCS. The PCS is typically mounted near the supply transformer with conduit entering the enclosure at the bottom, right side.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Referencing the Wiring Schematics, identify the termination point of each AC High-Voltage wire from the Main Breaker/Disconnect Panel.
2. Strip the insulation back on each wire and insert a section of shrink tubing over the wire.
3. Insert a compression lug onto each wire end and crimp the lug onto the wire securely. Perform a “tug test” to ensure a secure connection.

NOTE: The correct die MUST be used for the crimp operation.



Figure 3-2. Installing Compression Lugs

Terminate the Ground Cables to the Terminal Ground Bar

The Proterra Power Control System (PCS) is shipped with a protective cover on the Terminal Grounding Bar that must be removed prior to terminating the Ground Cables.

Note: Ground connections are the most inboard connections, and it is suggested that the installer connect the two ground cables first.

1. Remove the Terminal Grounding Bar cover.
2. Using a #2 Phillips head screwdriver, loosen the retaining screw that will secure the Ground Cable to the Terminal Grounding Bar.
3. Route the incoming AC Ground Cable behind the stand-off bracket.
4. Insert the AC Ground Cable into the Terminal Grounding Bar as shown below and tighten the retaining screw to hold the cable in place.
Torque the retaining screw to 45 in-lb and perform a “tug test” to ensure a secure connection.

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

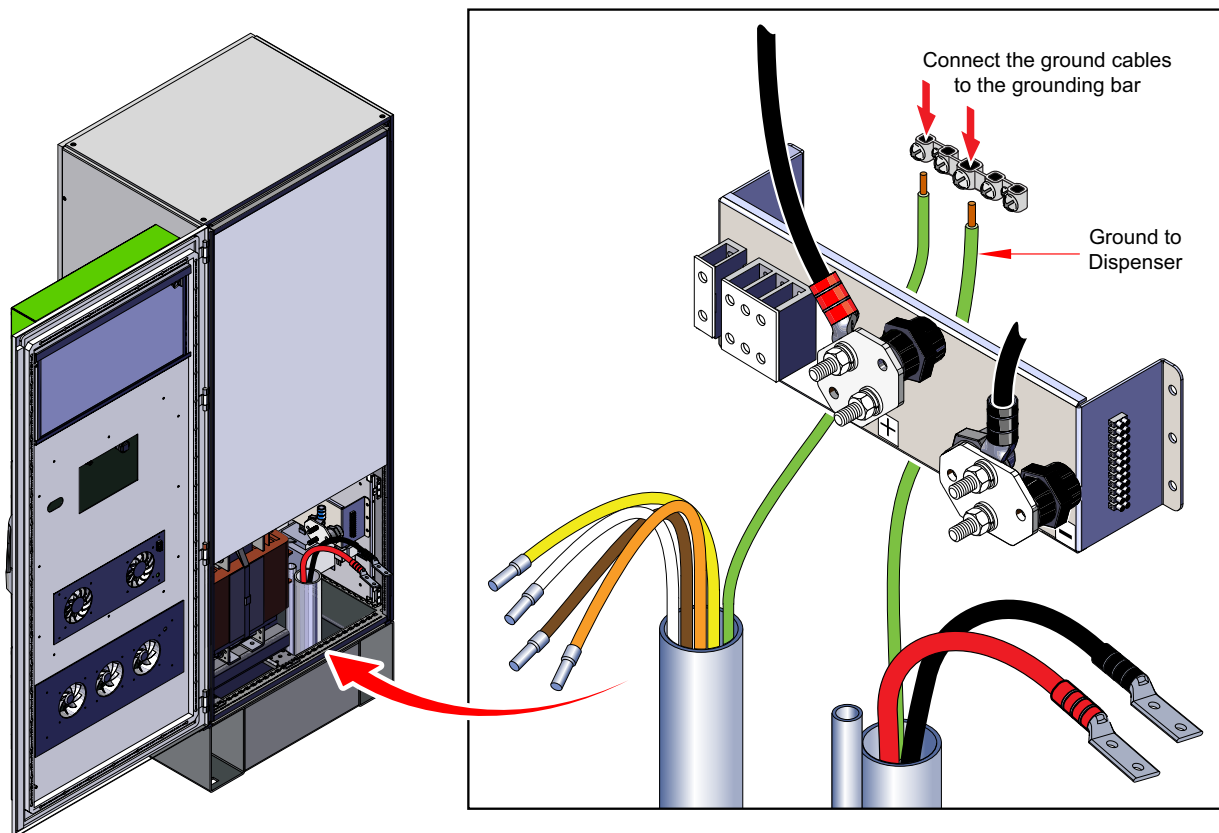


Figure 3-3. Terminating the AC and DC Ground Cables

5. Route the outgoing (to Dispenser) DC Ground Cable behind the stand-off bracket.
6. Insert the DC Ground Cable into the Terminal Grounding Bar as shown previously and tighten the retaining screw to hold the cable in place.
Torque the retaining screw to 45 in-lb and perform a “tug test” to ensure a secure connection.

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both

7. After verifying both Ground connections are secure, reinstall the Terminal Grounding Bar cover.

Terminate Neutral Cable and 3-Phase Cables in the PCS

Connect the Neutral (N) and the three Grid Phases (L1, L2, L3) as specified below.

IMPORTANT! The system is phase rotation sensitive. When installing the PCS equipment, ensure that the phase sequence is correct. Using a Phase Rotation Meter, verify the proper clockwise rotation (L1, L2, L3).

1. Using a 3/16" Allen Wrench, loosen each of the four set screws for the grid connections (N, L1, L2, L3).
2. Insert the ferruled Neutral Cable into the correct opening on the Terminal as shown below and then tighten the set screw to hold the cable in place. **Torque the retaining screw to 120 in-lb and perform a "tug test" to ensure a secure connection.**

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

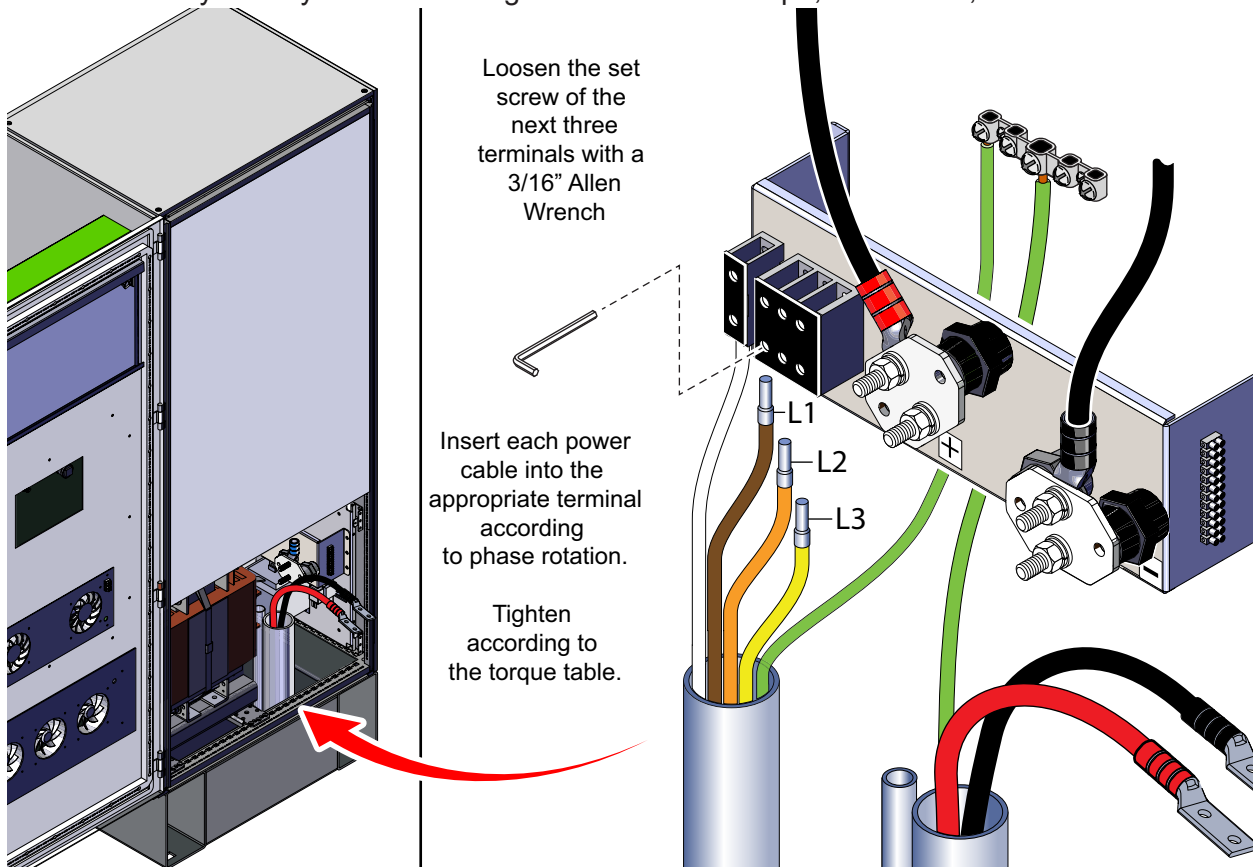


Figure 3-4. Terminating the Neutral Cable

3. Working one cable at a time (L1, L2, L3), recheck the termination point for the cable and then insert the ferruled cable into the correct opening on the Terminal as shown below and then tighten the set screw to hold the cable in place. **Torque each retaining screw to 120 in-lb and perform a “tug test” to ensure a secure connection.**

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

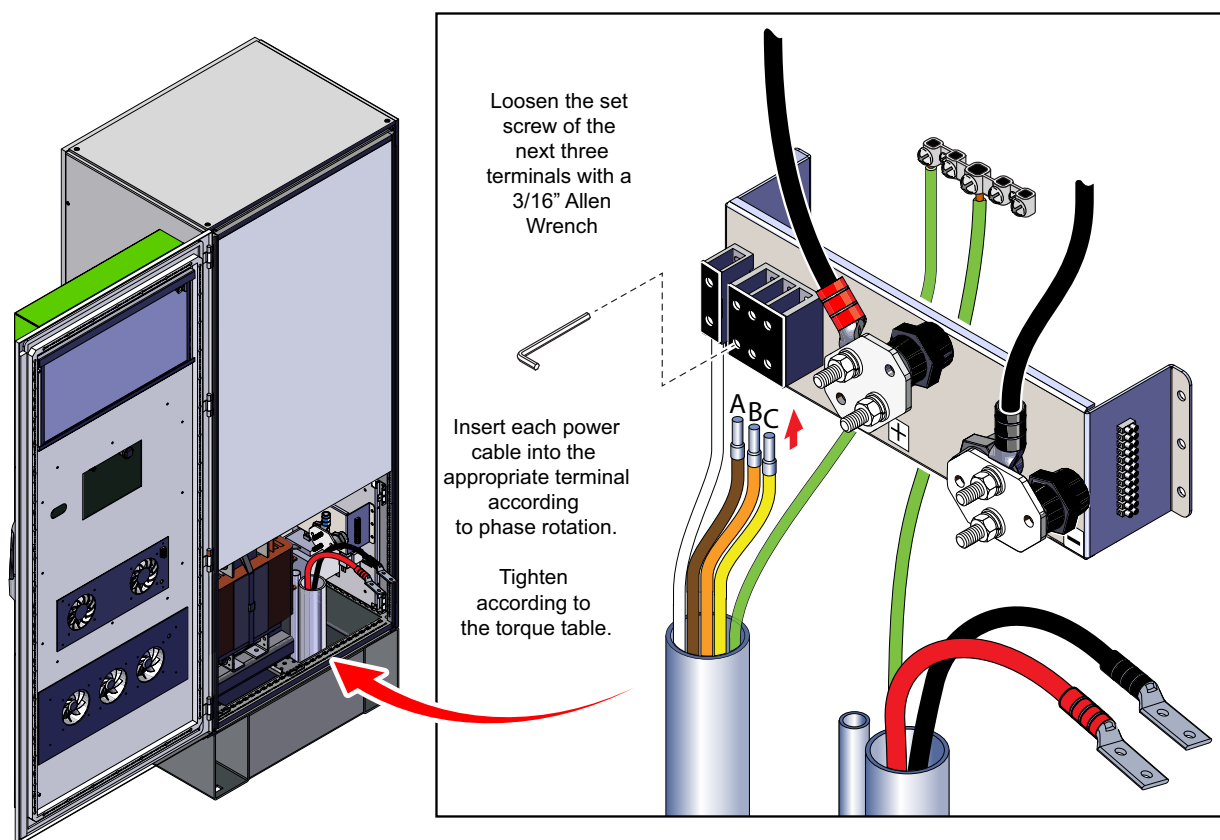


Figure 3-5. Terminating the 3-Phase Cables (L1, L2, L3)

Terminate DC Cables in the PCS

Connect the DC Cables inside the PCS as specified below.

1. Using an 18mm Socket/Ratchet, remove each of the four Nuts, Lock Washers, and Flat Washers from the Positive (+) and Negative (-) DC Terminals.
2. Insert the Positive (+) Cable onto the correct lugs on the Positive Terminal as shown below and then install and loosely tighten the Flat Washer, Lock Washer, and Nut on top of the lugs to hold the cable in place. **Torque the Nut to 65 in-lb.**

IMPORTANT! Ensure that no cable insulation or shrink tubing is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

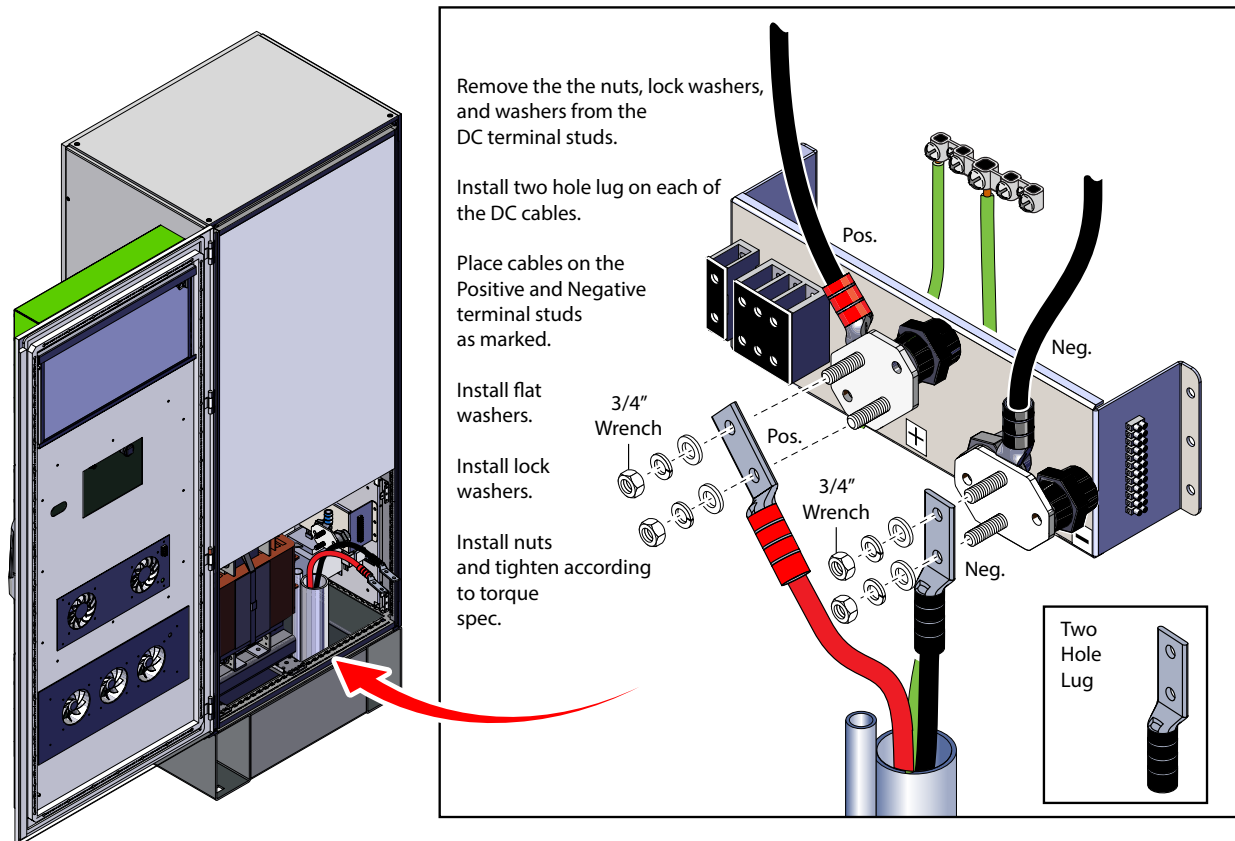


Figure 3-6. Terminating the DC Cables in the PCS

3. Insert the Negative (-) Cable onto the correct lugs on the Negative Terminal as shown above and then install and loosely tighten the Flat Washer, Lock Washer, and Nut on top of the lugs to hold the cable in place. **Torque the Nut to 65 in-lb.**

IMPORTANT! Ensure that no cable insulation or shrink tubing is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or

both.

Terminate PCS Low-Voltage Wiring

This procedure details how to terminate the Power Control System (PCS) low-voltage wiring. The PCS low-voltage wiring is typically routed through a 1-inch conduit from the bottom of the Dispenser and entering the PCS enclosure through the bottom, right side of the enclosure. The low-voltage wires and signal wires (Emergency Stop, Modbus, 24 Vdc Remote voltage sense) are terminated at the lower shelf right corner, on the terminal strip. The wires are labeled with the signal name when shipped to the customer site.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Route the Low-Voltage multicolored wires from the Dispenser to the PCS terminal strip.

NOTICE! Ensure that the wires are labeled at each end to ensure proper terminations can be made.

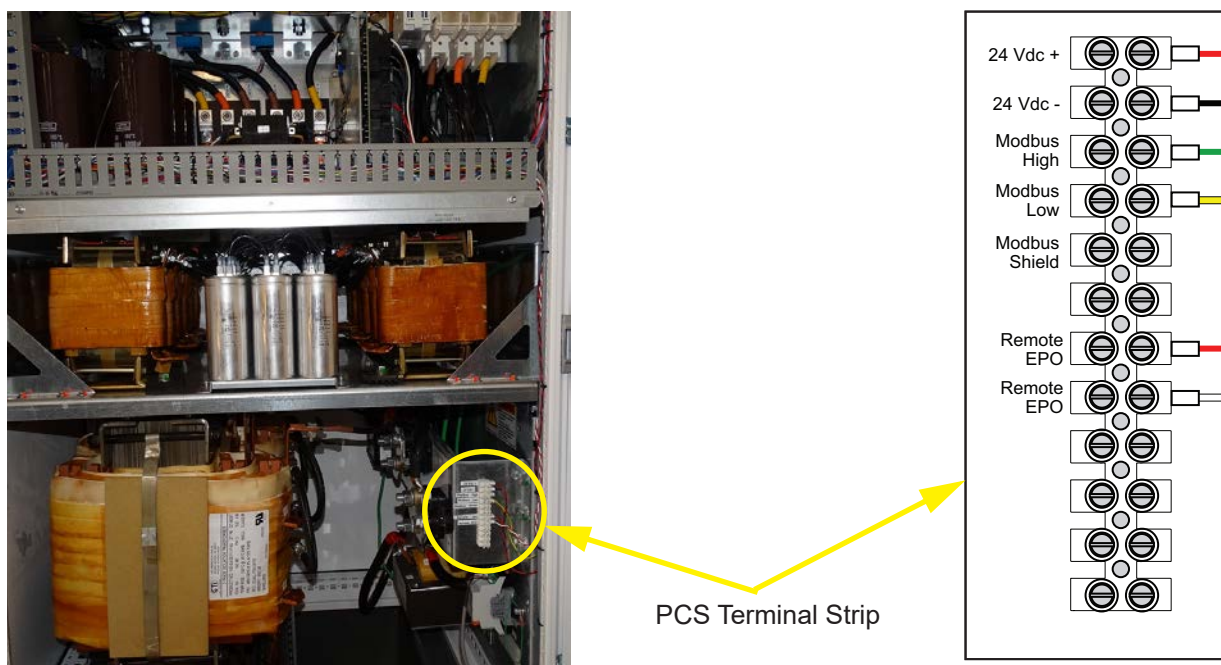


Figure 3-7. PCS Terminal Strip Location

IMPORTANT! When terminating the Low-Voltage wiring, ensure that you provide enough service loop in the wiring to allow for future maintenance.

2. Strip the insulation back on each Low-Voltage wire in preparation for terminating at the PCS Terminal Strip.

NOTICE! Reference the Low-Voltage Wiring Diagram on the following page when wiring the low-voltage wires to the PCS Terminal Strip.

3. Working with one wire at a time, recheck the termination point for each wire (checking the terminal numbers and the wire label).
4. Using a small straight-edge screwdriver, loosen the wire clamp to open the terminal strip connection. Insert the wire into the terminal strip at the appropriate location in the following order:
 - a. Connect the Modbus High wire to Terminal Strip Pin 3
 - b. Connect the Modbus Low wire to Terminal Strip Pin 4
 - c. Connect the Remote EPO + (E-Stop) wire to Terminal Strip Pin 7
 - d. Connect the Remote EPO - (E-Stop) wire to Terminal Strip Pin 8
 - e. Connect the 24 Vdc + wire to Terminal Strip Pin 1
 - f. Connect the 24 Vdc - wire to Terminal Strip Pin 2
5. Tighten each wire clamp against the wire.
6. Perform a “tug test” on each wire to ensure a secure connection.

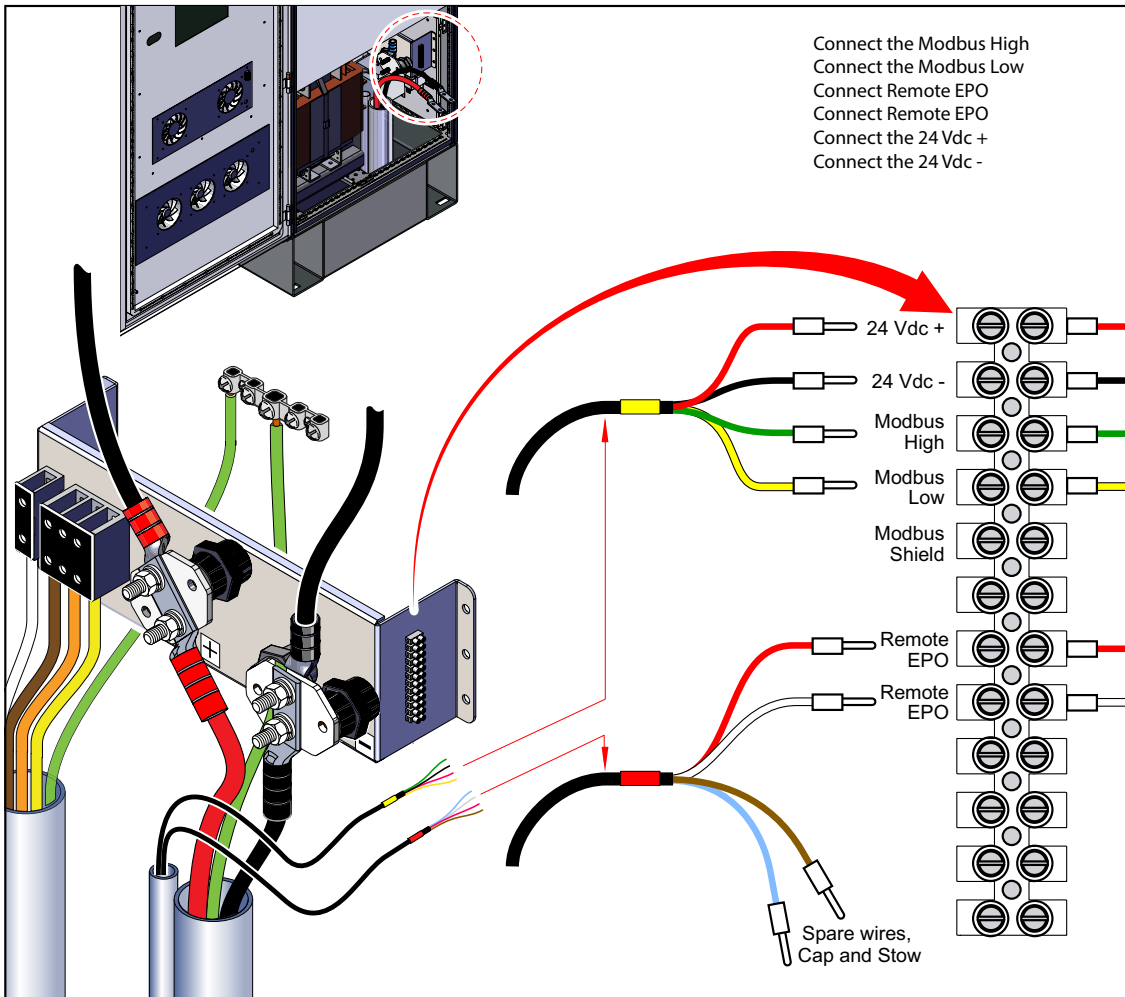


Figure 3-8. PCS Terminal Strip Wire Connections

Terminate the PCS Remote Voltage Sense Wiring

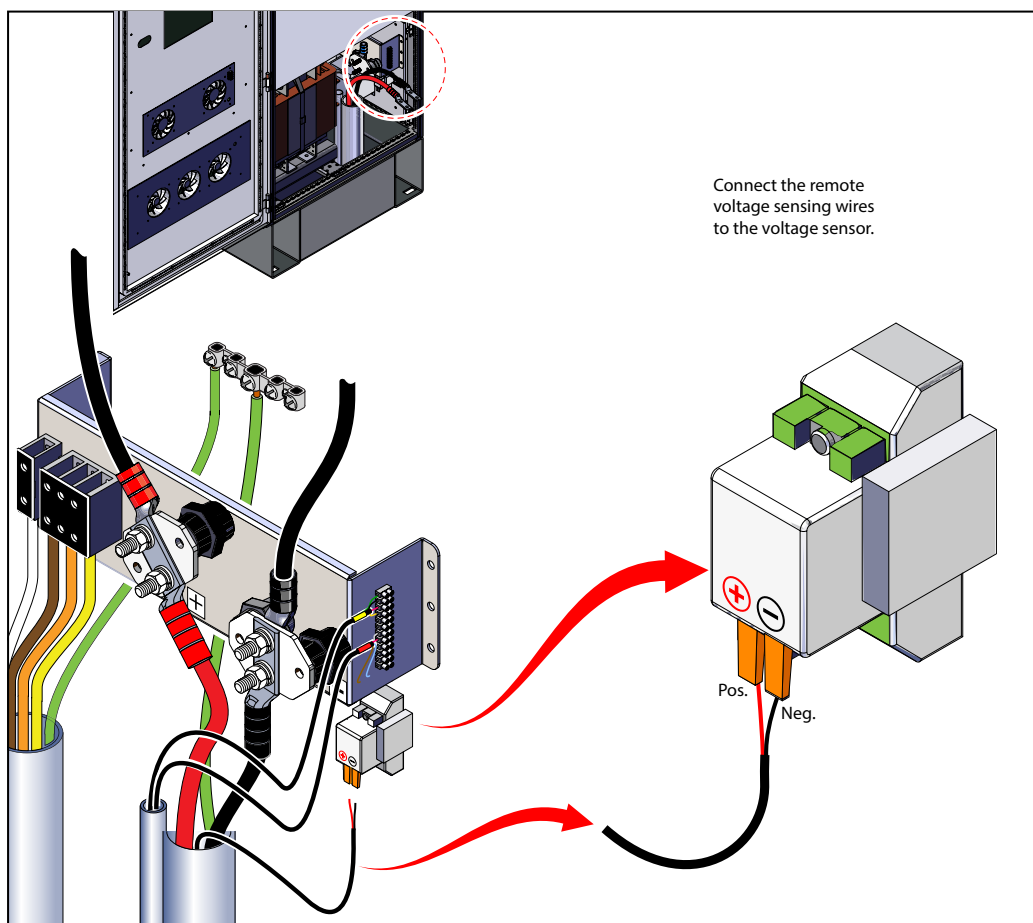
This procedure details how to terminate the Proterra Power Control System (PCS) remote voltage sense wiring. The PCS remote voltage sense wiring is typically routed through the 3-inch conduit along with the high-voltage DC cables from the bottom of the Dispenser and entering the PCS enclosure through the bottom, right side of the enclosure. The remote voltage sense wires are terminated near the lower corner, below the terminal strip. The wires are labeled with the signal name when shipped to the customer site.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Route the Remote Voltage Sense wires from the Dispenser to the PCS Voltage Sensor.

NOTICE! Ensure that the wires are labeled at each end to ensure

2. proper terminations can be made.

*Figure 3-9. Terminating Remote Voltage Sense Wires*

IMPORTANT! When terminating the Remote Voltage Sense wiring, ensure that you provide enough service loop in the wiring to allow for future maintenance.

3. Strip the insulation back on each Remote Voltage Sense wire in preparation for terminating at the PCS Voltage Sensor.
4. Working with one wire at a time, recheck the termination point for each wire (checking the wire color and label - Positive/Negative).
5. Pull out the levers to open the wire clamps on the Voltage Sensor connection. Insert the wire into the wire clamp at the appropriate location in the following order:
 - a. Insert the Remote Voltage Sense Negative wire (black) and close the wire clamp lever to lock the wire in place.
 - b. Insert the Remote Voltage Sense Positive wire (red) and close the wire clamp lever to lock the wire in place.
6. Perform a “tug test” on each wire to ensure a secure connection

Terminate the Dispenser Ground Cable

The Proterra Dispenser is shipped with a protective cover on the Terminal Grounding Bar that must be removed prior to terminating the Ground Cable.

Note: The Ground connection is the most inboard connection, and it is suggested that the installer connect the ground cable first.

1. Remove the Terminal Grounding Bar cover.
2. Using a #2 Phillips head screwdriver, loosen the retaining screw that will secure the Ground Cable to the Terminal Grounding Bar.
3. Route the incoming PCS Ground Cable to the center termination point of the Terminal Grounding Bar.
4. Insert the PCS Ground Cable into the Terminal Grounding Bar as shown below and tighten the retaining screw to hold the cable in place.
Torque the retaining screw to 45 in-lb and perform a “tug test” to ensure a secure connection.

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

Connect the ground cable from the PCS to the grounding bar of the Dispenser

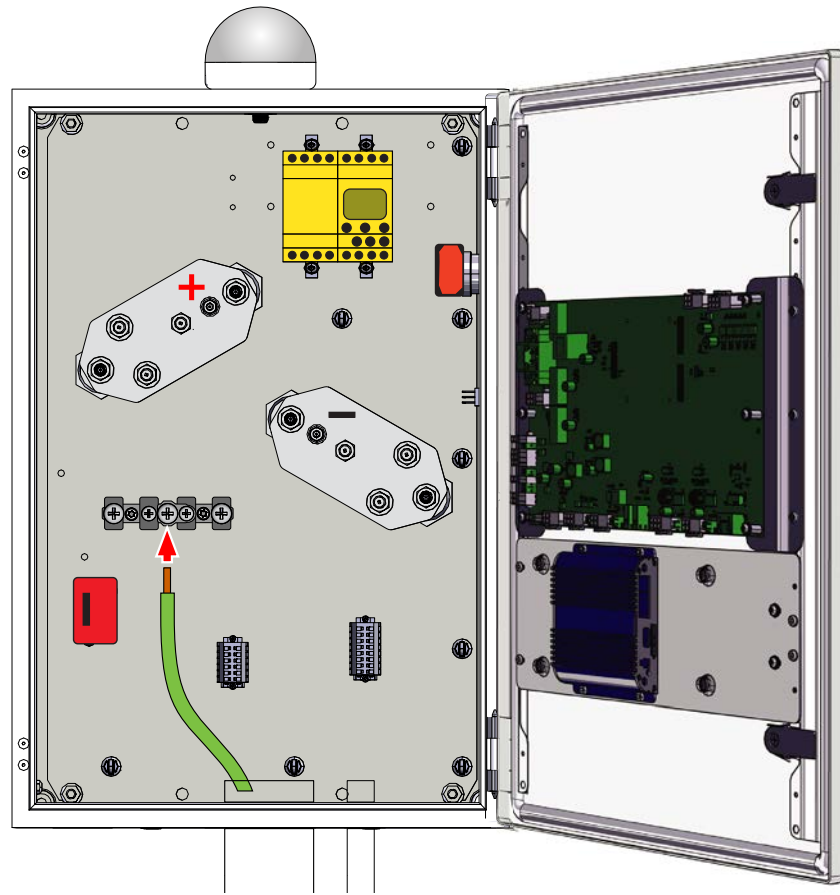


Figure 3-10. Terminating the Dispenser Ground Cable

5. After verifying both Ground connections are secure, reinstall the Terminal Grounding Bar cover.

Terminate DC Cables in the Dispenser

Connect the DC Cables inside the Dispenser as specified below.

1. Using a 3/4" Wrench, remove each of the four Nuts, Lock Washers, and Flat Washers from the Positive (+) and Negative (-) DC Terminals.
2. Insert the Positive (+) Cable onto the correct lugs on the Positive Terminal as shown below and then install and loosely tighten the Flat Washer, Lock Washer, and Nut on top of the lugs to hold the cable in place. **Torque the Nut to 65 in-lb.**

IMPORTANT! Ensure that no cable insulation or shrink tubing is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

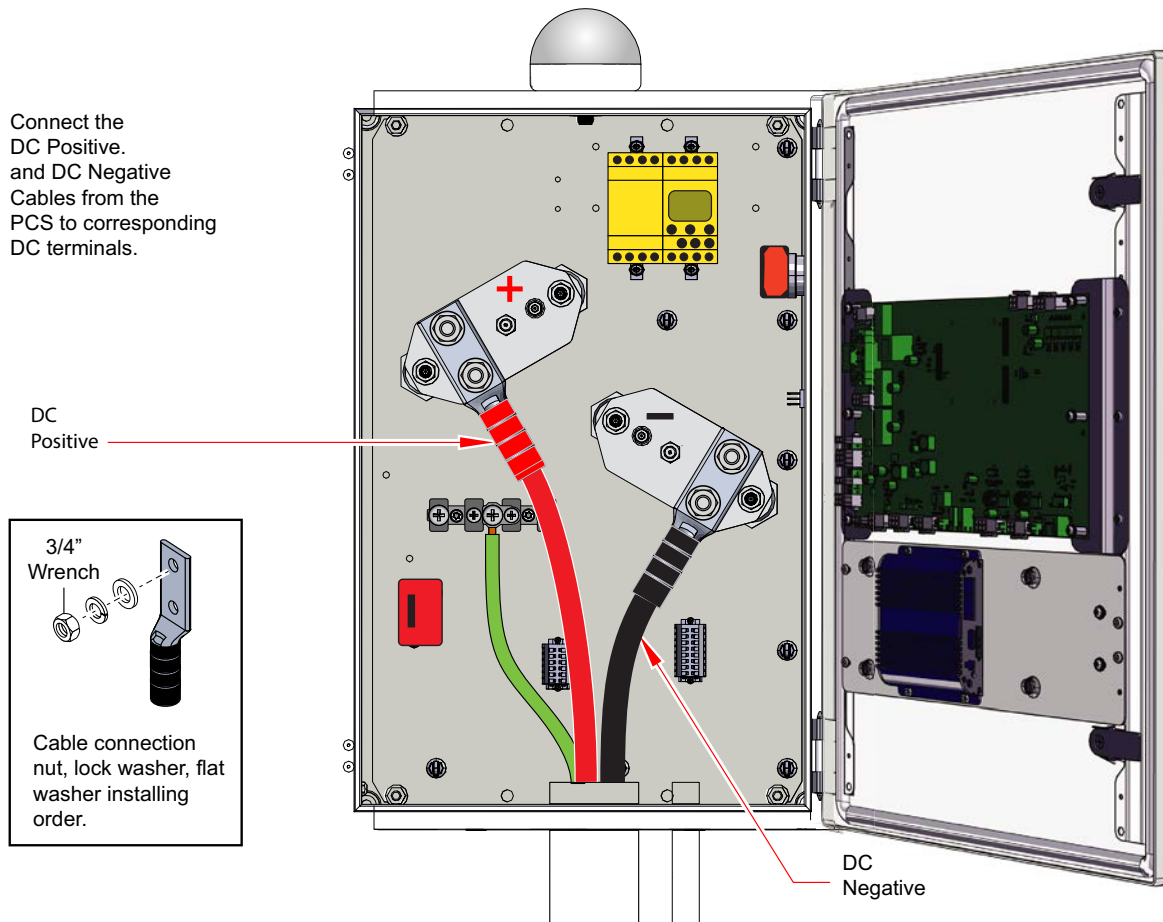


Figure 3-11. Terminating the DC Cables in the PCS

3. Insert the Negative (-) Cable onto the correct lugs on the Negative Terminal as shown above and then install and loosely tighten the Flat Washer, Lock Washer, and Nut on top of the lugs to hold the cable in place. **Torque the Nut to 65 in-lb.**

IMPORTANT! Ensure that no cable insulation or shrink tubing is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

Terminate Dispenser Low-Voltage Wiring

This procedure details how to terminate the Dispenser low-voltage wiring. The Dispenser low-voltage wiring is typically routed through a 1-inch conduit from the bottom of the PCS and entering the Dispenser enclosure through the bottom of the enclosure. The low-voltage wires and signal wires (Emergency Stop, Modbus, 24 Vdc Remote voltage sense) are terminated at the lower right corner, on the terminal strip. The wires are labeled with the signal name when shipped to the customer site.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Route the Low-Voltage multicolored wires from the PCS to the Dispenser terminal strip.

NOTICE! Ensure that the wires are labeled at each end to ensure proper terminations can be made.

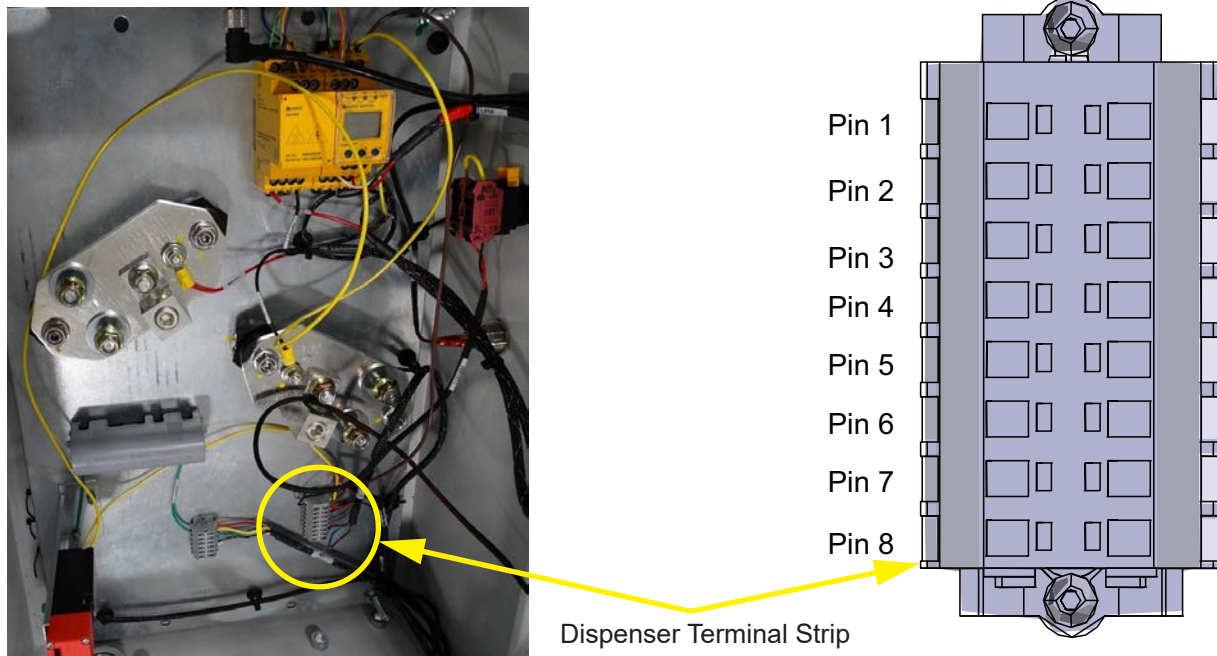


Figure 3-12. PCS Terminal Strip Location

IMPORTANT! When terminating the Low-Voltage wiring, ensure that you provide enough service loop in the wiring to allow for future maintenance.

2. Strip the insulation back on each Low-Voltage wire in preparation for terminating at the Dispenser Terminal Strip.

NOTICE! Reference the Low-Voltage Wiring Diagram on the following page when wiring the low-voltage wires to the Dispenser Terminal Strip.

3. Working with one wire at a time, recheck the termination point for each wire (checking the terminal numbers and the wire label).

4. Insert a small screwdriver into the terminal block lock release slot and insert the wire into the terminal strip at the appropriate location, and then remove the screwdriver to lock the wire in place, in the following order:
 - c. Connect the Modbus High wire to Terminal Strip Pin 3
 - d. Connect the Modbus Low wire to Terminal Strip Pin 4
 - e. Connect the Remote EPO + (E-Stop) wire to Terminal Strip Pin 7
 - f. Connect the Remote EPO - (E-Stop) wire to Terminal Strip Pin 8
 - g. Connect the 24 Vdc + wire to Terminal Strip Pin 1
 - h. Connect the 24 Vdc - wire to Terminal Strip Pin 2
5. Perform a “tug test” on each wire to ensure a secure connection.

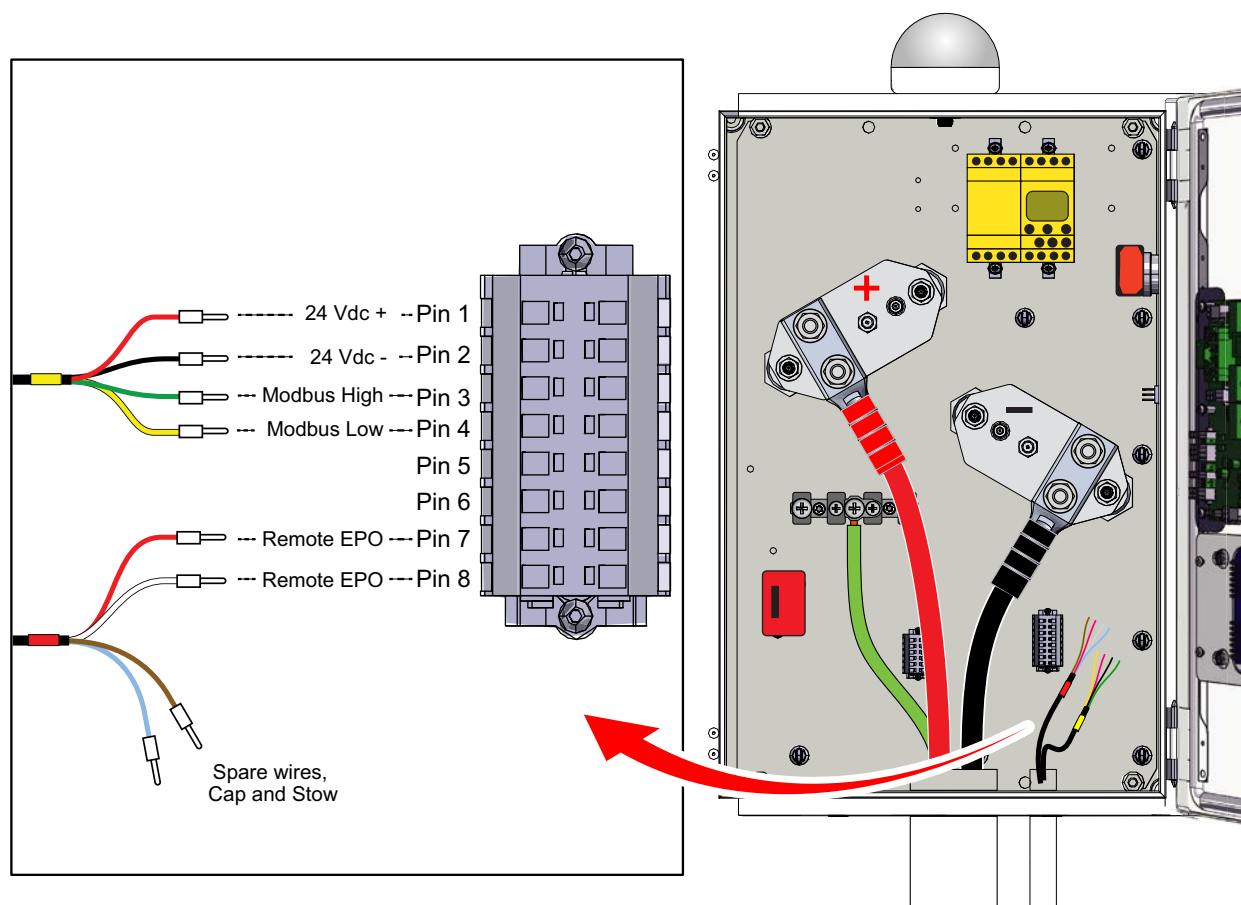


Figure 3-13. PCS Terminal Strip Wire Connections

Terminate the Dispenser Remote Voltage Sense Wiring

This procedure details how to terminate the Charging Dispenser remote voltage sense wiring. The Dispenser remote voltage sense wiring is typically routed through the 3-inch conduit along with the high-voltage DC cables from the bottom of the PCS and entering the Dispenser enclosure through the bottom of the enclosure. The remote voltage sense wires are terminated near the DC Cable connections. The wires are labeled with the signal name when shipped to the customer site.

IMPORTANT! The Riser Diagram may show more wires than actually need to be terminated. These additional wires should still be pulled and are used as spares.

1. Route the Remote Voltage Sense wires from the PCS to the Dispenser.

NOTICE! Ensure that the wires are labeled at each end to ensure proper terminations can be made.

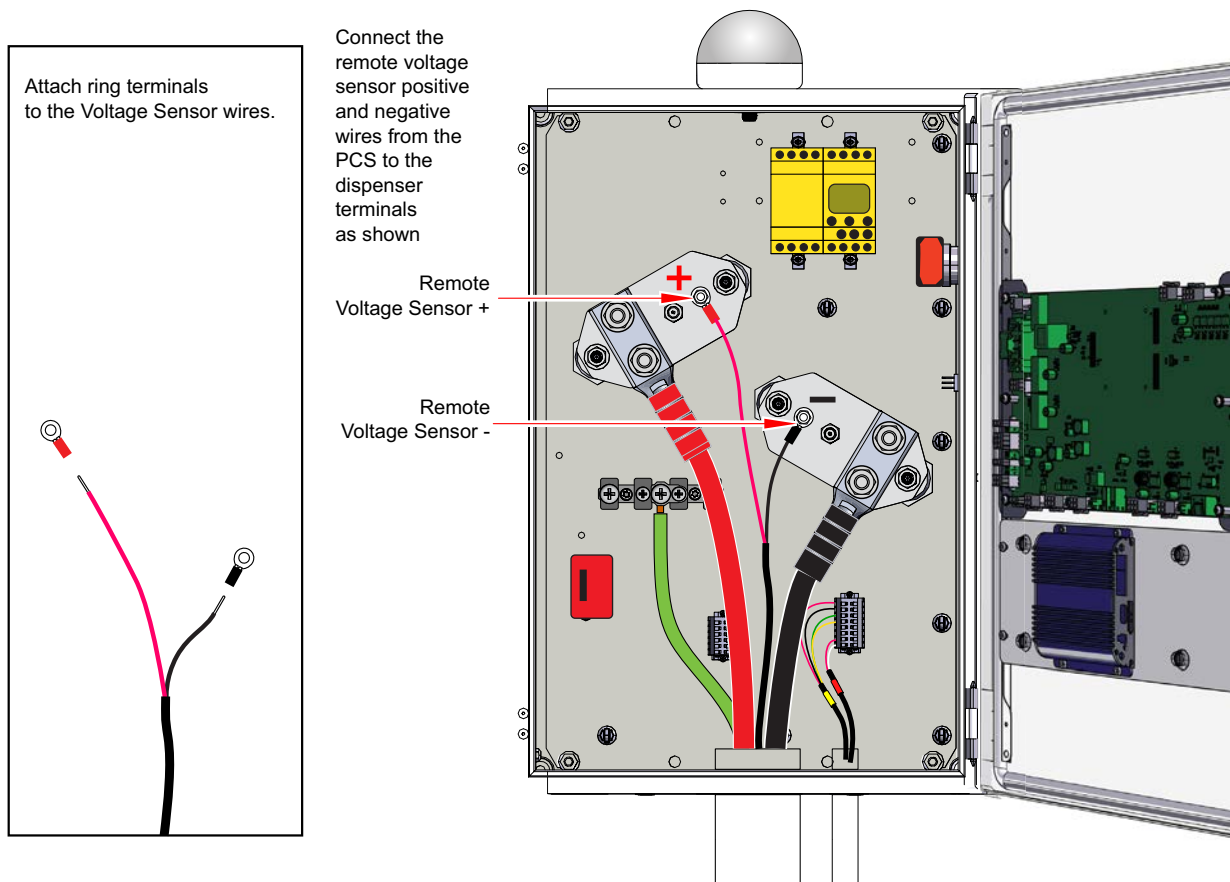


Figure 3-14. Terminating Remote Voltage Sense Wires

IMPORTANT! When terminating the Remote Voltage Sense wiring, ensure that you provide enough service loop in the wiring to allow for future maintenance.

2. Strip the insulation back on each Remote Voltage Sense wire and terminate with a ring-terminal.

3. Working with one wire at a time, recheck the termination point for each wire (checking the wire color and label - Positive/Negative).
4. Remove the nut on the terminal location and insert the wire with ring-terminal onto the stud at the appropriate location in the following order:
 - a. Insert the Remote Voltage Sense Negative wire (black) and secure with nut.
 - b. Insert the Remote Voltage Sense Positive wire (red) and secure with nut.
5. Perform a “tug test” on each wire to ensure a secure connection.

Terminate CCS Cable Wiring in the Dispenser

Connect the CCS Cable Wiring inside the Dispenser as specified below.

1. Loosen the Cord Grip to allow the CCS Cable to be routed into the Charging Dispenser enclosure.
2. Route the CCS Cable through the Strain Relief and Cord Grip into the Charging Dispenser enclosure.
Note: Ensure the CCS Cable is inserted far enough into the enclosure to allow all the cables and wires to be properly terminated.
3. Tighten the Cord Grip to secure the CCS cable in position.
4. Strip the wires on the Ground Cable, Positive Cable, and Negative Cable.

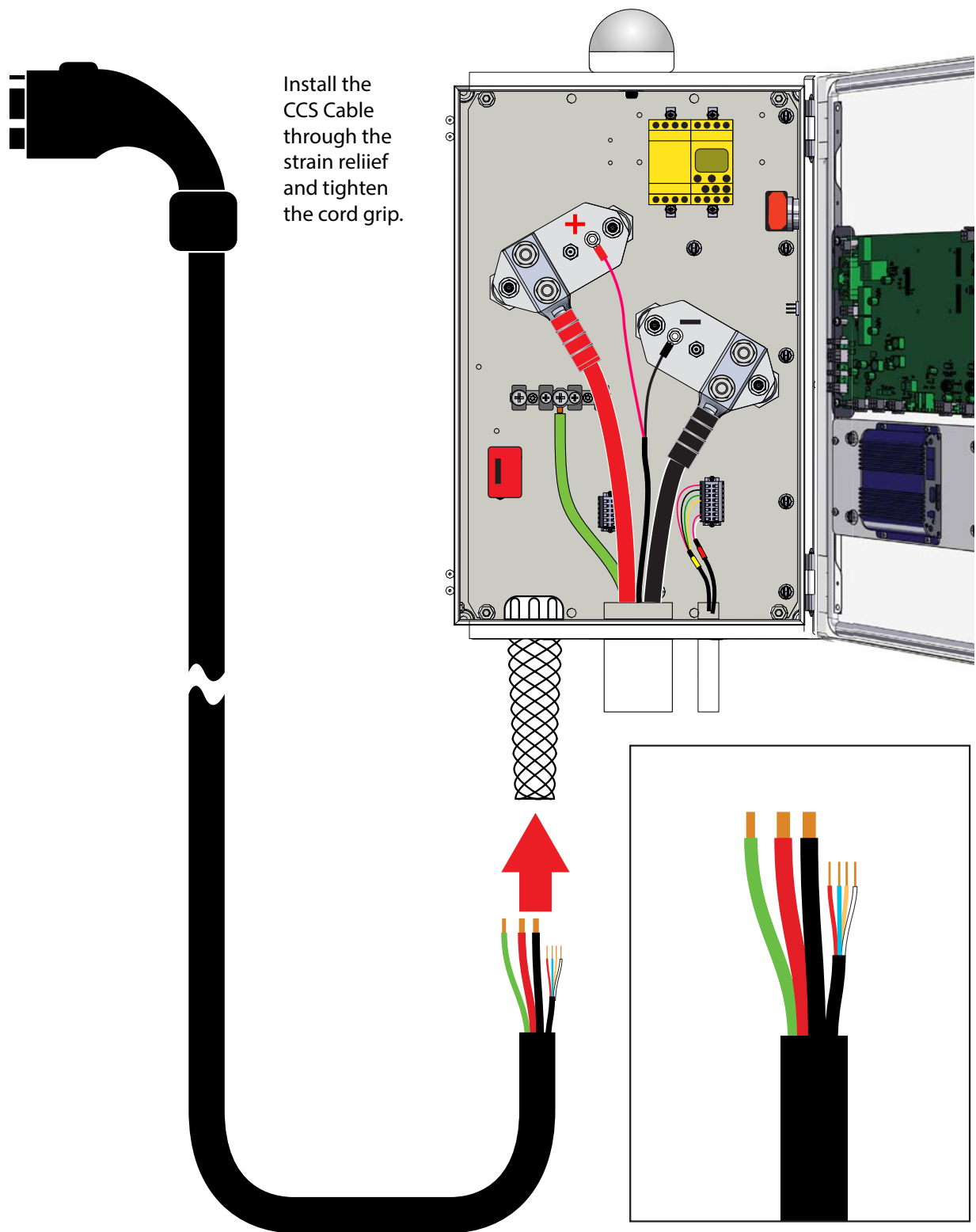


Figure 3-15. Routing the CCS Cable into the Dispenser Enclosure

5. Remove the Terminal Grounding Bar cover.
6. Using a #2 Phillips head screwdriver, loosen the retaining screw that will secure the Ground Cable to the Terminal Grounding Bar.
7. Route the incoming CCS Ground Cable to the left-side termination point of the Terminal Grounding Bar.
8. Insert the PCS Ground Cable into the Terminal Grounding Bar as shown and tighten the retaining screw to hold the cable in place.
Torque the retaining screw to 45 in-lb and perform a “tug test” to ensure a secure connection.

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

Loosen the Ground Bar screw with a phillips screwdriver.

Insert Ground wire from the CCS cable into the Ground Bar and tighten screw to secure cable.

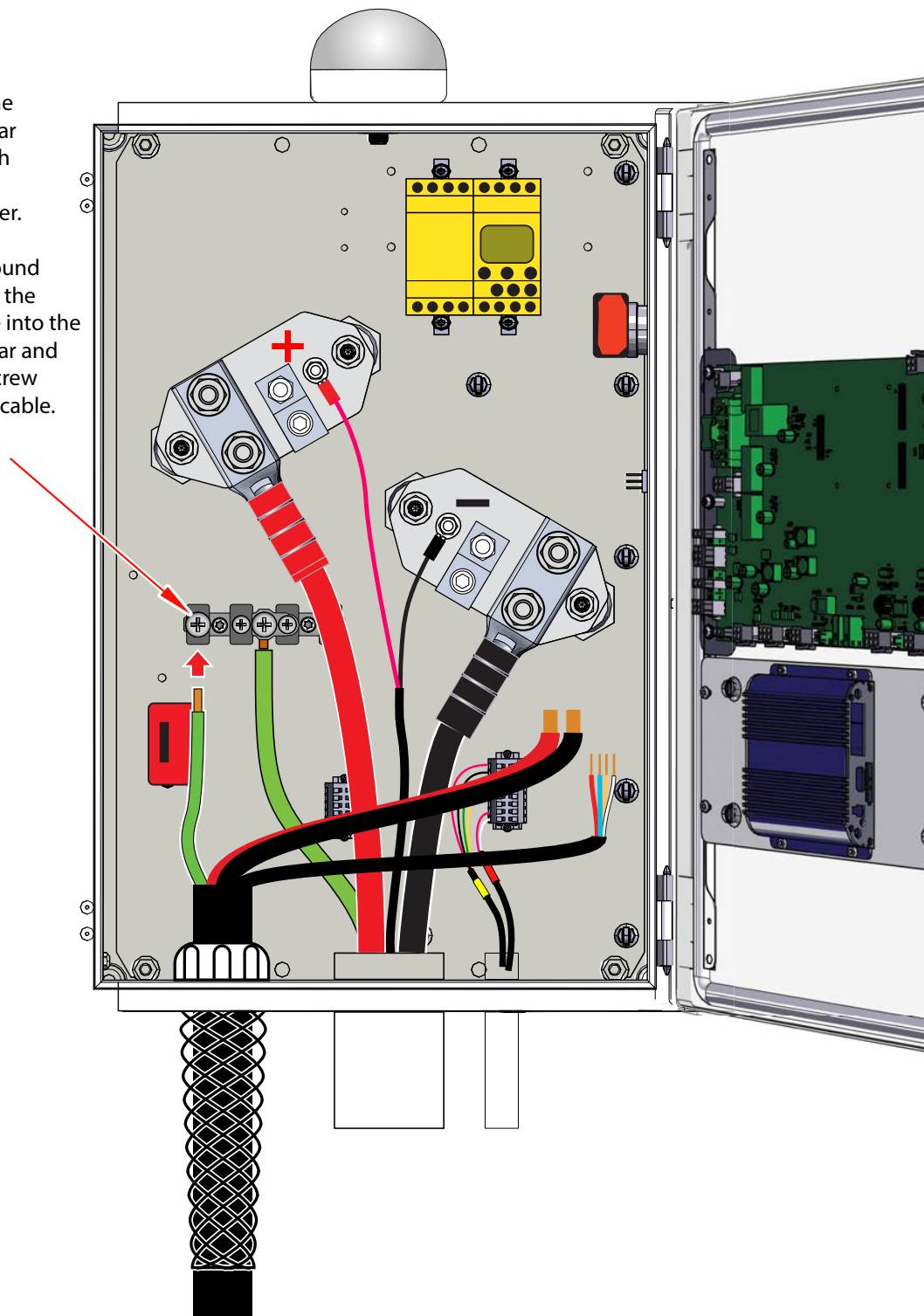


Figure 3-16. Terminate the CCS Ground Cable

9. After verifying both Ground connections are secure, reinstall the Terminal Grounding Bar cover.

10. Using an Allen Wrench, loosen the Negative termination point set screw.
11. Insert the CCS Negative Cable into the Terminal as shown and tighten the retaining set screw to hold the cable in place. **Torque the retaining screw to 65 in-lb and perform a “tug test” to ensure a secure connection.**

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

12. Using an Allen Wrench, loosen the Positive termination point set screw.
13. Insert the CCS Positive Cable into the Terminal as shown and tighten the retaining set screw to hold the cable in place. **Torque the retaining screw to 65 in-lb and perform a “tug test” to ensure a secure connection.**

IMPORTANT! Ensure that no cable insulation is pinched between mating surfaces. Also, correctly identify the cable using colored electrical tape, wire labels, or both.

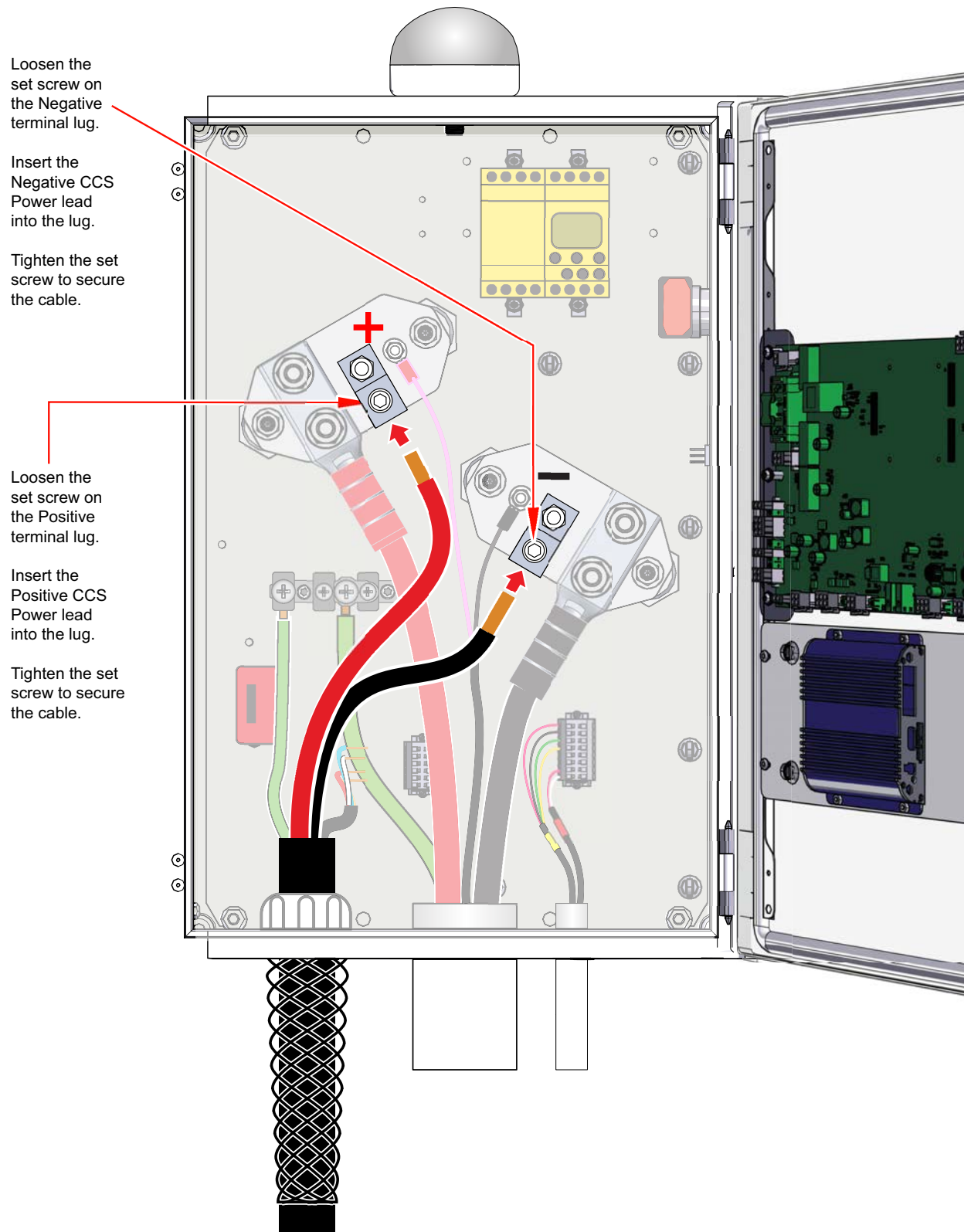


Figure 3-17. Terminate the CCS Negative and Positive Cables

14. Route the remaining wires to the Terminal Block located near the bottom center of the Dispenser enclosure.
15. Strip each wire in preparation for terminating on the terminal block.
16. Insert a small screwdriver into the terminal block lock release slot and insert the wire into the terminal strip at the appropriate location, and then remove the screwdriver to lock the wire in place, in the following order:
 - c. Connect the Pilot wire to Terminal Strip Pin 1
 - d. Connect the Proximity wire to Terminal Strip Pin 3
 - e. Connect the Temp High wire to Terminal Strip Pin 5
 - f. Connect the Temp Low wire to Terminal Strip Pin 6
17. Perform a “tug test” on each wire to ensure a secure connection.

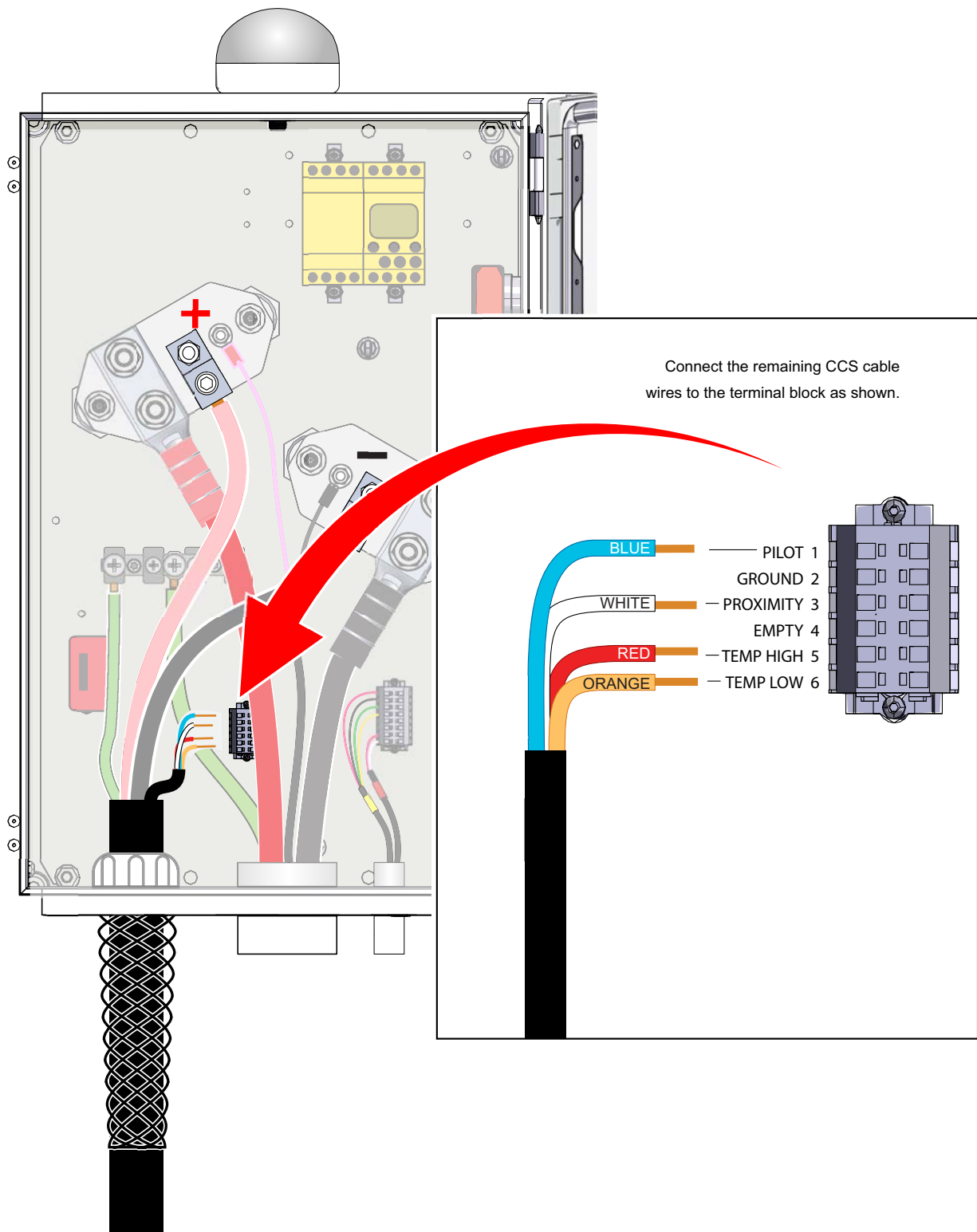


Figure 3-18. Terminate the CCS Signal Wires

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Electric Bus Charger Installation

Park City, Utah

Project Manual

Bidding Documents, Requirements
And Specifications

October 2018

Park City Municipal Corporation

P.O. Box 1480
Park City, Utah 84060
435-615-5203



Advertisement for Bids

Park City Municipal Corporation, Electric Bus Charger Installation project located at 1053 Iron Horse Drive, Park City, Utah. Sealed bids for the construction must be received by Dave Gustafson, Project Manager, Park City Municipal Corporation, at the Office of Sustainability, 445 Marsac Avenue, Park City, Utah 84060, **by 4:00 p.m. local time**

Thursday October 18, 2018, and then at 4:05 p.m. that same day and place will be publicly opened and read aloud.

The work consists of asphalt cutting, trenching and laying conduit for a future RMP provided transformer from Iron Horse Drive to the Transit Bus Barn on property; installation of owner provided switch gear, CTE, MDP and step down transformer; and trenching from CTE to the interior of the Bus Barn where the MDP and transformer will be installed. From the MDP, conduit will be run underground to seven (7) owner provided, 66kw bus chargers. Details for the rest of the installation will be provided to interested bidders. The work will be required to be completed by December 21, 2018. Bids will be in accordance with the Specifications as prepared for the project by Spectrum Engineering, Inc. Bidding documents may be obtained from Park City Municipal Corporation, Sustainability Office only via email request to Dave Gustafson at dgustafson@parkcity.org. A Bid Bond in the amount of five percent (5%) of the total bid is required. Specifications are currently on file and may be viewed at the Park City Municipal Sustainability Office. The successful bidder will be required to furnish performance and payment bonds in the amount equal to 100% of the contract price. **There will be a mandatory pre-bid meeting Friday October 12, 2018, at 10:00 a.m. at the Park City Transit Bus Barn, 1053 Iron Horse Drive, Park City, Utah 84060. Direct all questions concerning the project in writing to Dave Gustafson, Project Manager, Park City Municipal Corporation, 445 Marsac Avenue, P.O. Box 1480, Park City, Utah 84060, by 3:00 p.m., Monday October 15, 2018, via email to dgustafson@parkcity.org.**

In the absence of the Project Manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason and to waive any minor irregularities in any proposal.

INSTRUCTION TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. Bidder – the individual or entity who submits a Bid directly to Owner.
- B. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. Successful Bidder – the lowest responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualification to perform the Work, each Bidder must be prepared to submit upon Owner's request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for below or as required by Owner. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualifications prior to award of the contract. The General Contractor and all Sub-Contractors must have appropriate contractor licenses.

The Owner reserves the right to not award a contract to a bidder whose firm and project superintendent have not been in the road and utility contracting business for at least three (3) years and have not satisfactorily completed at least two (2) projects in each of the following categories:

- A. Projects similar in size and complexity to this project.
- B. Projects involving the re-construction of stairways, buildings or public roadway and utilities.

Submit a list of completed projects by the contractor of similar size and scope with contract information. Include a list of the name of the proposed subcontractor with similar experience for three (3) years on the sheet provided.

4. **EXAMINATION OF BIDDING DOCUMENTS AND SITE**

- 4.01 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, State, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.
- 4.02 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof. Additional information may be obtained from utility providers.
- 4.03 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies, and obtain any additional information and data which pertain to the existing conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.04 Upon request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- 4.05 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures required by the construction plans are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.06 The submission of a Bid will constitute an incontrovertible representation by bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and such means, methods, techniques, sequences, or procedures of construction as may be indicated in; or sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

5. **INTERPRETATIONS AND ADDENDA**

- 5.01 **All questions about the meaning and intent of the Contract Documents shall be directed in writing by 3:00 p.m., October 15, 2018, to Dave Gustafson, Project Manager, Park City Municipal Corporation, via email to: dgustafson@parkcity.org.** Interpretations or clarifications considered necessary by PCMC/Project Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by PCMC/Project Manager as having received the Bidding Documents. Questions received less than two (2)

days prior to the date for opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.02 Addenda may also be issued by Park City Municipal Corporation to modify the Bidding Documents and Park City Municipal Corporation reserves the right to change any dates or deadlines related to the bid submittal process.

6. **BID SECURITY**

- 6.01 Each Bid must be accompanied by Bid Security made payable to owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a Bid Bond issued by a surety.
- 6.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within Thirty (30) days after the Notice of Award, Owner may annul the Notice and Award and the Bid security of the Bidder will be forfeited. The Bid security of other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the effective date of the Agreement or the forth-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. **CONTRACT TIME**

The substantial completion date shall be by no later than **December 17, 2018**. The final completion date shall be no later than **December 21, 2018**.

8. **LIQUIDATED DAMAGES**

There is a provision for liquidated damages are set forth in the Construction Agreement. Contractor agrees to pay One Hundred Dollars (\$100) per day and shall initial this provision on the Construction Agreement with PCMC.

9. **SUBSTITUTE OR "OR-EQUAL" ITEMS**

The contract, if awarded, will be on the basis of materials and equipment described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

10. **SUBCONTACTORS, SUPPLIERS, AND OTHERS**

A LIST OF ALL Subcontractors whom the Bidder will use to complete the work must accompany the Bid. The Owner reserves the right to accept or reject proposed Subcontractors. If a proposed Subcontractor is rejected, Contractor shall submit a substitute acceptable to the Owner and without an increase in Bid price.

11. **BID FORM**

11.01 The Bid Form is included with the Bidding Documents.

11.02 All blanks on the Bid Form must be completed in ink or by typewriter.

11.03 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.04 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.05 All names must be typed or printed below the signature.

11.06 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.07 The address and telephone number for communications regarding the Bid must be shown.

11.08 Bidders must complete all schedules and all alternates included in the Bid Form. Failure to do so shall make the Bid non-responsive.

12. **SUBMISSION OF BID**

Bids shall be submitted to Dave Gustafson, Project Manager, Park City Municipal Corporation, Office of Sustainability, 445 Marsac Avenue, Park City, Utah 84060, by **4:00 p.m. local time, Monday, October 18, 2018**, and then at 4:05 p.m. that same day and place will be publicly opened and read aloud. Bids shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Prospective Bidders are furnished one (1) copy of the bidding Documents with Bid Form and Bid Bond included. The Bid Form is to be completed and submitted with Bid Security. Proposals lacking required information will not be considered.

13. **MODIFICATION AND WITHDRAWAL OF BIDS**

13.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

- 13.02 If, within twenty-four (24) hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

14. **OPENING OF BIDS**

Bids will be opened at the time and place indicated in the invitation for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

15. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid Opening, but Owner may in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. **AWARD OF CONTRACT**

- 16.01 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid or any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. Proposals lacking required information will not be considered responsive.
- 16.02 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Qualifications shall be submitted by the Apparent Low Bidder, if requested by the Owner, within three (3) days of the issuance of the request by the Owner. For Contracts under the amount specified by State code, if the bid of a nonlocal bidder is lowest and there was a local bidder who also submitted a bid which was within five percent (5%) of the low bid, then the contract shall be awarded to the local bidder if the bidder agrees in writing within forty-eight (48) hours after being notified of the low bid, that the bidder will meet the bid price while the bidder meets all the prescribed requirements set forth in the bid documents. If there are more than two (2) local bidders who are within five percent (5%), then the contract shall be awarded to the local bidder which had the lowest original bid according to the procedure above.
- 16.03 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations are submitted as evidence of Contractor's project qualifications.

- 16.04 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.05 The award of contract is subject to approval by the Park City Council. The anticipated City Council date of approval is **October 23, 2018**.
- 16.06 The Owner intends to issue one contract for the work. The Owner reserves the right to award only the Base Bid as included in the Bid Form.
- 16.07 At its option, the Owner may include the Additive Alternate item(s), if any, which are listed in the Bid Form, in the Agreement.
- 16.08 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid Opening. The successful bidder will be required to enter into Park City's standard Construction Agreement in a form approved by the City Attorney. A draft of the standard agreement is attached hereto as Exhibit "A" and made a part hereof. The ability to comply with Park City's standard Construction Agreement is a minimum requirement for qualified bidders.
- 16.09 All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended."
- 16.10 Important Dates:
- | | |
|---------------------------|-------------------|
| Mandatory Pre-bid Meeting | October 12, 2018 |
| Questions due | October 15, 2018 |
| Bids due | October 18, 2018 |
| Council Approval | October 23, 2018 |
| Construction Begins | October 29, 2018 |
| Final Completion | December 21, 2018 |

Park City Municipal Corporation reserves the right to change any dates or deadlines related to the bid submittal process.

17. **CONTRACT SECURITY AND INSURANCE**

Section 2 of the Construction Agreement sets forth Owner's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such Bonds.

18. **SIGNING OF AGREEMENT**

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement, with all other written Contract Documents attached. Upon execution by Owner, Owner shall deliver one (1) fully signed counterpart to Contractor.

19. **NONDISCRIMINATION IN EMPLOYMENT**

The Successful Bidder will be required to comply with the requirements of Executive Orders 11246, 11375, and 11701, of the Fair Labor Standards Act of 1938 as amended, including Sections 6,7, and 12 and regulations and orders issued under Section 14 thereof.

20. **EXPLANATION OF ADDITIVE BID ITEMS**

The intent of Additive Bid Items in the Bid Schedule is to allow the Owner, if items are encountered, to pay for said items in accordance with established bid prices. These items shall be added to the contract in the event that they are deemed necessary by the Engineer to complete the work outlined in the Contract Documents. All Bidders are required to submit a bid price for additive items.

21. **QUALITY CONTROL**

Park City Municipal Corporation Representative, Project Manager, Project Engineer and staff, or other municipal representative shall be allowed access to the project at all times for quality control inspection.

BID FORM

PROJECT IDENTIFICATION: **Electric Bus Charger Installation**

THIS BID IS SUBMITTED TO: **Park City Municipal Corporation**
 PO Box 1480
 445 Marsac Avenue
 Park City, UT 84060

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within thirty (30) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the Following Addenda (receipt of all of which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents. Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - c. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance for furnishing of the Work and Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations,

explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data with respect to said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
 - g. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder will complete the Work for the unit and lump sum prices as shown on the Bid Schedule and Detailed Specifications. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price. Final payment will be based upon actual quantities installed.
5. The Project Completion Date shall be as stated on the Bid Form and the executed Construction Agreement. **The substantial completion date shall be by no later than December 17, 2018. The final project completion date will be no later than December 21, 2018.** The successful bidder, simultaneously with the execution of the Construction Agreement, will be required to furnish Performance and Payment Bonds in the amount equal to one hundred percent (100%) of the contract price, and said bonds shall be secured from a company satisfactory to Park City Municipal Corporation. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- a. Required bid Security in the Form of a Bid Bond.
- b. Proposed Subcontractor list.
- c. Contractor Qualification Sheet.

7. Communications concerning this Bid shall be addressed to:

The address of bidder below:

Name of Contractor_____

Contact Person_____

Address_____

City, State, Zip_____

Telephone_____

Fax #_____

E-mail_____

8. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents, he/she may submit to the Engineer written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be delivered to each person receiving a set of documents. Neither the Owner nor the Project Manager or Project Engineer will be responsible for any other explanations or interpretations of the proposed documents.

9. The following documents are required to be submitted with the Bid:

- a. List of Proposed Subcontractors
- b. Contractors Qualification Sheet
- c. Bid Bond
- d. Contractor license

10. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63G-2-309, as amended."

11. The Construction Agreement will prevail in all cases, followed by Specifications, Special Provisions, and General Conditions.

BASE BID:

The comprehensive, lump sum cost to complete the project as stated in the contract documents.

The substantial completion date shall be by no later than December 17, 2018. The final project completion date will be no later than December 21, 2018.

The Base Bid will consist of:

1. All work shown on the Drawings, and described in the Specifications, according to the Advertisement for Bids, the Instruction to Bidders, and the General Project Requirements.

BASIC BID TOTAL

_____ Dollars (\$_____)
(If there is a conflict between the written and numerical amount, the written amount shall supersede)

The undersigned, in compliance with your invitation for bids for the Electric Bus Charger Installation project, in Park City, Utah, having examined the Drawings and Specifications and related Documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby offer to furnish all labor, materials and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

SUBMITTED ON _____, 2018.

Utah Contractor's License Number _____

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Individual's Name)

_____(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____ (Corporate Seal)
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

REFERENCES

NAME OF PROJECT	DOLLAR AMT OF PROJECT	OWNER REFERENCE (NAME AND TELEPHONE NO.)	COMPLETION DATE

EXHIBIT "A"
CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City, UT 84060, a municipal corporation of the State of Utah (hereinafter "City"), and _____, which is a _____ (Insert state of incorporation) _____ (insert either "corporation" or "limited liability company"), whose post office address is _____, (hereinafter "Contractor").

PURPOSE: For the project known as the (project name) (hereinafter "Project"), which consists of (brief description of work and address).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates: _____, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the _____ Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

- C. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

Park City Municipal Corporation shall be named as an additional insured on general liability and auto liability insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed (**insert amount, in words**) (**\$ numerically**) ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

- A. **RETAINAGE.** The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the

City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by <<insert date>>. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00), (Contractor Initials)** which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City

will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this Agreement;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D. If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries.
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots.
- C. Non-mechanized exterior painting on individual single-family residences.
- D. Non-mechanized landscaping on individual single-family residences.
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his designee:

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, and large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project;
and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in

setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Contractor will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

C. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is _____, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: _____, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

INSERT CONTRACTOR NAME

Address:

Address:

City, State, Zip:

Utah Contractor License No.

Tax ID#: _____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Triple Crown Sports (TCS) Date Change Request for 2019 and Resolving a Calendar Conflict between Triple Crown and Additional Events for 2020, in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Triple Crown Date Change Request and Event Conflict Resolution Staff Report](#)

[Exhibit A: 2017 Triple Crown Agreement with Redlines](#)

[Exhibit B: Triple Crown Sports Contract 2018-2022](#)

[Exhibit C: Transportation Study - Event Weekends with Lodging RevPAR and Calendar](#)

City Council Staff Report

Subject: Triple Crown Date Change Request & Event Conflict Approval
Author: Jenny Diersen, Special Events & Econ. Dev. Program Manager
Department: Special Events & Economic Development
Date: October 23, 2018
Type of Item: Legislative

Recommendation

Staff recommends Council consider:

1. Approving a Triple Crown Sports (TCS) date change request for 2019 and resolving a calendar conflict between Triple Crown and additional events for 2020 (Ex. B).
2. Approval of the Extreme Soccer Tournament on the same weekend as Arts Festival in both 2019 and 2020 (the TCS date change necessitates this action).

These approvals are contingent upon approval of a final supplemental/operations plan for each event.

Background

Staff pursued numerous alternatives to the calendar conflicts, such as working with each applicant and jurisdictional and community partners (Basin Recreation, Park City School District, etc.). At this time, and contingent on final ops/supplemental plans, staff finds that TCS and Extreme Cup can occur with minimal conflicts, as identified in Section [4-A-2-5](#) of the City's Special Event Code. Such findings come after reviewing lodging occupancy and average daily rate (revpar), transportation demands (Exhibit C), and further coordination with applicants on field programming, transportation, and parking mitigations.

In 2019 and 2020, the TCS conflicts with Extreme Cup for use of the same venues and facilities. The tournaments require jurisdictional coordination at a State and County level. While the TCS contract was approved by Council on November 16, 2017, the dates in the staff report were accidentally incorrect. As a result, the contract (Ex. A) was not executed as staff attempted to renegotiate and minimize disruptions to TCS and the event calendar. Fortunately, the Chamber, TCS and staff worked to proceed and uphold parameters of the original contract in good faith for the 2018 event.

Staff worked diligently to find a mutually agreeable solution to the date conflict, and recommends continuing to accommodate both sporting events for both 2019 and 2020. Both sporting events have important economic and community benefits. Though many options were explored, none have less overall impact than moving the Extreme Cup to the Arts Festival weekend (before 2016 these events have operated on the same weekend). Some exhausted options included: TCS & Extreme Cup sharing facilities; requesting TCS pick another weekend; and asking Extreme to find a new date. Fall is an important time of year for planning and marketing the 2019 event calendar, so it is important to address this date conflict as soon as possible.

1. **Kimball Art Center implication:** [Section 5.2 of the KAC's City Service Contract](#) states, "... The City will issue no other Special Festival licenses during the dates of the festival until the KAC has provided a recommendation on the effects other

events may have on the festival. The Park City Council will take into consideration the recommendations of the KAC in their decision to either approve or deny any other event applications."

- KAC recommends not permitting another event concurrent with the Festival. However, they are willing to accept it for two years to be a good community partner and with some operational concessions, including:
 - Reduction or elimination of soccer games at the High School on Friday evening and Saturday;
 - Enhanced wayfinding and parking management at the school campus for each event;

2. Extreme Cup implication: Similar to International Cycling Union (UCI), the Utah Youth Soccer Association (UYSA) has a regimented calendar and made significant efforts two years ago to move their tournament's dates away from the Art Festival to better help City staff mitigate compounding event impacts. This was helpful when negotiating the Art Festival's new City Service Agreement.

- UYSA calendar adjustments create conflicts with other jurisdictions across Utah. UYSA's application deadlines are this week, and the Park City Extreme Cup has applied to move their dates in 2019 and 2020 at our request (Arts Festival weekend).
- The date change is currently under-review. Note: While Extreme Cup is willing to move and accommodate further mitigation, such as ensuring games are not played at High School field during Arts Festival, this is the second time Extreme Cup has had to move due to conflicting events. UYSA will not be able to require other soccer tournaments in the state to move off the weekend.

Recommendation & Alternatives

1. Recommended Alternative: Staff recommends Council consider:

1. Approving a Triple Crown Sports (TCS) date change request for 2019 and resolving a calendar conflict between Triple Crown and additional events for 2020 (Ex. B).
2. Approval of the Extreme Soccer Tournament on the same weekend as Arts Festival in both 2019 and 2020 (the TCS date change necessitates this action).

These approvals are contingent upon approval of a final supplemental/operations plan for each event.

Pros:

- a. Accommodates the needs of each event, and the impacts can be mitigated based on data and analysis of each event.
- b. May create additional opportunities for Arts Festival and Extreme Cup to collaborate on transportation and sustainability mitigation.
- c. Change in calendar creates a quieter/local event weekend during peak summer calendar immediately following 4th of July Celebration.

Cons:

- a. Requires an existing event, Extreme Cup, to move to Arts Festival weekend, which is a busy time in the community with regards to transportation and public safety impacts.

- 2. Denial of TCS Date Change Alternative:** Uphold the dates as reflected the in TCS contract approved on November 16, 2017. Extreme Cup would be held on the same weekend (weekend before Arts Festival). There would be no conflict in 2019, but the conflict would still occur in 2020. Staff would return at a future date to address the 2020 conflict. It is likely that TCS would not be able to move dates and may be reduced to only one week in 2019. There are significant negative impacts to TCS and Extreme Cup as a result of this alternative. Staff does not recommend this action.

Pros:

- a. Extreme Soccer and Arts Festival events would not conflict in 2019.

Cons:

- a. There may be other implications, such as claims of foregone revenues or other financial or intellectual damage claims from TCS.
b. Change of dates does not allow for a quieter local weekend during peak season after 4th of July Celebration.
c. Staff would need to return at a subsequent Council meeting to address 2020 conflict with Extreme Cup.

- 3. Denial of Extreme Soccer Alternative:** Approve TCS change of dates, and deny Extreme Cup to occur on same weekend as Arts Festival. Staff does not recommend this alternative.

Pros:

- a. Extreme Cup would not be held the same weekend as Arts Festival.

Cons:

- a. Extreme Cup would forego as much as \$100,000 per year and have severe impacts on the local soccer club's operations, and many local children participate and benefit from the success of this tournament.

Funding

Staff recommends working with applicants and may explore additional opportunities in City Services for additional transportation mitigation or parking management. Doing so would be approved through each event's supplemental plan approvals and may require additional City Service costs.

Previous Staff Reports

<u>Date</u>	<u>Item</u>
July 7, 2011	Triple Crown Sports Master Festival License & City Services Agreement
October 12, 2017	Triple Crown Sports Contract Negotiations / Minutes (p. 2 - 5)
November 16, 2017	Triple Crown Sports Contract Approval Report (p. 204) including draft TCS Contract (p. 212 to 237) / Minutes (p. 5 - 6)

Attachments

- A Requested Redlined TCS Contract Changes
B TCS New DRAFT Contract for Approval
C Lodging Occupancy, RevPar, and Transportation Study & Event Calendar

**LEVEL 3 SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT
BETWEEN PARK CITY MUNICIPAL CORPORATION & TRIPLE CROWN
SPORTS**

This Level Three Special Event Permit and City Services Agreement is entered into as of _____, 2017, between Park City Municipal Corporation, a political subdivision of the State of Utah, ("Park City" or "City"), and Triple Crown Sports, a Colorado corporation, ("TCS").

RECITALS

WHEREAS, TCS has staged the Triple Crown Girl's Youth Fast Pitch and Boy's Baseball World Series, (the "World Series") in Park City under the regulation and authority of annual special event permits issued by Park City;

WHEREAS, Park City and TCS wish to enter into a contract establishing Park City as the World Series headquarters, maximize planning efficiencies, pool resources, and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, TCS, desires to use certain facilities owned or controlled by Park City and to obtain certain municipal services, fee waivers, and other financial and non-monetary assistance from Park City and others as appropriate in connection with the Market, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with TCS to implement additional closures of Main Street, perform marketing and event management services, and to make substantive changes to the transportation plan and parking management plan as specified pursuant to the terms herein;

WHEREAS, Park City is authorized by Section 11-2-2 of the Utah Code Annotated to provide for and appropriate funds and services for athletic sports and festivals for public, governmental and municipal purposes;

WHEREAS, pursuant to Sections 10-8-2(1) and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is for a corporate purpose consistent with the 2014 Park City General Plan, particularly Tourism Economy, Economic Diversity, and Climate Adaptation Goals, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city; and

WHEREAS, Park City, in conjunction with the Park City Chamber/Bureau, reviews the direct economic benefit of the World Series Event to Park City on an annual basis. The City Council also finds that, in addition to the services contracted for herein, the World Series' annual direct economic impact to Park City equals or exceeds each annual current fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Event create

an additional overall positive economic, artistic and quality of life impact on the City, its residents and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

AGREEMENT

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and TCS mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified at Exhibit A of this Agreement and each World Series in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the World Series event. Park City and TCS agree that the purpose for cooperation and flexibility is the successful operation of the World Series. Both parties understand that plans may change, and are subject to final approval by the City Council.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and TCS with respect to the Use Areas and the other items covered by this Agreement. The parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with the World Series. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Supplemental Plans for the 2017 World Series are incorporated within this Agreement and changes that promote the efficient and successful operation of the World Series may be considered. Failure to agree on changes to the Supplemental Plan will result in use of the existing Supplemental Plans. Any substantial changes in material terms, as determined by City staff, shall require an amendment to this Agreement and City Council approval. The City Council reserves full authority to approve or reject changes in accordance with Title 4A (as amended) and any other applicable ordinances.

1.3 TCS General Responsibilities. In addition to the responsibilities of TCS set forth in the balance of this Agreement, TCS is responsible for the timely submission to City of all annual plans related to the World Series, and producing and providing all official information related to the World Series to the City.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to TCS or its designee by May 1 of each year all

official Park City information relevant to the World Series and the Use Areas, and promoting positive support for Park City's involvement in the World Series and the opportunities provided thereby. Park City shall cooperate with TCS by using its best efforts to notify TCS of any pending City ordinance changes or City right of way projects which could have a negative impact on TCS and its sponsorship relationships.

B. TERM AND LEASE OF USE AREAS DURING USE PERIODS.

2. Term. TCS hereby agrees to hold the 2018, 2019, and 2020 World Series in Park City. Accordingly, this Agreement shall be effective from November 16, 2017, until the last day of November, 2020.

2.1 Dates of World Series. The dates of the World Series shall be held on the following dates:

July ~~8 through 22~~, 2018 9-21
July ~~7 through 21~~, 2019 15-27
July ~~12 through 26~~, 2020 13-25

3. Grant of Lease. Park City hereby grants to TCS and its designees and assigns, and TCS hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described on Exhibit A along with the use of all available utilities, services, and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and TCS with respect to the Use Areas is that of landlord and tenant, and may be further defined by Lease Agreement. However, the Lease Agreement shall not conflict with this Agreement or any Exhibit attached hereto. Park City makes no express or implied warranties regarding the Use Areas and TCS hereby acknowledges it has inspected the Use Areas and accepts the Use Areas "AS IS."

3.1 Park City and the Park City School District hereby acknowledge and agree that they are parties to a lease agreement dated November 8, 2007 which grants certain rights to Park City to use the Park City School District recreation fields, including those identified in Exhibits A through D herein (the "School Agreement"). The parties hereto enter into this Agreement subject to the School Agreement between Park City and the Park City School District and further agree that any such use of School District's property shall be subject to the priority granted to the School District pursuant to the School Agreement that any use by the School District for educational purposes shall have priority in scheduling over any other use. By signing this Agreement, the Park City School District agrees that the occupancy and use right granted by Park City to TCS via this Agreement are consistent with an in compliant with the terms of the School Agreement and that no further approval thereof by the Park City School District Board is required.

4. Exclusive or Shared Use. The Use Areas include areas where TCS has Exclusive Use and areas where TCS has Shared Use, as indicated on Exhibits A through D. All Park City personnel who require access to Shared Use Areas during the applicable Use Periods shall be subject to.

SUBJECT TO WHAT?

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and TCS shall cooperate to arrange times that TCS and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing, and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage, and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

4.2 Lawful Use. During the applicable Use Periods, TCS will not use, operate, or maintain the Use Areas improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. TCS may (but shall not be obligated to) use of the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City Approval, for the purposes indicated on Exhibit A through D; including for the moving in and out, and the construction, erection, and staging of decorations, trash, recycling, and other temporary facilities and installations and other temporary improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs, and other merchandise to persons attending the World Series; for advertising, marketing and promotion; and for any other purpose related to the World Series.

4.4 Rights to License. TCS shall, during any applicable Use Periods of Exclusive Use, have the express, sole and exclusive right to sell (or give away) or license the right to sell (or give away) any food & beverage with the exception of any currently approved and binding written contract for these services agreed upon between ~~PCMC~~ and a third party, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any Person in or on the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, TCS shall not be released for its obligations hereunder.

4.5 Restoration. TCS shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, TCS shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to TCS all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for TCS to operate such facilities pursuant to this Agreement. TCS shall

remain responsible for any building or other permits necessary for its temporary improvements or food operations.

5.2 Special Event Permit. The City hereby finds the World Series to comply with the Municipal Code of Park City Section 4A. Upon execution of this Agreement, Park City shall issue to TCS a Special Event Permit that covers all activities of TCS described in this Agreement that may require such a Permit. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval, transportation, security, and waste/recycling plans, and all other required permits, approvals, variances, etc. that may be encompassed by the Special Event Permit for each World Series. TCS will coordinate with the City and any other approved special event applicants to ensure that the impacts of events are minimized to the surrounding community.

5.3 Permits and Licenses Issued by Other Governmental Authorities. TCS shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses, and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to TCS's use of the Use Areas during the use periods. Park City shall support and cooperate with TCS in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize TCS to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

5.4 Governmental Ordinances. The Special Events Department shall support and cooperate with TCS in obtaining permits as necessary concerning any local, City, County or State ordinances, rules, laws, and regulations to assist TCS in hosting and staging the operations of the World Series and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. As according to the list of Basic City Services below, Park City shall pay for \$50,000 in City Services in 2018, \$40,000 of City Services in 2019, and \$30,000 in City Services in 2020. TCS shall be responsible for paying for any other City Services *that are requested by TCS.*

- a. Up to 20 hours of specific Event Police when ^{*mutually*} determined necessary by the Park City Police Department *and TCS.*
- b. Use of recreation fields as outlined in exhibits A through D.
- c. Maintenance and Field preps as outlined in exhibit E.
 - Full and Partial* a. ~~Full Field Preps~~
 - b. ~~Partial Field Preps~~
- d. Traffic barricades and use of two Variable Message Signs as needed concerning traffic control. *as mutually determined by TCS and Park City.*

- e. Installation of Bracket Board as provided by the Chamber, *if requested by TCS.*
- f. Four (4) sets of City bleachers, including set up and break down, *if requested by TCS.*
- g. Special Events Application Fee
- h. Building Permit Fees
- i. Four (4) rentals of Santy Auditorium, *if requested by TCS.*
- j. Special Use of Public Parking regarding Main Street closure, *if requested by TCS.*

TRIPLE CROWN CITY SERVICES CONTRACT
2016 COST OF CITY SERVICES

TYPE	QUANTITY	COST PER UNIT	TOTAL COST
Police Services	20	\$ 75.00	\$ 1,500.00
Fields	14	\$ 3,450.00	\$ 48,300.00
Trash	78	\$ 33.90	\$ 2,644.20
Restroom Cleaning	1	Contract	\$ 4,650.00
Full Field Preps	78	\$ 91.15	\$ 7,109.70
Partial Field Preps	400	\$ 60.75	\$ 24,300.00
VMS	3	\$ 151.20	\$ 453.60
Parking	72	\$ 16.00	\$ 1,152.00
Bracket Board	7	\$ 23.32	\$ 163.24
Bleachers	28	\$ 53.00	\$ 1,484.00
SE Permit	1	\$ 180.00	\$ 180.00
Building Permits	1	\$ 215.00	\$ 215.00
Room Rental	4	\$ 200.00	\$ 800.00
			\$ 92,951.74

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the World Series. If such adjustments require Park City to provide services which exceed the level or type of City services in the aggregate that Park City is committed to provide in Section 6.1 herein, then such services shall be considered Additional City Services to be paid for by TCS under Section 6.2.

6.2 Additional City Services and Work Order Process.

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City services to be provided by Park City to promote the efficiency and success of the World Series. TCS may request services from Park City in addition to basic City services under this Agreement, either due to quantity, frequency, or type of service requested (collectively, "Additional City Services"). TCS will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead, or wear and tear on any equipment. If such adjustments require providing services which exceed One Hundred and Three Thousand Dollars (\$103,000) then the two parties will meet to negotiate an amendment to this Agreement to address the payment of these additional costs.

and Park City will provide TCS with cost estimates for those Additional City Services before those Additional City Services are performed.

NOT SURE THIS SENTENCE IS NECESSARY?

6.3 City Services Financials.

- (a). Park City agrees to keep accurate books and records of expenditures

related to City Services provided to the Triple Crown Sports. Park City shall provide these financials for City Services for a debrief due by November 1 of each contract year. TCS or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours.

(b). All estimated City and TCS expenses related to City Services must be included in the Supplemental Plan and provided to TCS for review by ~~May 1~~ of each contract year.

*April 1 (IN ORDER TO PREPARE
SUPPLEMENTAL PLAN
DUE APRIL 30)*

6.4 Event Survey. TCS shall conduct a limited survey of the World Series attendees geared at measuring event impact as well as benefit to the local community and economy. Park City will have the right to provide input to said survey and methodology, and changes shall be mutually agreed upon by both parties. TCS will be responsible for any costs to complete this survey.

7. City Representative.

7.1 Event Representative. Prior to and during the Use Periods, Park City shall designate at least one (1) full-time employee to serve as its "City Representative" for the World Series, who shall be the operational liaison between Park City and TCS and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at TCS's request, access to and street closure(s) (if applicable) of the Use Areas is provided to TCS upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to the Supplemental Plan. The City Representative shall generally be Special Events staff for the City, unless otherwise approved in advance by TCS, which approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Departmental Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this Agreement shall be borne solely by Park City. The Management Representative shall, if requested by TCS, assist TCS with the formation of a logistics coordination team.

7.3 Management Meetings. The City Representatives and TCS Event Manager shall confer no later than April 30 annually to review World Series operation, the Supplemental Plan, and the terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved by May 30, unless based upon the facts and circumstance, approval by May 30 is not practical and then the changes shall be approved as soon as possible.

8. Parking and Transportation.

8.1 Transportation Plans. Park City, with coordination from TCS, shall develop and implement plans for traffic control around Main Street as part of the Supplemental Plan to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking, road closings, and any enhanced transit service to off-site shuttle lots and paid parking. Park City shall modify and as necessary expand the public City Transit service, at TCS's sole expense, to meet the increased public demand during the World Series consistent with the purposes of the Agreement and the needs of the public, including patrons of the World Series. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods, and are not to be construed as the provision of "charter" services.

8.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and TCS both agree to support and cooperate with one another if both parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Use Periods.

8.3 Parking Areas. Park City, with coordination from TCS, shall develop and implement plans for parking as part of the annual Supplemental Plans to meet the needs during Use Periods. TCS will help to enforce all parking codes to reduce illegal parking and allow for emergency access at all use facilities. This may include providing staff to monitor parking lots to ensure compliance. Written permissions may be required in order to use private lots located near playing facilities. It is TCS responsibility to gain permission and fulfill all commitments associated with any private parking lot use agreements. Furthermore, TCS shall make an effort to reduce parking impacts in neighborhoods that are adjacent to Use Areas.

D. TCS SERVICES.

9. TCS Obligations. As consideration for the City support herein, TCS agrees to the following:

9.1 Approval of Event Dates. TCS agrees to annually submit any changes or modifications to the dates of the World Series to Park City for review and approval.

9.2 Park City Venues. Park City shall be recognized as the headquarters of the World Series. Every effort will be made by TCS to prioritize the Park City and Summit County lodging and facilities to fulfill utilization and expand the World Series outward from there. The presentation for the World Series on the website, mailings, and phone communication to the teams will be directed at the Park City lodging community as a priority. Both parties acknowledge that the World Series may grow and evolve over the course of this agreement.

9.3 Scheduling. TCS shall schedule no more than 120 teams per week in the World Series, unless other facilities are used throughout the region. The World

Series requires two (2) weeks of play, and shall coordinate with Park City to ensure the use of local play. The parties shall mutually determine which field can be programmed for local play.

9.4 Public Relations – Press Releases and Promotional Materials.

TCS shall include a reference to “Park City, Utah” in all press releases made and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the HPCA promoting Park City, Utah, generally. TCS agrees ^{to promote in} ~~to aggressively World Series residents and visitors to attend the World Series on Main Street~~ Park City, Utah, using the following mechanisms:

- A. www.triplecrownsports.com;
- B. Direct mail program with extensive nation-wide database;
- C. Telemarketing;
- D. On-site event promotions; and
- C. Promotions at existing Championship events.

REALLY?

9.5 Cooperation with Chamber Bureau and Business Associations. TCS

and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

9.6 Fundraising Events. TCS shall hold fundraising events at the World Series to benefit the capital improvements of facilities and Park City youth programs.

9.7 Responsibility. TCS acknowledges that noise levels and crowd control are TCS responsibility and that if this World Series violates the noise requirements as stated in the Municipal Code, TCS is liable. As per the municipal code, TCS may request a variance to noise requirements annually as part of the supplemental plans.

9.8 Responsible Conditions. TCS acknowledges that Park City can still impose reasonable conditions as the World Series changes. Annually TCS shall report the following:

- a. Attendance – average attendance targets shall be established and verified annually by staff and TCS to monitor growth of the event.
- b. Traffic Impacts – Work with Park City to review and create an incentive program for attendees that take alternative modes of transportation. TCS and Park City will determine a traffic baseline, and provide plan to lessen vehicle impacts annually.
- c. Sustainability Efforts and Impacts – Work with Park City on reduction of the World Series’s carbon footprint. TCS shall:
 - Identify ^{a staff member on site} ~~position~~ that will, in coordination with the City, be in charge of managing waste, recycling and sustainable efforts ^{and be available for daily communication with Park City during the World Series.} ~~for day of contact and support.~~

- Track waste diversion rate for trash, recycling, and compost in pounds, and provide a plan to increase diversion rate annually. How?
- Create a plan to increase the use of reusable or recyclable event materials (banners, signage, brochures, etc...).
- Reduce ~~Eliminate~~ the use of plastic bags, single use plastic bottles, and styrofoam throughout the event (TCS to require use of reusable or compostable serving utensils/bags/packaging for all event vendors, ~~participants and attendees~~).
- Enforce no idling policy for vendors, staff, and attendees.

E. FINANCIAL

10. City Services Agreement. Subject to annual budget appropriation, Park City hereby agrees to make the following annual contributions to TCS towards the cost of the World Series for the term of this Agreement:

Contracted Years 2018, 2019, 2020

- (a.) Annual City Service Fee waivers, based on the following: \$50,000
- (i.) Fee waivers – ~~Sixty Thousand Five Hundred Dollars (\$60,500.00)~~ in 2018; \$40,000 in 2019; and \$30,000 in 2020.
in City Service fees for Basic City Services as estimated based on ~~2017 Fee Reduction Analysis~~. TCS shall pay for all other Basic City Services for the World Series dates, if requested by TCS.

10.1 Park City agrees that this Agreement and all Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. If such budget is not approved prior to June 30, TCS and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by July 1~~st~~, TCS may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment shall be made within fifteen (15) business days of Supplemental Plan approval. No payments shall be made to TCS prior to approval of the Supplemental Plan. Similarly, should TCS dissolve or file bankruptcy, TCS may terminate this Agreement upon ninety (90) days prior written notice prior to that year's World Series, without recourse or further claims by Park City.

10.2 TCS agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to TCS and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. TCS agrees to turn in all IRS forms, updated

business plans, and other similar financial information by November 1 of each contracted year.

F. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

11.1 TCS's Indemnity. TCS shall indemnify and hold the City, and their agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution and/or performance of any terms of this Agreement. However, if such claims are caused by or are the result of concurrent or contributory negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TCS. Nothing herein shall require TCS to hold harmless or defend the City, its agents, employees, and/or officers from any claims arising from the sole negligence or intentional misconduct of the City, its agents, employees, and/or officers. TCS expressly agrees that the indemnification provided herein constitutes the TCS's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of TCS claims or recovers compensation from the City for a loss or injury that TCS would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

11.2 Waiver of Claims Against Park City. TCS shall not make any claim against Park City or its officers, employees, and agents with respect to any liability incurred by TCS to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the World Series, except to the limited extent such liability results from the ~~willful misconduct~~ *negligence* of Park City, its officers, employees, or agents.

11.3 Insurance. TCS shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

- (a) **\$500,000** Workers' compensation insurance for TCS employees, including statutorily required limits and other requirements of law.
- (b) All employee benefit programs and coverage required under ERISA, unemployment insurance, and any other insurance required by State or federal laws.

11.4 TCS Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, TCS shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverage, whether by separate policies or by endorsement:

- (a) Commercial general liability policy, with combined single limits of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in aggregate.
- (b) Automobile general liability policy, with a limit of Two Million Dollars (\$2,000,000.00).
- (c) TCS shall require any hired security company to provide a policy of liability insurance and name TCS and Park City as additional insured on the policy with limits set forth in 11.4 (a) and (b).
- (d) TCS shall require any hired transportation company to provide a policy of liability insurance and name TCS and Park City as insured on the policy with limits set forth in 11.4 (a) and (b) above.

11.5 Additional Requirements. The insurance provided by TCS pursuant to Section 11.4 of this Agreement:

- (a) Shall be written on an occurrence basis, and shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with TCS's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines, and expenses that arise out of or in connection with the acts or omissions of Park City incident to TCS's above-referenced activities, but not including the ~~willful misconduct~~ of Park City or its respective officers, employees or agents. *negligence*
- (b) Shall provide that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers, agents or employees.
- (c) Shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and
- (d) Shall provide that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

11.6 Park City Liability. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

G. MISCELLANEOUS.

12. License for Use of TCS Marks. TCS grants to Park City a license to use TCS's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

13. License of Park City of Utah Logo, Name, and Marks. Park City hereby grants TCS a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the World Series, (b) providing map and way finding information, and (c) advertising or promoting the World Series; but specifically excluding any license for the sale of any novelties or merchandise.

14. Photography and Broadcast Rights. TCS shall have the non-exclusive right to arrange, conduct, or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. TCS shall have the non-exclusive right to record, to broadcast, and to permit media coverage of TCS's activities in Park City with a film permit.

15. Sponsorships. TCS shall have the exclusive right to sell sponsorships and suppliers of and other rights of affiliation with the World Series and events staged or conducted by TCS in the Use Areas, unless Park City has existing contracts with suppliers or sponsors. In these cases, TCS must honor these contracts.

16. Representations and Warranties.

16.1 Representations and Warranties of TCS. TCS hereby represents and warrants that (a) TCS is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of ~~Utah~~ ^{Colorado}, (b) TCS has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by TCS and the performance by TCS of its obligations hereunder have been duly authorized by all necessary corporate action, and (d) this Agreement has been duly executed and delivered by TCS and is a valid and binding obligation of TCS.

16.2 Representations and Warranties of Park City. Park City hereby represents and warrants to TCS that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

17. Unforeseen Circumstances. Either party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war, or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure

to perform its obligations.

18. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and TCS's Manager or other person designated by TCS as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and TCS's Managing Director. Either party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either party may require that the matter be referred for resolution to the City Manager of Park City and the Managing Director of the World Series. A telephone conference of the City Manager of Park City and the Managing Director shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Managing Director are unable to resolve the dispute, then the parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each party shall select one (1) mediator and the two (2) mediators shall select a third mediator. Each party shall bear the cost of the mediator chosen by that party and the parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

19. Other Miscellaneous Terms.

19.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

19.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to

the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

19.3 Assignment and Delegation. Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs, and assigns.

19.4 Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty, or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

19.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

19.6 Consent. Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

19.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms, or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

19.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and TCS and there are no third party beneficiaries to this Agreement.

19.9 Notice. Unless otherwise specified herein, all Notices, requests, consents, and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents, and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("*fax*") (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur on the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur on the date upon

which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:

Economic Development Manager
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000

With copies to:

City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5025

If to TCS:

President
Triple Crown Sports
3930 Automation Way
Fort Collins, CO 80525

19.10 Reserved Police Power. The City expressly reserves, and TCS expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City and may deem necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties.

20.11 Nondiscrimination.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, TCS will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. TCS shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. TCS will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Approved as to Form:

Mark D. Harrington, City Attorney

Attest:

City Recorder

TRIPLE CROWN SPORTS

~~Kerry~~ King, President

Keri

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2017, _____ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he/she acknowledged to me that he/she executed the _____ (name of document being signed).

Notary Public

SUMMARY OF EXHIBITS

EXHIBIT A Use Area: City Park Field
EXHIBIT B Use Area: Treasure Mountain Middle School Fields
EXHIBIT C Use Area: High School Fields
EXHIBIT D Use Area: Park City Sports Complex
EXHIBIT E Field Preparation and Maintenance Agreement
EXHIBIT F Traffic Control Agreement

**EXHIBIT A TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: City Park Field

Use Area: City Park Field and associated parking inventories

Use Period: July ⁹8 through ²¹22, 2018
July ¹⁵7 through ²⁵21, 2019
July ¹³12 through ²⁵26, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 4:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.) TCS is required to coordinate use of City Park field with Park City Recreation staff in order to accomidate local play.

Type of Use: Parking – nonexclusive; ^{all}~~All~~ others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field ~~and~~ Preparation and Maintenance as outlined in Exhibit E.

**EXHIBIT B TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: Treasure Mountain Middle School Fields and associated parking inventories

Use Area: Three (3) softball fields on the East side of Treasure Mountain Middle School and all parking spaces in the adjacent parking lots west of the fields.

Use Period: July ⁹~~8~~ through ²¹~~22~~, 2018
July ⁷~~7~~ through ²¹~~21~~, 2019 ¹⁵⁻²⁷
July ¹³~~12~~ through ²⁵~~26~~, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – nonexclusive; ^{all}~~all~~ others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E and F.

**EXHIBIT C TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: PCSD High School Fields and associated parking inventories

Use Area: Two (2) fields on the East side of High School parking spaces in the adjacent parking lot.

Use Period: July ⁹~~8~~ through ²¹~~22~~, 2018
July ⁷~~7~~ through ¹⁵⁻²⁷~~21~~, 2019
July ¹³~~12~~ through ²⁵~~26~~, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – nonexclusive; ^{all}~~All~~ others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

**EXHIBIT D TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: Park City Sports Complex

Use Area: All available softball & baseball fields at PCSC.

Use Period: July ⁹8 through ²¹22, 2018
July ⁷7 through ²¹21, 2019 15-27
July ¹³12 through ²⁵26, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:00 a.m. to 5:00 p.m. for one (1) field
7:00 a.m. to 10:00 p.m. for all other fields (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – nonexclusive; ^{all}~~All~~ others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

Restrictions: Event organizers must honor Park City's contracts with sponsors and suppliers.

**EXHIBIT E TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

Field Preparation and Maintenance Agreement

Use Areas

The Fields, as described in Exhibits A through D, shall be turned over to TCS in conditions as mutually agreed upon.

City Park Field

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Treasure Mountain Middle School

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Skinned infields with bases at 60' and pitching rubber at 40'

Irrigation available to water down fields

High School Fields

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

PCSC Fields

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Park City Field Maintenance Staff

PCMC will staff each field with two (2) qualified personnel to prep each field as needed. Fees for full and partial field prep are as according to the PCMC Fee Schedule. Field preps will be provided by Park City between the hours of 6:00 a.m. and 3:00 p.m. Tuesday through Saturday. Fees may increase annually.

A representative from PCMC will have the authority to stop play at any time if he/she feels safety is of concern or damage to the field is possible.

Materials Stored at Each Facility

Each field will have the necessary tools and supplies to field prep including 50 bags of quick dry in the event of inclement weather.

Field Preparation

Field preparation schedules must be submitted no later than two (2) weeks prior to the World Series annually and shall be attached hereto as Exhibit ~~A~~ **G**.

PCMC shall perform all maintenance and repairs to fields during the Use Period. The maintenance and field preps shall be up to the standards described below:

Partial Field Preparation Description:

A partial prep is light watering and a light drag inside foul lines with minimal chalking or full chalk touching up in bad areas.

Full Field Preparation Description:

~~x~~ A full field prep includes ~~x~~ **the following:**

- Removal of bases
- Water the whole infield.
- A complete infield drag with scarifying tool and mat drag.
- Some hand raking
- Full chalk

Full Field Preparation ^{**detailed**} Description:

1. Water the field to keep material dust minimalized.
2. Drag the field starting from the outer edge of the infield and working towards the middle. At the end of dragging, bring the drag through home plate and stop the cart at the pitching mound. Shake out the excess material off the drag mat at the pitching mound.
3. Rake out material around pitching mound.

4. Water the field again to solidify the playing surface. Put extra water on the pitcher's mound and batter box.
5. Set the bases and pitchers rubber.
6. Chalk the field.

Cost

An estimate of costs shall be provided to TCS prior to the beginning of the tournament. If supply and/or staffing cost increase due to weather conditions, a time and materials fee may be added to the cost of the field prep.

but no later than June 1.

**EXHIBIT F TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

Traffic Control Agreement

When opening ceremonies are located within ~~PCMC~~ ^{Park City} Limits, TCS shall work in ~~conjunction~~ with the Park City Chamber/Bureau and City Staff to utilize sustainable practices consistent with current City Council policy. ~~Continued encouragement to use free public transportation system as an alternative in and around the region to 'Ride PC' will continue to be part of the continued partnership.~~

such as use of Park City's free public transportation system.

This area also highlights parking, mitigation, and barricading of the agreed upon venues. Once done it is TCS's, in conjunction with PCMC responsibility to monitor all health, safety and welfare concerns.

? (THIS SENTENCE NEEDS TO BE REWRITTEN SO THAT IT IS CLEAR WHO IS RESPONSIBLE FOR WHAT.)

CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & TRIPLE CROWN SPORTS

This Level Three Special Event Permit and City Services Agreement is entered into as of _____, 2018, between Park City Municipal Corporation, a political subdivision of the State of Utah, ("Park City", "PCMC" or "City"), and Triple Crown Sports, a Colorado corporation, ("TCS").

RECITALS

WHEREAS, TCS has staged the Triple Crown Girl's Youth Fast Pitch and Boy's Baseball World Series, (the "World Series") in Park City under the regulation and authority of annual special event permits issued by Park City;

WHEREAS, Park City and TCS wish to enter into a contract establishing Park City as the World Series headquarters, maximize planning efficiencies, pool resources, and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, TCS, desires to use certain facilities owned or controlled by Park City and to obtain certain municipal services, fee waivers, and other financial and non-monetary assistance from Park City and others as appropriate in connection with the Market, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with TCS to implement additional closures of Main Street, perform marketing and event management services, and to make substantive changes to the transportation plan and parking management plan as specified pursuant to the terms herein;

WHEREAS, Park City is authorized by Section 11-2-2 of the Utah Code Annotated to provide for and appropriate funds and services for athletic sports and festivals for public, governmental and municipal purposes;

WHEREAS, pursuant to Sections 10-8-2(1) and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is for a corporate purpose consistent with the 2014 Park City General Plan, particularly Tourism Economy, Economic Diversity, and Climate Adaptation Goals, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city; and

WHEREAS, Park City, in conjunction with the Park City Chamber/Bureau, reviews the direct economic benefit of the World Series Event to Park City on an annual basis. The City Council also finds that, in addition to the services contracted for herein, the World Series' annual direct economic impact to Park City equals or exceeds each annual current fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Event create an additional overall positive economic, artistic and quality of life impact on the City, its

residents and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

AGREEMENT

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and TCS mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified at Exhibit A of this Agreement and each World Series in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the World Series event. Park City and TCS agree that the purpose for cooperation and flexibility is the successful operation of the World Series. Both parties understand that plans may change, and are subject to final approval by the City Council.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and TCS with respect to the Use Areas and the other items covered by this Agreement. The parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with the World Series. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Supplemental Plans for the 2017 World Series are incorporated within this Agreement and changes that promote the efficient and successful operation of the World Series may be considered. Failure to agree on changes to the Supplemental Plan will result in use of the existing Supplemental Plans. Any substantial changes in material terms, as determined by City staff, shall require an amendment to this Agreement and City Council approval. The City Council reserves full authority to approve or reject changes in accordance with Title 4A (as amended) and any other applicable ordinances.

1.3 TCS General Responsibilities. In addition to the responsibilities of TCS set forth in the balance of this Agreement, TCS is responsible for the timely submission to City of all annual plans related to the World Series, and producing and providing all official information related to the World Series to the City.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to TCS or its designee by May 1 of each year all official Park City information relevant to the World Series and the Use Areas, and

promoting positive support for Park City's involvement in the World Series and the opportunities provided thereby. Park City shall cooperate with TCS by using its best efforts to notify TCS of any pending City ordinance changes or City right of way projects which could have a negative impact on TCS and its sponsorship relationships.

B. TERM AND LEASE OF USE AREAS DURING USE PERIODS.

2. Term. TCS hereby agrees to hold the 2018, 2019, and 2020 World Series in Park City. Accordingly, this Agreement shall be effective from November 16, 2017, until the last day of November, 2020.

2.1 Dates of World Series. The dates of the World Series shall be held on the following dates:

July 9 through 21, 2018
July 15 through 27, 2019
July 13 through 25, 2020

3. Grant of Lease. Park City hereby grants to TCS and its designees and assigns, and TCS hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described on Exhibit A along with the use of all available utilities, services, and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and TCS with respect to the Use Areas is that of landlord and tenant, and may be further defined by Lease Agreement. However, the Lease Agreement shall not conflict with this Agreement or any Exhibit attached hereto. Park City makes no express or implied warranties regarding the Use Areas and TCS hereby acknowledges it has inspected the Use Areas and accepts the Use Areas "AS IS."

3.1 Park City and the Park City School District hereby acknowledge and agree that they are parties to a lease agreement dated November 8, 2007 which grants certain rights to Park City to use the Park City School District recreation fields, including those identified in Exhibits A through D herein (the "School Agreement"). The parties hereto enter into this Agreement subject to the School Agreement between Park City and the Park City School District and further agree that any such use of School District's property shall be subject to the priority granted to the School District pursuant to the School Agreement that any use by the School District for educational purposes shall have priority in scheduling over any other use. By signing this Agreement, the Park City School District agrees that the occupancy and use right granted by Park City to TCS via this Agreement are consistent with an in compliance with the terms of the School Agreement and that no further approval thereof by the Park City School District Board is required.

4. Exclusive or Shared Use. The Use Areas include areas where TCS has Exclusive Use and areas where TCS has Shared Use, as indicated on Exhibits A through D. All Park City personnel who require access to Shared Use Areas during the applicable Use Periods shall be subject to TCS's operational policies and procedures and plans for Shared Use Areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and TCS shall cooperate to arrange times that TCS and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing, and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage, and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

4.2 Lawful Use. During the applicable Use Periods, TCS will not use, operate, or maintain the Use Areas improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. TCS may (but shall not be obligated to) use of the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City Approval, for the purposes indicated on Exhibit A through D; including for the moving in and out, and the construction, erection, and staging of decorations, trash, recycling, and other temporary facilities and installations and other temporary improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs, and other merchandise to persons attending the World Series; for advertising, marketing and promotion; and for any other purpose related to the World Series.

4.4 Rights to License. TCS shall, during any applicable Use Periods of Exclusive Use, have the express, sole and exclusive right to sell (or give away) or license the right to sell (or give away) any food & beverage with the exception of any currently approved and binding written contract for these services agreed upon between Park City and a third party, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any Person in or on the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, TCS shall not be released for its obligations hereunder.

4.5 Restoration. TCS shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, TCS shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to TCS all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for TCS to operate such facilities pursuant to this Agreement. TCS shall

remain responsible for any building or other permits necessary for its temporary improvements or food operations.

5.2 Special Event Permit. The City hereby finds the World Series to comply with the Municipal Code of Park City Section 4A. Upon execution of this Agreement, Park City shall issue to TCS a Special Event Permit that covers all activities of TCS described in this Agreement that may require such a Permit. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval, transportation, security, and waste/recycling plans, and all other required permits, approvals, variances, etc. that may be encompassed by the Special Event Permit for each World Series. TCS will coordinate with the City and any other approved special event applicants to ensure that the impacts of events are minimized to the surrounding community.

5.3 Permits and Licenses Issued by Other Governmental Authorities. TCS shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses, and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to TCS's use of the Use Areas during the use periods. Park City shall support and cooperate with TCS in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize TCS to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

5.4 Governmental Ordinances. The Special Events Department shall support and cooperate with TCS in obtaining permits as necessary concerning any local, City, County or State ordinances, rules, laws, and regulations to assist TCS in hosting and staging the operations of the World Series and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. As according to the list of Basic City Services below, and the 2016 cost thereof in the spreadsheet below, Park City shall pay for \$50,000 in City Services in 2018, \$40,000 of City Services in 2019, and \$30,000 in City Services in 2020. TCS shall be responsible for paying for any other City Services as requested by TCS.

- a. Up to 20 hours of specific Event Police when mutually determined necessary by the Park City Police Department and TCS.
- b. Use of recreation fields as outlined in exhibits A through D.
- c. Maintenance and Full and Partial Field preps as outlined in exhibit E.

- d. Traffic barricades and use of two Variable Message Signs as needed concerning traffic control as mutually determined by TCS and Park City.
- e. Installation of Bracket Board as provided by the Chamber if requested by TCS.
- f. Four (4) sets of City bleachers, including set up and break down if requested by TCS.
- g. Special Events Application Fee
- h. Building Permit Fees
- i. Four (4) rentals of Santy Auditorium if requested by TCS.
- j. Special Use of Public Parking regarding Main Street closure if requested by TCS.

TRIPLE CROWN CITY SERVICES CONTRACT			
2016 COST OF CITY SERVICES			
TYPE	QUANTITY	COST PER UNIT	TOTAL COST
Police Services	20	\$ 75.00	\$ 1,500.00
Fields	14	\$ 3,450.00	\$ 48,300.00
Trash	78	\$ 33.90	\$ 2,644.20
Restroom Cleaning	1	Contract	\$ 4,650.00
Full Field Preps	78	\$ 91.15	\$ 7,109.70
Partial Field Preps	400	\$ 60.75	\$ 24,300.00
VMS	3	\$ 151.20	\$ 453.60
Parking	72	\$ 16.00	\$ 1,152.00
Bracket Board	7	\$ 23.32	\$ 163.24
Bleachers	28	\$ 53.00	\$ 1,484.00
SE Permit	1	\$ 180.00	\$ 180.00
Building Permits	1	\$ 215.00	\$ 215.00
Room Rental	4	\$ 200.00	\$ 800.00
			\$ 92,951.74

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the World Series. If such adjustments require Park City to provide services which exceed the level or type of City services in the aggregate that Park City is committed to provide in Section 6.1 herein, then such services shall be considered Additional City Services to be paid for by TCS under Section 6.2.

6.2 Additional City Services and Work Order Process.

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City services to be provided by Park City to promote the efficiency and success of the World Series. TCS may request services from Park City in addition to basic City services under this Agreement, either due to quantity, frequency, or type of service requested (collectively, "Additional City Services"). Park City will provide TCS with cost estimates for the Additional City Services before those additional City Services are performed. TCS will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead, or wear and tear on any equipment.

6.3 City Services Financials.

(a). Park City agrees to keep accurate books and records of expenditures related to City Services provided to the TCS. Park City shall provide these financials for City Services for a debrief due by November 1 of each contract year. TCS or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours.

(b). All estimated City and TCS expenses related to City Services must be included in the Supplemental Plan and provided to TCS for review by April 1 of each contract year.

6.4 Event Survey. TCS shall conduct a limited survey of the World Series attendees geared at measuring event impact as well as benefit to the local community and economy. Park City will have the right to provide input to said survey and methodology, and changes shall be mutually agreed upon by both parties. TCS will be responsible for any costs to complete this survey.

7. City Representative.

7.1 Event Representative. Prior to and during the Use Periods, Park City shall designate at least one (1) full-time employee to serve as its “City Representative” for the World Series, who shall be the operational liaison between Park City and TCS and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at TCS’s request, access to and street closure(s) (if applicable) of the Use Areas is provided to TCS upon commencement of the Use Periods, (c) serve as Park City’s representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to the Supplemental Plan. The City Representative shall generally be Special Events staff for the City, unless otherwise approved in advance by TCS, which approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Departmental Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this Agreement shall be borne solely by Park City. The Management Representative shall, if requested by TCS, assist TCS with the formation of a logistics coordination team.

7.3 Management Meetings. The City Representatives and TCS Event Manager shall confer no later than April 30 annually to review World Series operation, the Supplemental Plan, and the terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved by May 30, unless based upon the facts and circumstance, approval by May 30 is not practical and then the changes shall be approved as soon as possible.

8. Parking and Transportation.

8.1 Transportation Plans. Park City, with coordination from TCS, shall develop and implement plans for traffic control around Main Street as part of the Supplemental Plan to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking, road closings, and any enhanced transit service to off-site shuttle lots and paid parking. Park City shall modify and as necessary expand the public City Transit service, at TCS's sole expense, to meet the increased public demand during the World Series consistent with the purposes of the Agreement and the needs of the public, including patrons of the World Series. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods, and are not to be construed as the provision of "charter" services.

8.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and TCS both agree to support and cooperate with one another if both parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Use Periods.

8.3 Parking Areas. Park City, with coordination from TCS, shall develop and implement plans for parking as part of the annual Supplemental Plans to meet the needs during Use Periods. TCS will help to enforce all parking codes to reduce illegal parking and allow for emergency access at all use facilities. This may include providing staff to monitor parking lots to ensure compliance. Written permissions may be required in order to use private lots located near playing facilities. It is TCS responsibility to gain permission and fulfill all commitments associated with any private parking lot use agreements. Furthermore, TCS shall make an effort to reduce parking impacts in neighborhoods that are adjacent to Use Areas.

D. TCS SERVICES.

9. TCS Obligations. As consideration for the City support herein, TCS agrees to the following:

9.1 Approval of Event Dates. TCS agrees to annually submit any changes or modifications to the dates of the World Series to Park City for review and approval.

9.2 Park City Venues. Park City shall be recognized as the headquarters of the World Series. Every effort will be made by TCS to prioritize the Park City and Summit County lodging and facilities to fulfill utilization and expand the World Series outward from there. The presentation for the World Series on the website, mailings, and phone communication to the teams will be directed at the Park City lodging community as a priority. Both parties acknowledge that the World Series may grow and evolve over the course of this agreement.

9.3 Scheduling. TCS shall schedule no more than 120 teams per week in the World Series, unless other facilities are used throughout the region. The World Series requires two (2) weeks of play, and shall coordinate with Park City to ensure the use of local play. The parties shall mutually determine which field can be programmed for local play.

9.4 Public Relations – Press Releases and Promotional Materials. TCS shall include a reference to “Park City, Utah” in all press releases made and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the HPCA promoting Park City, Utah, generally. TCS agrees to promote the World Series in Park City, Utah, using the following mechanisms:

- A. www.triplecrownsports.com;
- B. Direct e-mail program with extensive nation-wide database;
- C. On-site event promotions; and
- D. Promotions at existing Championship events.

9.5 Cooperation with Chamber Bureau and Business Associations. TCS and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

9.6 Fundraising Events. TCS shall hold fundraising events at the World Series to benefit the capital improvements of facilities and Park City youth programs.

9.7 Responsibility. TCS acknowledges that noise levels and crowd control are TCS responsibility and that if this World Series violates the noise requirements as stated in the Municipal Code, TCS is liable. As per the municipal code, TCS may request a variance to noise requirements annually as part of the supplemental plans.

9.8 Responsible Conditions. TCS acknowledges that Park City can still impose reasonable conditions as the World Series changes. Annually TCS shall report the following:

- a. Attendance – average attendance targets shall be established and verified annually by staff and TCS to monitor growth of the event.
- b. Traffic Impacts – Work with Park City to review and create an incentive program for attendees that take alternative modes of transportation. TCS and Park City will determine a traffic baseline, and provide plan to lessen vehicle impacts annually.
- c. Sustainability Efforts and Impacts – Work with Park City on reduction of the World Series’ carbon footprint. TCS shall:
 - Identify a staff member onsite that will, in coordination with the City, be in charge of managing waste, recycling and

sustainable efforts and be available for daily communication with Park City during the World Series.

- Work with the City to gather data regarding waste diversion rate for trash, recycling, and compost in pounds, and provide a plan to increase diversion rate annually.
- Create a plan to increase the use of reusable or recyclable event materials (banners, signage, brochures, etc...).
- Reduce the use of plastic bags, single use plastic bottles, and Styrofoam throughout the event (TCS to require use of reusable or compostable serving utensils/bags/package for all event vendors.
- Enforce no idling policy for vendors, staff, and attendees.

E. FINANCIAL

10. City Services Agreement. Subject to annual budget appropriation, Park City hereby agrees to make the following annual contributions to TCS towards the cost of the World Series for the term of this Agreement. Within 60 days of the conclusion of the event, Park City shall submit to TCS an invoice reflecting the actual total fee incurred each year less the following amounts of City Services Fee Waivers each year:

\$50,000 in City Services Fee Waivers in 2018;
\$40,000 in City Services Fee Waivers in 2019;
\$30,000 in City Services Fee Waivers in 2020.

10.1 Park City agrees that this Agreement and all Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. If such budget is not approved prior to June 30, TCS and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by July 1, TCS may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment shall be made within fifteen (15) business days of Supplemental Plan approval. No payments shall be made to TCS prior to approval of the Supplemental Plan. Similarly, should TCS dissolve or file bankruptcy, TCS may terminate this Agreement upon ninety (90) days prior written notice prior to that year's World Series, without recourse or further claims by Park City.

10.2 TCS agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to TCS and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the contributions have not been used as agreed herein, the City shall be entitled to a

full or partial refund of the amount. TCS agrees to turn in all IRS forms, updated business plans, and other similar financial information by November 1 of each contracted year.

F. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

11.1 TCS's Indemnity. TCS shall indemnify and hold the City, and their agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution and/or performance of any terms of this Agreement. However, if such claims are caused by or are the result of concurrent or contributory negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TCS. Nothing herein shall require TCS to hold harmless or defend the City, its agents, employees, and/or officers from any claims arising from the sole negligence or intentional misconduct of the City, its agents, employees, and/or officers. TCS expressly agrees that the indemnification provided herein constitutes the TCS's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of TCS claims or recovers compensation from the City for a loss or injury that TCS would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

11.2 Waiver of Claims Against Park City. TCS shall not make any claim against Park City or its officers, employees, and agents with respect to any liability incurred by TCS to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the World Series, except to the limited extent such liability results from the negligence of Park City, its officers, employees, or agents.

11.3 Insurance. TCS shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

- (a) **\$500,000** Workers' compensation insurance for TCS employees, including statutorily required limits and other requirements of law.
- (b) All employee benefit programs and coverage required under ERISA, unemployment insurance, and any other insurance required by State or federal laws.

11.4 TCS Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, TCS shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverage, whether by separate policies or by endorsement:

- (a) Commercial general liability policy, with combined single limits of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in aggregate.
- (b) Automobile general liability policy, with a limit of Two Million Dollars (\$2,000,000.00).
- (c) TCS shall require any hired security company to provide a policy of liability insurance and name TCS and Park City as additional insured on the policy with limits set forth in 11.4 (a) and (b).
- (d) TCS shall require any hired transportation company to provide a policy of liability insurance and name TCS and Park City as insured on the policy with limits set forth in 11.4 (a) and (b) above.

11.5 Additional Requirements. The insurance provided by TCS pursuant to Section 11.4 of this Agreement:

- (a) Shall be written on an occurrence basis, and shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with TCS's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines, and expenses that arise out of or in connection with the acts or omissions of Park City incident to TCS's above-referenced activities, but not including the negligence of Park City or its respective officers, employees or agents.
- (b) Shall provide that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers, agents or employees.
- (c) Shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and
- (d) Shall provide that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

11.6 Park City Liability. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

G. MISCELLANEOUS.

12. License for Use of TCS Marks. TCS grants to Park City a license to use TCS's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

13. License of Park City of Utah Logo, Name, and Marks. Park City hereby grants TCS a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name “Park City”, and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the World Series, (b) providing map and way finding information, and (c) advertising or promoting the World Series; but specifically excluding any license for the sale of any novelties or merchandise.

14. Photography and Broadcast Rights. TCS shall have the non-exclusive right to arrange, conduct, or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. TCS shall have the non-exclusive right to record, to broadcast, and to permit media coverage of TCS's activities in Park City with a film permit.

15. Sponsorships. TCS shall have the exclusive right to sell sponsorships and suppliers of and other rights of affiliation with the World Series and events staged or conducted by TCS in the Use Areas, unless Park City has existing contracts with suppliers or sponsors. In these cases, TCS must honor these contracts.

16. Representations and Warranties.

16.1 Representations and Warranties of TCS. TCS hereby represents and warrants that (a) TCS is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado, (b) TCS has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by TCS and the performance by TCS of its obligations hereunder have been duly authorized by all necessary corporate action, and (d) this Agreement has been duly executed and delivered by TCS and is a valid and binding obligation of TCS.

16.2 Representations and Warranties of Park City. Park City hereby represents and warrants to TCS that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

17. Unforeseen Circumstances. Either party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war, or any law or supervening

illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

18. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and TCS's Manager or other person designated by TCS as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and TCS's Managing Director. Either party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either party may require that the matter be referred for resolution to the City Manager of Park City and the Managing Director of the World Series. A telephone conference of the City Manager of Park City and the Managing Director shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Managing Director are unable to resolve the dispute, then the parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each party shall select one (1) mediator and the two (2) mediators shall select a third mediator. Each party shall bear the cost of the mediator chosen by that party and the parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

19. Other Miscellaneous Terms.

19.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

19.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to

the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

19.3 Assignment and Delegation. Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs, and assigns.

19.4 Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty, or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

19.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

19.6 Consent. Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

19.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms, or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

19.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and TCS and there are no third party beneficiaries to this Agreement.

19.9 Notice. Unless otherwise specified herein, all Notices, requests, consents, and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents, and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("*fax*") (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur on the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur on the date upon

which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:

Economic Development Manager
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000

With copies to:

City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5025

If to TCS:

President
Triple Crown Sports
3930 Automation Way
Fort Collins, CO 80525

19.10 Reserved Police Power. The City expressly reserves, and TCS expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City and may deem necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties.

20.11 Nondiscrimination.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, TCS will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. TCS shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. TCS will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Approved as to Form:

Mark D. Harrington, City Attorney

Attest:

City Recorder

TRIPLE CROWN SPORTS

Keri King, President

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2018, _____ (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed,

that he/she acknowledged to me that he/she executed the
_____ (name of document being signed).

Notary Public

SUMMARY OF EXHIBITS

EXHIBIT A Use Area: City Park Field
EXHIBIT B Use Area: Treasure Mountain Middle School Fields
EXHIBIT C Use Area: High School Fields
EXHIBIT D Use Area: Park City Sports Complex
EXHIBIT E Field Preparation and Maintenance Agreement
EXHIBIT F Traffic Control Agreement

DRAFT

**EXHIBIT A TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: City Park Field

Use Area: City Park Field and associated parking inventories

Use Period: July 9 through 21, 2018
July 15 through 27, 2019
July 13 through 25, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 4:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.) TCS is required to coordinate use of City Park field with Park City Recreation staff in order to accomidate local play.

Type of Use: Parking – nonexclusive; All others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E and F.

**EXHIBIT B TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: Treasure Mountain Middle School Fields and associated parking inventories

Use Area: Three (3) softball fields on the East side of Treasure Mountain Middle School and all parking spaces in the adjacent parking lots west of the fields.

Use Period: July 8 through 22, 2018
July 15 through 27, 2019
July 12 through 25, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – nonexclusive; All others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E and F.

**EXHIBIT C TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: PCSD High School Fields and associated parking inventories

Use Area: Two (2) fields on the East side of High School parking spaces in the adjacent parking lot.

Use Period: July 9 through 21, 2018
July 15 through 27, 2019
July 13 through 25, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – nonexclusive; All others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E and F.

**EXHIBIT D TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: Park City Sports Complex

Use Area: All available softball & baseball fields at PCSC.

Use Period: July 9 through 21, 2018
July 15 through 27, 2019
July 13 through 25, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:00 a.m. to 5:00 p.m. for one (1) field
7:00 a.m. to 10:00 p.m. for all other fields (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – nonexclusive; All others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

Restrictions: Event organizers must honor Park City’s contracts with sponsors and suppliers.

**EXHIBIT E TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

Field Preparation and Maintenance Agreement

Use Areas

The Fields, as described in Exhibits A through D, shall be turned over to TCS in conditions as mutually agreed upon.

City Park Field

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Treasure Mountain Middle School

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Skinned infields with bases at 60' and pitching rubber at 40'

Irrigation available to water down fields

High School Fields

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

PCSC Fields

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Park City Field Maintenance Staff

PCMC will staff each field with two (2) qualified personnel to prep each field as needed. Fees for full and partial field prep are as according to the PCMC Fee Schedule. Field preps will be provided by Park City between the hours of 6:00 a.m. and 3:00 p.m. Tuesday through Saturday. Fees may increase annually.

A representative from PCMC will have the authority to stop play at any time if he/she feels safety is of concern or damage to the field is possible.

Materials Stored at Each Facility

Each field will have the necessary tools and supplies to field prep including 50 bags of quick dry in the event of inclement weather.

Field Preparation

Field preparation schedules must be submitted no later than two (2) weeks prior to the World Series annually and shall be attached hereto as Exhibit A.

PCMC shall perform all maintenance and repairs to fields during the Use Period. The maintenance and field preps shall be up to the standards described below:

Partial Field Preparation Description:

A partial prep is light watering and a light drag inside foul lines with minimal chalking or full chalk touching up in bad areas.

Full Field Preparation Description:

A full field prep includes the following:

- Removal of bases
- Water the whole infield.
- A complete infield drag with scarifying tool and mat drag.
- Some hand raking
- Full chalk

Full Field Preparation Detailed Description:

1. Water the field to keep material dust minimalized.
2. Drag the field starting from the outer edge of the infield and working towards the middle. At the end of dragging, bring the drag through home plate and stop the cart at the pitching mound. Shake out the excess material off the drag mat at the pitching mound.
3. Rake out material around pitching mound.

4. Water the field again to solidify the playing surface. Put extra water on the pitcher's mound and batter box.
5. Set the bases and pitchers rubber.
6. Chalk the field.

Cost

An estimate of costs shall be provided to TCS prior to the beginning of the tournament. If supply and/or staffing cost increase due to weather conditions, a time and materials fee may be added to the cost of the field prep as per this City Services Agreement.

DRAFT

**EXHIBIT F TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

Traffic Control Agreement

When opening ceremonies are located within PCMC Limits, TCS shall work in conjunction with the Park City Chamber/Bureau and City Staff to utilize sustainable practices consistent with current City Council policy. Continued encouragement to use free public transportation system as an alternative in and around the region to 'Ride PC' will continue to be part of the continued partnership.

DRAFT

Exhibit C – Transportation Study, Lodging, Revpar and Event Calendars

Jul-19

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2019 TCS Current Approval

Jul-19

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2019 TCS Date Change
Request & Extreme
Conflict Resolution

Aug-19

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug-19

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Event Key
 Triple Crown
 Extreme Soccer
 Arts Festival

Jul-20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2020 TCS Current Approval
conflict w/ Extreme Soccer

Jul-20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2020 TCS / Extreme
Conflict Solution

Aug-20

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug-20

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Events	2019	2020	Notes
Triple Crown (TC) - Approved by Council 11/16/17	7/7-7/21	7/12-7/26	With the original dates in the approved Triple Crown contract, all 3 events can co-exist in 2019, but TC and Extreme conflict
Extreme Soccer - Proposed	7/25-7/27	7/23 - 7/25	
Kimball Arts Fest- Approved by Council	8/2 -8/4	7/31-8/2	
Triple Crown- Redline proposed 11/17/17	7/15- 7/27	7/13- 7/25	With TC's request to change, there is a conflict with Extreme in 2019, and as noted above also 2020.
Fact: CC approved TC contract on 11/16/17. TC submitted different dates for 2019 the next day. Staff finds this to be a change that only CC has authority to allow to change. Triple Crown Contract is not executed.			

Exhibit C Transportation Study Event Weekends w lodging revpar and calendar

From Destimetrics:

LODGING OCCUPANCY

Extreme Cup Wednesday 76% (2017); 65% (2018)
 Thursday 80% (2017); 77% (2018)
 Friday 84% (2017); 85% (2018)
 Saturday 74% (2017); 79% (2018)

Arts Fest Thursday 61% (2017); 68% (2018)
 Friday 73% (2017); 81% (2018)
 Saturday 70% (2017); 81% (2018)
 Sunday 44% (2017); 48% (2018)

REVPAR

July 2017 = \$96.51

July 2018 = \$102.46

August 2017 = \$111.91

August 2018 = \$111.31

Data points represent average occupancy and average RevPAR based on data from each of the lodging properties that participate in Destimetrics. The participating properties provide a fairly accurate representation of the total lodging inventory, but it is just a representative sample. It should also be noted that the average occupancy during July and August weekends is 70%-80% consistently of leisure travelers, corporate groups, and event participants (depending on the weekend).



Interoffice Memorandum

October 15, 2018

To: Jenny Diersen, Special Events Program Manager
From: Alfred Knotts, Transportation Planning Manager

Re: Consideration of 2019 Kimball Artsfest and Extreme Soccer Event Schedule

At the request of the Sustainability/Events Department I have gathered, sorted, and evaluated readily available data in the form of daily traffic counts collected by Utah Department of Transportation's Automated Traffic Counters located on SR 248 just west of Richardson Flat Road (ATR #606) for the following dates and associated events:

Extreme Soccer – 248 (Thursday to Saturday)

- 2018 – July 26, 27, 28
- 2017 – July 27, 28, 29
- 2016 – August 4, 5, 6
- 2015 – July 30, 31, August 1
- 2014 – July 31, August 1, 2

Arts Fest -248 (Friday to Sunday)

- 2018 – August 3, 4, 5
- 2017 – August 4, 5, 6
- 2016 – August 11, 12, 13
- 2015 – July 31, August 1, August 2
- 2014 – August 1, 2, 3

Triple Crown (various)

- 2018 – July 9 to 21
- 2017 – July 10 to 22
- 2016 – July 11 to 23

Utah Department of Transportation Monthly Average Daily Traffic

Site names: -0606
County: Summit
Funct Class: Rural Principal Arterial - Other
Location: SR 248 0.5 mile W of SR 40, Park City MP 2.561 FC 02

[illegible]

Notes: 2014- All Artsfest and Extreme Soccer overlapped
2015 - Artsfest only had one day of overlap

In reviewing average daily traffic on specific event days previously discussed events it is of my professional opinion that while hosting Artsfest and Extreme Soccer concurrently has the potential to increase ADT, it is not anticipated to be a significant impact in regards to ADT. This impact should be further reduced to less than significant with appropriate mitigation measures associated with scheduling of Extreme Soccer games as to not directly conflict with peak evening traffic destined for Old Town and the Artsfest event. Additional mitigation measures could further reduce potential impacts which me and my team would be happy to develop in coordination with Sustainability and the applicant(s).

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Issue a Request(s) for Proposals for Food Trucks on the Following Public Property: Adjacent to the Silver King Coffee shop and Bob Wells Plaza; and to Pre-Qualify Vendors for City Facilities Including the City Park, MARC, and Ice Rink

(A) Public Input

Suggested Action:

Attachments:

[Food Trucks Staff Report](#)

[Exhibit A: Use of Food Trucks on City Facilities](#)

[Exhibit B: Draft Food Truck RFP Selection Criteria](#)



City Council Staff Report

Subject: Food Trucks on City Property
Author: Jonathan Weidenhamer
Department: Economic Development
Date: October 23, 2018
Type of Item: Administrative

Recommendation

City Council should give direction to issue a request(s) for proposals for food trucks on select public property: adjacent to the Silver King Coffee shop and in the Bob Wells Plaza; and pre-qualify vendors for City facilities including City Park, MARC, Quinn's Sports Complex, and Ice Rink.

In order to increase vibrancy, diversify culinary options, support the new Arts and Culture District, and increase services at public facilities, staff seeks Council policy direction on the appropriate locations for food trucks in Park City:

1. Does Council support the utilization of select public property for food trucks?
 - a. If yes, staff will request proposals using a comprehensive selection criteria that creates a "level playing field" with existing brick and mortar businesses, including charging for public parking; and
2. Does Council support the limited use of food trucks at City facilities in order to increase and diversify the level of services at little to no cost to the City?

Background

The State recently approved enabling legislation to deregulate how local cities and town regulate food trucks. Currently, food trucks may operate in Park City under the following conditions:

- On private property where the property owner has a Food Truck Location approved by the Planning Department – This is the pending ordinance to be considered by Council at the October 23, 2018 meeting;
- At locations approved through a City-issued special event permit; and
- On private property serving the public under 10 hours a week, or serving invited guests/private only.

The pending food truck ordinance included in this packet (October 23, 2018) includes history and background that should be considered prior to providing policy direction.

POLICY DESCRETION - The subject of this report, Food Truck use of limited public property, is not required by the new State legislation, and does not represent a change from our current code in that the Council continues to have the ability to approve concession contracts per MCPC Section 4-2-3. However, staff proposes to specify and affirmatively enable limited use of Food Trucks at certain public properties for the following reasons:

- Staff can create a thorough process to provide additional services public facilities, as well as provide additional opportunities for local vibrancy and energy to serve a broader, more diverse, and affordable food audience.
 - This should also help us explore opportunities within the future Arts and Culture District. This is consistent with City Council direction on June 7, 2018 ([report & minutes](#)).
- Staff has conducted multiple outreach meetings with the business community to discuss this approach, which desires to balance our overall prohibition of sales within public property, and deliver a “win-win” approach for brick and mortar businesses and food trucks.
- In general, the business community understands the intent of the State legislation and appreciates a balanced approach to maintain an equitable playing field – we will still require a local business license and sales tax remittance.
- Staff will require additional policy direction on what to charge food trucks for use of public parking in the downtown (if Council allows the limited use).
 - Rightfully, there are concerns with further removal/use of paid parking for food trucks from existing businesses, particularly as a result of the duration required to reserve a parking spots.
 - Similar to dining decks, approximately three paid parking stalls will have to be removed to allow a truck. The fee schedule for special use of public parking spaces includes \$12/space/day in Swede Alley:

Policy on Special Use of Public Parking

1. Processing of special use public parking permits typically takes two business days. A one-time administrative fee of \$20 will be charged for each application. The following charges for utilization of public parking spaces will also apply:

Parking Spaces Used	Rate	Tool
Historic District	AREA 1: \$16/space/day - Main Street, Heber Ave, Park Ave (Heber Ave to 9th St), Brew Pub Lot	Copy of Approved Application
	AREA 2: \$12/space/day - Swede Alley	Same as above
Special Event Use	\$50/space/day	Same as above
Sandridge, South City Park	\$20/month/space	Same as above
Residential Permit Areas	\$20/month/space	Same as above
Pay-and-Display Removal	\$1000/meter	Special Application

- Additional Council policy direction will help staff determine the level of support for a more vibrant food truck program, while at the same time balancing a motivation to protect our existing and traditional businesses.
 - For example, if the parking space rental price is too high, it may preclude vendors with a fairly narrow margin of profit. Council recently discussed a similar issue for displacement of public parking for street dining decks, although the issues are not the same ([May 3, 2018 p.252](#)). Dining decks cost about \$9.30/spot/day.

Recommended Scope for RFP for Food Trucks on City Property & City Facilities:

In consulting with Recreation and the Ice Rink, there is frequent, unmet demand for food/concession services. Staff believes food concessions, without the overhead necessary if the City were to be the provider, would improve customer satisfaction and

potentially reduce unnecessary vehicle trips around town. In addition, staff does not believe these programs create unfair competition with local business.

In regards to the Silver King area, for example, the national trends in food trucks demonstrate a viable opportunity for an eclectic and vibrant cuisine scene could be desirable, particularly in the Arts and Culture District (Park City has limited late night opportunities for locals). As a result, Economic Development staff believes we can achieve a “win-win” scenario that focuses on vibrancy and community, for locals, workers and tourists alike, as opposed to disadvantaging local businesses.

Draft RFP Scope:

1. City Property - Seek proposals for the following public spaces for regular food truck activity: Bob Wells Plaza & Silver King Coffee area, with the following parameters:
 - a. Consider 1-3 individual trucks, managed through contract terms and conditions with one central point of contact.
 - b. At Bob Wells:
 - i. After 10pm on Thursday to Sunday not to exceed 1:30am
 - c. Optional – proposals can seek PCMC improvements (paving, tables, chairs, electricity, grading, etc. – but this may take away or demerit from selection committee scoring)
2. City Facilities - Seek proposals to pre-qualify vendors for City Park, Ice Rink, and Quinn's Fields and MARC. The manager of the facility will determine terms and conditions of pre-qualification (see potential uses, Exhibit A).

In outreach meetings with the business community, there has been thorough and consistent input to maintain as much of a “level playing field” as possible. To that end, staff believes it is important for Council to consider the anticipated RFP selection criteria that will create a predictable set of parameters for local businesses and food trucks to abide by and consider submitting proposals (Attached, Ex. B).

Funding

Should PCMC decide to make any capital improvements for a food truck area, staff recommends it be kept under \$4,000, which can be done within existing operational budgets to promote economic development opportunities in Park City.

Questions for City Council:

1. Does City Council want to allow additional, limited use of Public Property for food trucks? If so, are Bob Wells Plaza and Silver King area the right locations?
2. Discuss specifically the draft selection criteria (Ex. B) as to how they reflect Council's priorities and effectuate win-win opportunities with the existing business community.
3. Provide specific policy direction on approach to charging for parking downtown.
4. Is Council supportive of the approach to pre-qualify vendors for City facilities, and allowing the facility manager to use their discretion for terms and conditions?

Attachments

- A. Desired Use for Food Trucks on City Facilities – submitted by PCMC facility managers.
- B. Draft RFP Selection Points & Weighting

Exhibit A - Use of Food Trucks on City Facilities

Ice Rink – From Amanda Angevine, GM

1. **When:** *Whenever they are willing to come.*
 - a. Most rinks have concessions or some food and beverage offerings. We have heard from patrons that they would really like more than what we currently offer in vending machines. We realize demand will end up driving availability to a large part and hope the regulations will allow for food trucks at the Ice Arena based on demand and with a potential to grow from whatever we are able to offer initially.
 - b. Would like to start with potential for Food Trucks... *Winter...*
 - i. Wednesday evenings 6-8 for High School Hockey Games
 - ii. Friday evenings (3-9pm) for our Open Skate and some Ice Miner games/practices
 - iii. Saturday mid-day through evening (10am- 8/9pm) for Ice Miner games/practices, public skate and High School Hockey Games
 - iv. Sunday morning- early afternoon (early as they will come to 3 pm) for Ice Miner games/practices and public skate.
 - v. Additional tournaments and private rentals as needed.
2. **How many people you think participate during those times.** Significant variation and difficult to predict. I don't have great numbers but let's say 50-200 people.
 - a. Ice Miners have 15-30 kids on each hour of their ice. There are also many parents and siblings in the lobby during those times so let's call it 50 ppl/hour.
 - b. High School Hockey Games likely around 100 people.
 - c. Open Skates could be anywhere from 25-200.
3. **What am I missing?** I think you have my items covered- health permits etc. trash/recycling and helping keep the area around the truck clean. Tables & Chairs- we imagine in the winter people will bring the food inside, which is fine. In the summer we do have some outside seating available. If we end up with the luxury of multiple interested Food Trucks I would like to be able to give preference for "healthy" options to support the athletes. If the food options are perceived as healthy I believe parents will be more likely to let kids eat frequently from the trucks (weekly, or multiple times a week). If the food isn't healthy it may not be a go-to meal for the family. One other thing- If any food trucks can do beer that would be a game changer and we would certainly extend preference to Sunday, later Wednesday and Thursday nights for adult hockey.

Quinn's Jct Sports Complex; City Park, MARC – From Ken Fisher, Rec. Mgr.

Spring Youth Soccer

Location: Quinn's

Season: April 15- June 6

Day/Time: Wed 5-7 p.m.; Sat 9-1 p.m

of people: 100 per hour

Adult Softball

Location: City Park

Season: May 15- August 31

Day/Time: Mon-Thur 6-10 p.m.

of people: 50-100 per hour

Adult Softball

Location: Quinn's

Season: June -August

Day/Time: Tue 6-10 p.m.

of people: 50 per hour

Adult 4 v 4 Summer Volleyball

Location: City Park

Season: April 15- June 6

Day/Time: Wed 5-7 p.m.; Sat 9-1 p.m

of people: 88 players a night

Adult Kickball League

Location: City Park & Quinns

Season: August-October

Day/Time: Wed 6-10 p.m.

of people: 50+ per hour

Volleyball Tournaments

July 4 @ TMJHS- 120 2 person teams

First Sat Aug – 75/2 person teams @ CP

All day but demand would be 11-1 p.m.

Skate Series/Dirt Jump Jam

5 events over the summer

Demand would be 11 a.m.-1 p.m.

PC MARC

Could be flexible in terms of days & times

Could be longer than 10 weeks of summer

7 days a week from 12-5 p.m.?

Exhibit B – Draft RFP Selection Points & Weighting

1. 20 – Overall approach (look, feel, ambiance, menu) & ability to promote city's vision of diverse cultural and culinary amenities. Context:
 - i. City A&C Study - [Link to A&C Study](#) (p. 67, Webb Study p. 71).
 - ii. Summit County ABC study (<https://www.projectabcsc.com/stateofthearts>).
2. 20 – Proposed approach to, parking, sanitary, trash, restrooms, tables, chairs etc. etc. Willingness to working with PCMC building Dept. to ensure health safety & wellness. Ability to comply with all State and local Health Dept. regulations & permitting. This criterion includes the vendor's request to use any city resources beyond the land.
3. 10 - Proposed approach to book keeping and submittal of appropriate taxes;
4. 10 - Proposal to minimize competition with existing business;
5. 10 – Proposal to pay for or otherwise mitigate parking loss.
6. 10 - Affiliation with local business (eligible for only 1 of the following):
 - a. 10 - Existing, licensed restaurant within City limits;
 - b. 7 - Existing licensed restaurant within School District limits
 - c. 5 - Existing licensed restaurant within Summit County
 - d. 3 - Existing licensed restaurant within Wasatch County
7. 5 - Environmental sustainability efforts;
8. 3 – Proposal for paying for parking spot.
9. 3 – Proposal for cost sharing/rental/lease payment.

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2018-55, an Ordinance Regulating Food Truck Locations and Amending the Municipal Code Title 4 Licensing and the Land Management Code of Park City, Utah, Amending 15-2.5-2 Uses in Historic Recreation Commercial (HRC) District; 15-2.6-2 Uses in Historic Commercial Business (HCB) District; 15-2.7-2 Uses in Recreation and Open Space (ROS) District; 15-2.13-2 Uses in Residential Development (RD) District; 15-2.14-2 Uses in Residential Development-Medium Density (RDM) District; 15-2.16-2 Uses in Recreation Commercial (RC) District; 15-2.17-2 Uses in Regional Commercial Overlay (RCO) District; 15-2.18-2 Uses in General Commercial (GC) District; 15-2.19-2 Uses in Light Industrial (LI) District; 15-2.22-2 Uses in Public Use Transition (PUT) District; 15-2.23-2 Uses in Community Transition (CT) District; and 15-15 Defined Terms
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Food Truck LMC Amendment Staff Report](#)

[Food Truck Locations Ordinance and Code Amendments](#)



City Council Staff Report

Subject: Municipal and Land Management Code
Amendments – Food Truck Locations and Operations
Author: Hannah M. Tyler, Planner
Department: Planning, Economic Development, and Finance
Date: October 23, 2018
Type of Item: Legislative – LMC Amendment

Recommendation

The Planning Department requests the City Council open a public hearing, review the proposed Municipal and Land Management Code (LMC) amendments regarding Food Truck Locations and operational standards, and approve the amendments.

Description

Project Name: Municipal Code Amendments in Title 4 Licensing and LMC Amendments in Chapter 15-2.5-2 Uses in Historic Recreation Commercial (HRC) District, 15-2.6-2 Uses in Historic Commercial Business (HCB) District, 15-2.7-2 Uses in Recreation and Open Space (ROS) District, 15-2.13-2 Uses in Residential Development (RD) District, 15-2.14-2 Uses in Residential Development-Medium Density (RDM) District, 15-2.16-2 Uses in Recreation Commercial (RC) District, 15-2.17-2 Uses in Regional Commercial Overlay (RCO) District, 15-2.18-2 Uses in General Commercial (GC) District, 15-2.19-2 Uses in Light Industrial (LI) District, 15-2.22-2 Uses in Public Use Transition (PUT) District, 15-2.23-2 Uses in Community Transition (CT) District, and 15-15 Defined Terms.

Applicant: Planning Department
Proposal: Revisions to the Land Management Code

Reason for Review

Amendments to the Land Management Code (LMC) require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per Land Management Code (LMC) § 15-1-18.

Background

In this section is a brief overview of the background; however, a more detailed background can be found on page 1 of the [Planning Commission Staff Report](#). Recent State legislation resulted in changes to the State Code reducing local municipalities' ability to regulate Food Trucks. This legislation went into effect on May 8, 2018, and impacts every city or town in Utah. As a result, staff proposed Amendments to the LMC to align with the new changes regarding the location of Food Trucks. Below is a high level overview of the changes to the State Code:

- If a Restaurant is an Allowed/Conditional Use in a zone, Food Trucks cannot be prohibited in that zone.

- The use of public versus private property is a huge distinction, in that the City Council maintains full discretion on allowing an application to proceed on public property, even if underlying zoning allows Food Trucks. Licensed Food trucks on private property that do not serve the public may operate at the discretion of the property owner. Property owners who want to establish a Food Truck Location that serves the public will need to obtain a Food Truck Location Administrative Permit, issued by the Planning Director or his designee.
- Food Trucks at Special Events will continue to be regulated through the Special Event process.

Staff has conducted multiple outreach efforts with local stakeholders (Restaurant Association, Historic Park City Alliance, the resorts, etc.), the Utah League of Cities and Towns, and the Food Truck League. The following matrix identifies the previous public meetings and stakeholder outreach dates:

Date	Meeting Body	Type of Item	Description of Outcome
May 03, 2018	City Council	Staff Communication	N/A
May 23, 2018	Planning Commission	Pending Ordinance (page 29)	Continued to a date uncertain
May 29, 2018	Stakeholders - HPCA, the Chamber of Commerce, the Restaurant Association, members of the real estate community, and representatives from Park City Mountain (PCM) and Deer Valley (DV)	Stakeholder Outreach	Input received, see page 2 of the October 10, 2018 Planning Commission Staff Report
May 31, 2018	Stakeholder – Food Truck League CEO	Stakeholder Outreach	Input received via phone
June 07, 2018	City Council	Work Session (Staff Report, Draft Ordinance)	Policy direction given to staff, see page 2 of the October 10, 2018 Planning Commission Staff Report
September, 21, 2018	Utah League of Cities and Towns	Outreach	Input received regarding the City's approach
October 04, 2018	Stakeholder – Restaurant Association	Stakeholder Outreach	Information given to group during their monthly meeting. Follow-up meeting requested.
October 08, 2018	Stakeholders – Restaurant Association, HPCA, the Chamber of Commerce, members of the real estate community, and representatives from Park City Mountain (PCM) and Deer Valley (DV).	Stakeholder Outreach	Additional information and clarification given to the larger stakeholder group.
October 23, 2018	Planning Commission	Regular Agenda (Staff Report, Draft Ordinance)	Positive recommendation to City Council.

Analysis

The proposed Municipal Code and LMC Amendments align with the recent State Code changes. In an effort to align these Amendments with the Park City General Plan and

respond to feedback from all stakeholders, staff has continued to conduct additional research regarding Food Truck Location regulations since the City Council Work Session on June 6, 2018 ([Staff Report](#), [Minutes](#) page 2). Food Truck operations are not a new concept in the professional Land Use realm. In fact, many municipalities throughout the country have been regulating Food Truck operations for years.

The American Planning Association (APA), which is the national organization for planning and land use professionals, has issued a policy overview for "[Planning for Food Trucks](#)" which considers the strategies and challenges faced by jurisdictions. Below is an excerpt specifically addressing the challenges and competing interests when considering Food Truck regulations:

"Despite the economic and social opportunities, food trucks still pose challenges for communities as they try to balance competing interests. Restaurateurs often claim that food trucks have an unfair advantage in the marketplace due to perceptions that mobile vendors pay less in taxes and are subject to less scrutiny from local regulators. This conflict is intensified by the fact that food trucks often operate in multiple locations—including areas that are not zoned for commercial uses—and can occupy valuable parking in areas of short supply. Local officials frequently struggle with questions of which agency should be principally in charge of regulating food trucks, how to handle permitting, and what restrictions should be placed on the vending units themselves."

In addition, the National League of Cities published a [Report](#) which discusses the regulation and integration of Food Trucks into a community. The report speaks specifically to the stakeholder concerns of both the Food Truck community and the brick and mortar restaurant community, as well as those of the Municipality attempting to regulate all entities fairly. Below is an excerpt from the report about the economic drivers for each stakeholder group:

"For food trucks, one of the key objectives is to earn revenue. For brick and mortar restaurants, their goal is the same, and the level of competition food trucks create or are perceived to create can be of concern. For the community and city, creating opportunities for economic development is a key priority because it raises tax revenue, vibrancy, and creates a level of attractiveness for business and residents as well as for the city as a whole."

This excerpt is exactly the conversation that staff posed to the May 29, 2018, stakeholder group and at the June 7, 2018, City Council Work Session. The City Council discussed opportunities for Food Trucks to operate on City Property and at City facilities as a means to provide a central location(s) for Food Trucks. It is understood that any Food Truck Location (Serving the public on Private Property) would have to comply with the underlying Zoning regulations (setbacks, sign regulations, etc.).

The facilitation of use of City-owned property is not the role of the Planning Department; however, the Economic Development Manager has taken the lead on exploring the limited use of City-owned property and City facilities for Food Truck Locations. City Council will have a policy discussion related to a potential Request for Proposals (RFP),

which would seek proposals for Food Trucks to use specific public spaces (in this October 23, 2018 meeting packet).

A concern raised by staff early in the process has been finding fairness in the taxation and investments of the City's brick and mortar restaurants compared to Food Trucks, which often have origin outside of City limits (ex: a Food Truck originating in Salt Lake City). Currently, the Utah State Code states that if a jurisdiction within the State of Utah has provided an annual inspection for a Food Truck, staff cannot require an additional inspection. However, Park City can and will require a Food Truck licensed in another jurisdiction to obtain a Reciprocal Business License from Park City Municipal Corporation. Planning staff has worked closely with the Finance Department to determine that the City can also require a Temporary Tax Account which will allow Park City to collect sales tax for transactions that take place within City Limits. This Temporary Tax Account will be established at the time of Reciprocal Business License issuance.

Title 4 of the Municipal Code is dedicated to Licensing (including Business Licensing). Similar to Nightly Rental, as a part of the Title 4 Licensing Code, staff has proposed additional language regarding Food Truck Location standards and reference to compliance with the underlying Zoning regulations (setbacks, sign regulations, etc.). In this section of the Municipal Code, staff will be regulating the site and location details of a Food Truck in addition to operational standards. A Food Truck will obtain a Business License for operation in any of the Zones that allow Food Truck Locations. Under UCA 11-56-106(5), the City cannot require a site plan for Food Trucks on private property if the Food Truck operates in the same location for less than 10 hours per week. Exhibit M includes the proposed amendments to Title 4. Below is a high level overview of the standards applicable to the private property owner (not Food Trucks) that will be included in Title 4 of the Municipal Code:

- size and location of the Site
- emergency vehicle access
- pedestrian management plan
- signs and lighting
- Screening of trash and recycling pickup Areas and location of restroom facilities
- Access to the location for the truck

Planning staff is proposing to amend the LMC to regulate Food Truck Locations as Allowed Uses in Zones where Restaurants are an Allowed or Conditional Use. In addition, staff has added the Recreation Open Space (ROS) District which currently does not allow Restaurants; however, Planning staff finds that Food Truck Locations would be consistent with the intent and [Purpose](#) of the ROS Zone. The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with LMC Chapters 15-1-8 and 15-1-9, issue the property owner a Food Truck Location administrative approval letter. The following [zones](#) will be impacted by the proposed LMC Amendment:

- Historic Recreation Commercial (HRC)
- Residential Development (RD)
- Historic Commercial Business (HCB)
- Recreation Commercial (RC)

- Recreation Commercial Overlay (RCO)
- General Commercial (GC)
- Light Industrial (LI)
- Public Use Transition (PUT)
- Community Transition (CT)
- Recreation Open Space (ROS)

Staff has excluded the Historic Residential (HR-2) Zoning District where Restaurants are allowed only in Historic Structures because Food Trucks could not comply with this requirement (Food Trucks are not Historic Structures). Staff has also created a definition for Food Truck (Exhibit L).

The City is only proposing to regulate Food Truck Locations that are open to the general public, on private property, and in operation at that location for 10 hours a week or more. Food Trucks operating in the capacity of a “caterer”, meaning one (1) temporary point of sale for under 10 hours, would not be regulated; however, a Food Truck operating as a “caterer” would have to be located on private property. The following chart depicts the City’s proposed regulation by property type:

Food Trucks in ROW	Food Trucks at Special Events	Food Trucks on Private Property that Do Not Serve the Public	Food Trucks on Private Property that Serve the Public +10hrs/week	Food Trucks on Public Property that Serve the Public
Prohibited	Regulated through Special Events permitting	No land use permit required.	Property Owner Must Obtain an Allowed Use Administrative Permit for the property. Food trucks will be regulated as an Allowed Use. Through the permitting process, the location and parking requirements, adequate access, and safety concerns regarding the food truck will be addressed.	The City Must Obtain an Allowed Use Administrative Permit for the City property. Food trucks will be regulated as an Allowed Use. Through the permitting process, the location and parking requirements, adequate access, and safety concerns regarding the food truck will be addressed.
		Must have a business license; health department food truck permit; fire safety inspection certification—but these do not have to be from Park City. Food trucks can serve private guests on private property through their approvals granted by other jurisdictions. The City will not be able to capture tax from these private events.	Must have a business license; health department food truck permit; fire safety inspection certification. If the food truck has obtained these from another jurisdiction, they must also obtain one from Park City. This will ensure that they pay Park City taxes for sales that take place in the City.	Must have a business license; health department food truck permit; fire safety inspection certification. Must have a contract with the City and obtain a higher standard of operation that complements local businesses.

General Plan

Park City’s Economic Development Plan encourages facilitation and establishment of attractions and areas of interest for both visitors and residents, maintaining and improving the balance of Sustainable Community goals by going beyond economic initiatives to include social and environmental strategies, and protection and preservation of the historic Main Street downtown area as the heart of the region.

These proposed Land Management Code amendments were reviewed for consistency with the Park City General Plan. Park City General Plan Goal 11 states, “Support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience,” and Objective 11A states, “The vibrancy of Park City’s resorts is essential to the success of resort support businesses. The City must provide flexibility to allow the primary resorts to evolve with the tourism industry, increase occupancy rates year round, and create more demand for the resort support industries throughout the City.”

Process

Amendments to the Land Management Code require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per LMC § 15-1-18.

Department Review

This report has been reviewed by Economic Development, Finance, Legal and Community Development Departments.

Notice

Legal notice of a public hearing was posted in the required public spaces and public notice websites and published in the Park Record on September 26, 2018 per requirements of the Land Management Code.

Public Input

Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of Land Management Code amendments.

Recommendation

The Planning Department requests the City Council open a public hearing, review the proposed Municipal and Land Management Code amendments regarding Food Truck Locations and operational standards, and approve the amendments.

Exhibits

Exhibit 1 LMC Draft Ordinance

- Exhibit A – LMC § 15-2.5-2 Uses in Historic Recreation Commercial (HRC) District
- Exhibit B – LMC § 15-2.6-2 Uses in Historic Commercial Business (HCB) District
- Exhibit C – LMC § 15-2.7-2 Uses in Recreation and Open Space (ROS) District
- Exhibit D – LMC § 15-2.13-2 Uses in Residential Development (RD) District
- Exhibit E – LMC § 15-2.14-2 Uses in Residential Development-Medium Density (RDM) District
- Exhibit F – LMC § 15-2.16-2 Uses in Recreation Commercial (RC) District
- Exhibit G – LMC § 15-2.17-2 Uses in Regional Commercial Overlay (RCO) District
- Exhibit H – LMC § 15-2.18-2 Uses in General Commercial (GC) District
- Exhibit I – LMC § 15-2.19-2 Uses in Light Industrial (LI) District
- Exhibit J – LMC § 15-2.22-2 Uses in Public Use Transition (PUT) District
- Exhibit K – LMC § 15-2.23-2 Uses in Community Transition (CT) District

Exhibit L – LMC § 15-15 Defined Terms
Exhibit M – Title 4 Licensing Draft Ordinance

Exhibit 1 – Draft Ordinance

Ordinance No. 2018-55

AN ORDINANCE REGULATING FOOD TRUCK LOCATIONS AND AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING 15-2.5-2 USES IN HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT; 15-2.6-2 USES IN HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT; 15-2.7-2 USES IN RECREATION AND OPEN SPACE (ROS) DISTRICT; 15-2.13-2 USES IN RESIDENTIAL DEVELOPMENT (RD) DISTRICT; 15-2.14-2 USES IN RESIDENTIAL DEVELOPMENT-MEDIUM DENSITY (RDM) DISTRICT; 15-2.16-2 USES IN RECREATION COMMERCIAL (RC) DISTRICT; 15-2.17-2 USES IN REGIONAL COMMERCIAL OVERLAY (RCO) DISTRICT; 15-2.18-2 USES IN GENERAL COMMERCIAL (GC) DISTRICT; 15-2.19-2 USES IN LIGHT INDUSTRIAL (LI) DISTRICT; 15-2.22-2 USES IN PUBLIC USE TRANSITION (PUT) DISTRICT; 15-2.23-2 USES IN COMMUNITY TRANSITION (CT) DISTRICT; AND 15-15 DEFINED TERMS.

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah, to promote the health, safety, and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives, and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to promote unique experiences for residents and visitors; and

WHEREAS, the City reviews the Land Management Code (LMC) on a regular basis and identifies necessary amendments to address planning and zoning issues; to address specific LMC issues raised by Staff, Planning Commission, and City Council; to align the Code with the Council's goals; and

WHEREAS, Utah Code 10-8-84 grants the City the right to pass ordinances that are necessary to provide for safety and health and to promote the prosperity of the City. Utah Code 10-9a-102 grants the City the right to pass such laws for the use of land; and

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of attractions and areas of interest for both visitors and residents, maintaining and improving the balance of Sustainable Community goals by going beyond economic initiatives to include social and environmental strategies, and protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, Utah Code Section 11-56-103 preserves City authority:

- (a) requiring a food truck operator to comply with local zoning and land use regulations;
- (b) promulgating local ordinances and regulations consistent with Utah Code that

- address how and where a food truck may operate within the political subdivision;
- (c) requiring a food truck operator to obtain a special event permit, in accordance with Section 11-56-105; and
 - (d) revoking a license that the City has issued if the operation of the related food truck within the City violates the terms of the license.

WHEREAS, these proposed Land Management Code amendments were reviewed for consistency with the recently adopted Park City General Plan; and

WHEREAS, the proposed code changes address Park City General Plan Goal 11 which states, "Support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience," and Objective 11A which states, "The vibrancy of Park City's resorts is essential to the success of resort support businesses. The City must provide flexibility to allow the primary resorts to evolve with the tourism industry, increase occupancy rates year round, and create more demand for the resort support industries throughout the City;" and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meeting on May 23, 2018 and October 10, 2018, and forwarded a unanimous positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on October 23, 2018; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah, to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council and to protect health and safety and maintain the quality of life for its residents and visitors.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Park City, Utah, as follows:

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.5-2 Uses in Historic Recreation Commercial (HRC) District. The recitals above are incorporated herein as findings of fact. Section 15-2.5-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.6-2 Uses in Historic Commercial Business (HCB) District. The recitals above are incorporated herein as findings of fact. Section 15-2.6-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit B.

SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.7-2 Uses in Recreation Open Space (ROS) District. The recitals

above are incorporated herein as findings of fact. Section 15-2.7-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit C.

SECTION 4. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.13-2 Uses in Residential Development (RD) District. The recitals above are incorporated herein as findings of fact. Section 15-2.13-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit D.

SECTION 5. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.14-2 Uses in Residential Development-Medium Density (RDM) District. The recitals above are incorporated herein as findings of fact. Section 15-2.14-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit E.

SECTION 6. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.16-2 Uses in Recreation Commercial (RC) District. The recitals above are incorporated herein as findings of fact. Section 15-2.16-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit F.

SECTION 7. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.17 Regional Commercial Overlay (RCO) District. The recitals above are incorporated herein as findings of fact. Section 15-2.17-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit G.

SECTION 8. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.18-2 Uses in General Commercial (GC) District. The recitals above are incorporated herein as findings of fact. Section 15-2.18-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit H.

SECTION 9. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.19-2 Uses in Light Industrial (LI) District. The recitals above are incorporated herein as findings of fact. Section 15-2.19-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit I.

SECTION 10. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.22-2 Uses in Public Use Transition (PUT) District. The recitals above are incorporated herein as findings of fact. Section 15-2.22-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit J.

SECTION 11. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.23-2 Uses in Community Transition (CT) District. The recitals above are incorporated herein as findings of fact. Section 15-2.23-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit K.

SECTION 12. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-15 Defined Terms. The recitals above are incorporated

herein as findings of fact. Chapter 15-15 of the Land Management Code of Park City is hereby amended as redlined in Exhibit L.

SECTION 13. APPROVAL OF AMENDMENTS TO TITLE 4 - Municipal Code to Title 4 Licensing. The recitals above are incorporated herein as findings of fact. Title 4 of the Municipal Code of Park City is hereby amended as redlined in Exhibit M.

SECTION 14. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 23rd day of October, 2018

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibits

Exhibit A – LMC § 15-2.5-2 Uses in Historic Recreation Commercial (HRC) District

Exhibit B – LMC § 15-2.6-2 Uses in Historic Commercial Business (HCB) District

Exhibit C – LMC § 15-2.7-2 Uses in Recreation and Open Space (ROS) District

Exhibit D – LMC § 15-2.13-2 Uses in Residential Development (RD) District

Exhibit E – LMC § 15-2.14-2 Uses in Residential Development-Medium Density (RDM) District

Exhibit F – LMC § 15-2.16-2 Uses in Recreation Commercial (RC) District

Exhibit G – LMC § 15-2.17-2 Uses in Recreation Commercial Overlay (RCO) District

Exhibit H – LMC § 15-2.18-2 Uses in General Commercial (GC) District

Exhibit I – LMC § 15-2.19-2 Uses in Light Industrial (LI) District

Exhibit J – LMC § 15-2.22-2 Uses in Public Use Transition (PUT) District

Exhibit K – LMC § 15-2.23-2 Uses in Community Transition (CT) District

Exhibit L – LMC § 15-15 Defined Terms

Exhibit M – Municipal Code Title 4 Licensing

Exhibit A – LMC § 15-2.5-2 Uses in Historic Recreation Commercial (HRC) District

15-2.5-2 USES IN HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT

Uses in the HRC are limited to the following:

A. ALLOWED USES.¹⁰

1. Single Family Dwelling⁵
2. Duplex Dwelling⁵
3. Secondary Living Quarters⁵
4. Lockout Unit^{1,5}
5. Accessory Apartment^{2,5}
6. Nightly Rental⁵
7. Home Occupation⁵
8. Child Care, In-Home Babysitting
9. Child Care, Family³
10. Child Care, Family Group³
11. Child Care Center³
12. Accessory Building and Use
13. Conservation Activity
14. Agriculture
15. Bed and Breakfast Inn^{4,5}
16. Boarding House, Hostel⁵
17. Hotel, Minor, fewer than 16 rooms⁵
18. Office, General⁵
19. Parking Area or Structure, with four (4) or fewer spaces⁵
20. Food Truck Location¹¹

B. CONDITIONAL USES.^{9, 10}

1. Triplex Dwelling⁵
2. Multi-Unit Dwelling⁵
3. Guest House, on Lots one acre⁵
4. Group Care Facility⁵
5. Public and Quasi-Public Institution, Church, School
6. Essential Municipal Public Utility Use, Facility, Service and Structure
7. Telecommunication Antenna⁶
8. Satellite Dish, greater than thirty-nine inches (39") in diameter⁷
9. Plant and Nursery stock products and sales
10. Hotel, Major⁵
11. Timeshare Projects and Conversions⁵
12. Private Residence Club Project and Conversion^{4,5}
13. Office, Intensive⁵
14. Office and Clinic, Medical⁵
15. Financial Institution, without drive-up window⁸
16. Commercial Retail and Service, Minor⁸
17. Commercial Retail and Service, personal improvement⁸
18. Neighborhood Convenience Commercial, without gasoline sales

19. Café or Deli⁸
20. Restaurant, General⁸
21. Restaurant and café, Outdoor Dining⁴
22. Outdoor Events and Uses⁴
23. Bar
24. Parking Area or Structure, with five (5) or more spaces⁵
25. Temporary Improvement⁴
26. Passenger Tramway Station and Ski Base Facility
27. Ski Tow, Ski Lift, Ski Run, and Ski Bridge
28. Recreation Facility, Commercial, Public, and Private
29. Entertainment Facility, Indoor
30. Fences greater than six feet (6') in height from Final Grade⁴
31. Private Residence Club, Off-Site⁵
32. Private Event Facility⁵
33. Special Events⁴

C. **PROHIBITED USES.** Unless otherwise allowed herein, any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

³See LMC Chapter 15-4-9 for Child Care Regulations

⁴Requires an Administrative or Administrative Conditional Use permit, see Section 15-4.

⁵Prohibited in HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue and Park Avenue, excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side storefronts), 780 Main Street, 804 Main Street (for the plaza side storefronts), 875 Main Street, 890 Main Street, 900 Main Street, and 820 Park Avenue. Hotel rooms shall not be located within Storefront Property; however access, circulation, and lobby areas are permitted within Storefront Property.

⁶See LMC Chapter 15-4-14, Supplemental Regulations For Telecommunication Facilities

⁷See LMC Chapter 15-4-13, Supplemental Regulations For Satellite Receiving Antennas

⁸If Gross Floor Area is less than 2,000 sq. ft., the Use shall be considered an Allowed Use

⁹No community locations are defined by Utah Code 32-B-1-102 (Alcoholic Beverage Control Act) are permitted within 200 feet of Main Street unless a variance is permitted for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.

¹⁰Within the HRC Zoning District, no more than seven (7) Conventional Chain Businesses are permitted in Storefront Properties.

¹¹ The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-39 on 3/18/2004

Amended by Ord. 06-69 on 10/19/2006

Amended by Ord. 07-55 on 8/30/2007

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 12-37 on 12/20/2012
Amended by Ord. 16-02 on 1/7/2016
Amended by Ord. 2017-45 on 8/17/201

Exhibit B – LMC § 15-2.6-2 Uses in Historic Commercial Business (HCB) District

15-2.6-2 USES IN HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT

Uses in the Historic Commercial Business (HCB) District are limited to the following:

A. ALLOWED USES.¹¹

1. Single Family Dwelling¹
2. Multi-Unit Dwelling¹
3. Secondary Living Quarters¹
4. Lockout Unit^{1,2}
5. Accessory Apartment^{1,3}
6. Nightly Rental⁴
7. Home Occupation¹
8. Child Care, In-Home Babysitting¹
9. Child Care, Family^{1,5}
10. Child Care, Family Group^{1,5}
11. Child Care Center^{1,5}
12. Accessory Building and Use¹
13. Conservation Activity
14. Agriculture
15. Bed and Breakfast Inn^{1, 6}
16. Boarding House, Hostel¹
17. Hotel, Minor, fewer than 16 rooms¹
18. Office, General¹
19. Office, Moderate Intensive¹
20. Office and Clinic, Medical¹
21. Financial Institution, without drive-up window
22. Commercial Retail and Service, Minor
23. Commercial Retail and Service, personal improvement
24. Commercial Neighborhood Convenience, without gasoline sales
25. Restaurant, Cafe or Deli
26. Restaurant, General
27. Bar
28. Parking Lot, Public or Private with four (4) or fewer spaces
29. Entertainment Facility, Indoor
30. Salt Lake City 2002 Winter Olympic Games Legacy Displays⁷
31. Temporary Winter Balcony Enclosures
32. Food Truck Location¹²

B. CONDITIONAL USES.^{10, 11}

1. Group Care Facility¹
2. Public and Quasi-Public Institution, Church, School
3. Essential Municipal Public Utility Use, Facility, Service, and Structure
4. Telecommunication Antenna⁸
5. Satellite Dish, greater than thirty-nine inches (39") in diameter⁹
6. Plant and Nursery stock products and sales

7. Hotel, Major¹
8. Timeshare Projects and Conversions¹
9. Timeshare Sales Office, Off-Site within an enclosed Building¹
10. Private Residence Club Project and Conversion^{1,6}
11. Commercial Retail and Service, Major
12. Office, Intensive¹
13. Restaurant, Outdoor Dining⁶
14. Outdoor Events and Uses⁶
15. Hospital, Limited Care Facility¹
16. Parking Area or Structure for five (5) or more cars¹
17. Temporary Improvement⁶
18. Passenger Tramway Station and Ski Base Facility
19. Ski Tow, Ski Lift, Ski Run, and Ski Bridge
20. Recreation Facility, Public or Private
21. Recreation Facility, Commercial
22. Fences greater than six feet (6') in height from Final Grade⁶
23. Private Residence Club, Off-Site¹
24. Special Events⁶
25. Private Event Facility¹

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Prohibited in HCB Zoned Storefront Property adjacent to Main Street, Heber Avenue, Grant Avenue, and Swede Alley. Hotel rooms shall not be located within Storefront Property; however access, circulation and lobby areas are permitted within Storefront Property.

²Nightly Rental of Lock Units requires a Conditional Use permit

³See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

⁴Nightly Rental of residential dwellings does not include the Use of dwellings for Commercial Uses

⁵See LMC Chapter 15-4-9 for Child Care Regulations

⁶Requires an Administrative or Administrative Conditional Use permit

⁷Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services Agreement and/or Master Festival License. Requires an Administrative Permit.

⁸See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

⁹See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

¹⁰No community locations as defined by Utah Code 32B-1-102 (Alcoholic Beverage Control Act) are permitted within 200 feet of Main Street unless a variance is permitted for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.

¹¹Within the HCB Zoning District, no more than seventeen (17) Conventional Chain Businesses are permitted in Storefront Properties.

¹²The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 00-51 on 9/21/2000
Amended by Ord. 02-38 on 9/12/2002
Amended by Ord. 04-39 on 3/18/2004
Amended by Ord. 06-69 on 10/19/2006
Amended by Ord. 07-55 on 8/30/2007
Amended by Ord. 09-10 on 3/5/2009
Amended by Ord. 12-37 on 12/20/2012
Amended by Ord. 16-01 on 1/7/2016
Amended by Ord. 16-02 on 1/7/2016
Amended by Ord. 2017-45 on 8/17/2017

Exhibit C – LMC § 15-2.7-2 Uses in Recreation and Open Space (ROS) District

15-2.7-2 Uses in Recreation and Open Space (ROS) District

Uses in the ROS District are limited to the following:

A. ALLOWED USES.

1. Conservation Activity
2. Food Truck Location⁴

B. ADMINISTRATIVE CONDITIONAL USES¹.

1. Trail and Trailhead Improvement
2. Outdoor Recreation Equipment
3. Essential Municipal Public Utility Use, Service, or Structure, less than 600 sq. ft.
4. Accessory Building, less than 600 sq. ft.
5. Ski-related Accessory Building, less than 600 sq. ft.
6. Parking Area or Structure with four (4) or fewer spaces
7. Outdoor Event, Outdoor Music
8. Temporary Construction Improvement
9. Raising, grazing of horses
10. Raising, grazing of livestock
11. Anemometer and Anemometer Towers

C. CONDITIONAL USES.

1. Agriculture
2. Recreational Outdoor and Trail Lighting
3. Recreation Facility, Private
4. Recreation Facility, Public
5. Recreation Facility, Commercial
6. Golf Course
7. Passenger Tramway Station and Ski Base Facility
8. Ski Tow Rope, Ski Lift, Ski Run and Ski Bridge
9. Recreational Sports Field
10. Skating Rink
11. Skateboard Park
12. Public and Quasi-Public Institution, Church, and School, Park, Plaza, Structure for Public Assembly, greater than 600 sq. ft.
13. Essential Municipal Public Utility Use, Facility, Service, and Structure, greater than 600 sq. ft.
14. Accessory Building, greater than 600 sq. ft.
15. Ski-Related Accessory Building, greater than 600 sq. ft.
16. Child Care Center
17. Commercial Stable, Riding Academy
18. Vehicle Control Gates²
19. Resort Support, Commercial
20. Cemetery
21. Parking Area or Structure with five (5) or more spaces
22. Telecommunications Antenna³

- 23. Mines and Mine Exploration
- 24. Plant and Nursery stock products and sales
- 25. Fences greater than six feet (6') in height from Final Grade.
- 26. Small Wind Energy Systems

D. **PROHIBITED USES.** Any use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Subject to an Administrative Conditional Use permit and/or Master Festival license review process. Master Festivals are temporary in nature. All related temporary Structures are restricted to specific time frames and shall be removed at the expiration of the Master Festival permit.

²See Section 15-4-19 for specific review criteria for gates

³Subject to LMC Chapter 15-4-14, Telecommunications

⁴The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-08 on 3/4/2004

Amended by Ord. 09-10 on 3/5/2009

Exhibit D – LMC § 15-2.13-2 Uses in Residential Development (RD) District

15-2.13-2 USES IN RESIDENTIAL DEVELOPMENT (RD) DISTRICT

Uses in the RD District are limited to the following:

A. ALLOWED USES.

1. Single-Family Dwelling
2. Duplex Dwelling
3. Secondary Living Quarters
4. Lockout Unit¹
5. Accessory Apartment²
6. Nightly Rental³
7. Home Occupation
8. Child Care, In-Home Babysitting⁴
9. Child Care, Family⁴
10. Child Care, Family Group⁴
11. Accessory Building and Use
12. Conservation Activity Agriculture
13. Parking Area or Structure with four (4) or fewer spaces
14. Recreation Facility, Private
15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
16. Food Truck Location¹⁵

B. CONDITIONAL USES.

1. Triplex Dwelling⁶
2. Multi-Unit Dwelling⁶
3. Guest House
4. Group Care Facility
5. Child Care Center⁴
6. Public and Quasi-Public Institution, Church, and School
7. Essential Municipal Public Utility Use, Facility, Service, and Structure
8. Telecommunication Antenna⁷
9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁸
10. Raising, grazing of horses
11. Cemetery
12. Bed and Breakfast Inn
13. Hotel, Minor⁶
14. Hotel, Major⁶
15. Private Residence Club Project and Conversion¹⁰
16. Office, General^{6,9}
17. Office, Moderate Intensive^{6,9}
18. Office, Medical^{6,9}
19. Financial Institution without drive-up window^{6,9}
20. Commercial Retail and Service, Minor^{6,9}
21. Commercial Retail and Service, personal improvement^{6,9}
22. Commercial, Resort Support^{6,9}

23. Café or Deli^{6,9}
24. Restaurant, Standard^{6,9}
25. Restaurant, Outdoor Dining¹⁰
26. Outdoor Event¹⁰
27. Bar^{6,9}
28. Hospital, Limited Care Facility^{6,9}
29. Parking Area or Structure with five (5) or more spaces
30. Temporary Improvement¹⁰
31. Passenger Tramway Station and Ski Base Facility¹¹
32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge¹¹
33. Recreation Facility, Public
34. Recreation Facility, Commercial⁶
35. Entertainment Facility, Indoor^{6,9}
36. Commercial Stables, Riding Academy¹²
37. Master Planned Development with moderate income housing density bonus¹²
38. Master Planned Development with residential and transient lodging Uses only¹²
39. Master Planned Development with Support Retail and Minor Service Commercial Uses¹²
40. Heliport¹²
41. Vehicle Control Gate¹³
42. Fences and walls greater than six feet (6') in height from Final Grade¹⁰
43. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁴
44. Amenities Club

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See LMC Chapter 15-4-7, Supplemental Regulations for Accessory Apartments

³Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain and Mellow Mountain Estates Subdivisions

⁴See LMC Chapter 15-4-9 for Child Care Regulations

⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License.

⁶Subject to provisions of LMC Chapter 15-6, Master Planned Development

⁷See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunications Facilities

⁸See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁹Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Developments.

¹⁰Requires an administrative Conditional Use permit.

¹¹As part of an approved Ski Area Master Plan. See LMC Chapter 15-4-18.

¹²Subject to provisions of LMC Chapter 15-6, Master Planned Development

¹³See Section 15-4-19 for specific review criteria for gates

¹⁴Olympic Legacy Displays limited to those specific Structures approved under the

SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹⁵ The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

*Adopted by Ord. 00-51 on 9/21/2000
Amended by Ord. 02-38 on 9/12/2002
Amended by Ord. 04-08 on 3/4/2004
Amended by Ord. 05-39 on 6/30/2005
Amended by Ord. 06-76 on 11/9/2006
Amended by Ord. 11-05 on 1/27/2011
Amended by Ord. 14-35 on 6/26/2014*

Exhibit E – LMC § 15-2.14-2 Uses in Residential Development-Medium Density (RDM) District

15-2.14-2 USES IN RESIDENTIAL DEVELOPMENT-MEDIUM DENSITY (RDM) DISTRICT

Uses in the RDM District are limited to the following:

A. ALLOWED USES.

1. Single Family Dwelling
2. Duplex Dwelling
3. Triplex Dwelling
4. Secondary Living Quarters
5. Lockout Unit¹
6. Accessory Apartment²
7. Nightly Rental³
8. Home Occupation
9. Child Care, In Home Babysitting⁴
10. Child Care, Family⁴
11. Child Care, Family Group⁴
12. Accessory Building and Use
13. Conservation Activity
14. Agriculture
15. Parking Area or Structure with four (4) or fewer spaces
16. Recreation Facility, Private
17. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
18. Food Truck Location¹⁴

B. CONDITIONAL USES.

1. Multi Unit Dwelling⁶
2. Guest House
3. Group Care Facility
4. Child Care Center
5. Public and Quasi Public Institution, Church, and School
6. Essential Municipal Public Utility Use, Facility, Service, and Structure
7. Telecommunication Antenna⁷
8. Satellite Dish, greater than thirty nine inches (39") in diameter⁸
9. Raising grazing of horses
10. Cemetery
11. Bed and Breakfast Inn
12. Boarding House, Hotel
13. Hotel, Minor⁶
14. Hotel, Major⁶
15. Private Residence Club Project and Conversion¹¹
16. Office, General⁶,
17. Office, Moderate Intensive^{6,9}
18. Office and Clinic, Medical^{6,10}

19. Financial Institution, without drive up window^{6,10}
20. Commercial Retail and Service, Minor^{6,10}
21. Commercial Retail and Service, personal improvement^{6,10}
22. Commercial, Resort Support^{6,10}
23. Cafe or Deli^{6,10}
24. Restaurant, Standard^{6,10}
25. Restaurant, Outdoor Dining¹¹
26. Outdoor Event¹¹
27. Bar^{6,10}
28. Hospital, Limited Care Facility^{6,9}
29. Parking Area or Structure with five (5) or fewer spaces
30. Temporary Improvement¹¹
31. Passenger Tramway Station and Ski Base Facility¹²
32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge¹²
33. Recreation Facility, Public
34. Recreation Facility, Commercial⁶
35. Entertainment Facility, Indoor^{6,9}
36. Commercial Stables, Riding Academy^{6,10}
37. Master Planned Development with moderate income housing Density bonus⁶
38. Master Planned Development with residential and transient lodging Uses only⁶
39. Master Planned Development with Support Retail and Minor Service Commercial⁶
40. Fences greater than six feet (6') in height from Final Grade
41. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹³

C. **PROHOBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly Rental of Lockout Units requires a Conditional Use permit.

²See LMC Chapter 15-4, Accessory Apartments.

³Nightly Rentals do not include the Use of Dwellings for Commercial Use.

⁴See LMC Chapter 15-4, Child Care Regulations

⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License

⁶Subject to provisions of LMC Chapter 15-6, Master Planned Development.

⁷See LMC Chapter 15-4-14, Telecommunication Facilities.

⁸See LMC Chapter 15-4-13, Satellite Receiving Antennas.

⁹General Offices are only permitted with an approved Master Planned Development and may only be approved as the redevelopment of an existing Building or Property. In addition to meeting the necessary criteria in the LMC Chapter 15-6 MPD's, the Planning Commission must find that: a) the redevelopment of an existing Building or Property to a General Office use will substantially advance the objectives of Economic Element of the General Plan or other more specific neighborhood plans; b) it has minimized/eliminated any potential detrimental impact on the resort and/or resort-residential character of the RDM District and the Frontage Protection

Zone through careful planning and conditions of approval; c) it will not result in an intensification of use incompatible with neighboring developments; and d) it will not result in substantial increase in the existing trip generations for services and deliveries.

¹⁰Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Development.

¹¹Requires an administrative Conditional Use permit.

¹²As part of an approved Ski Area Master Plan. See LMC Chapter 15-4-18, Passenger Tramways and Ski Base Facilities

¹³Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹⁴The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 02-24 on 6/27/2002

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-39 on 3/18/2004

Amended by Ord. 06-76 on 11/9/2006

Exhibit F – LMC § 15-2.16-2 Uses in Recreation Commercial (RC) District

15-2.16-2 USES IN RECREATION COMMERCIAL (RC) DISTRICT

Uses in the RC District are limited to the following:

A. ALLOWED USES.

1. Single Family Dwelling
2. Duplex Dwelling
3. Triplex Dwelling
4. Secondary Living Quarters
5. Lockout Unit¹
6. Accessory Apartment²
7. Nightly Rental³
8. Home Occupation
9. Child Care, In-Home Babysitting⁴
10. Child Care, Family⁴
11. Child Care, Family Group⁴
12. Child Care Center⁴
13. Accessory Building and Use
14. Conservation Activity
15. Agriculture
16. Bed & Breakfast Inn
17. Boarding House, Hostel
18. Hotel, Minor
19. Parking Area or Structure with four (4) or fewer spaces
20. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
21. Food Truck Location¹¹

B. CONDITIONAL USES.

1. Multi-Unit Dwelling
2. Group Care Facility
3. Public and Quasi-Public Institution, Church, and School
4. Essential Municipal and Public Utility Use, Facility, Service, and Structure
5. Telecommunications Antenna⁶
6. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁷
7. Raising, grazing of horses
8. Cemetery
9. Hotel, Major
10. Timeshare Project and Conversion
11. Timeshare Sales Office
12. Private Residence Club Project and Conversion⁹
13. Office, General⁸
14. Office, Moderate⁸
15. Office and Clinic, Medical⁸
16. Financial Institution without drive-up window⁸
17. Minor Retail and Service Commercial⁸

18. Retail and Service Commercial, personal improvement⁸
19. Transportation Service⁸
20. Neighborhood Market, without gasoline sales⁸
21. Café or Deli⁸
22. Restaurant, General⁸
23. Restaurant, Outdoor Dining^{8,9}
24. Bar⁸
25. Hospital, Limited Care Facility⁸
26. Parking Area or Structure with five (5) or more spaces
27. Temporary Improvement⁹
28. Passenger Tramway Station and Ski Base Facility¹⁰
29. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge¹⁰
30. Outdoor Events and Uses⁹
31. Recreation Facility, Public and Private⁸
32. Recreation Facility, Commercial⁸
33. Entertainment Facility, Indoor⁸
34. Commercial Stables, Riding Academy⁸
35. Master Planned Developments
36. Heliport⁸
37. Special Events⁹
38. Amenities Club

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly Rental of Lockout Units requires a Conditional Use permit

²See LMC Chapter 15-4, Supplemental Regulations for Accessory Apartments

³Nightly Rentals do not include the Use of dwellings for Commercial Uses

⁴See LMC Chapter 15-4-9, Child Care Regulations

⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License. Requires an Administrative Permit.

⁶See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

⁷See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁸As support Use to primary Development or Use, subject to provisions of LMC Chapter 15-6, Master Planned Development

⁹Requires an Administrative or Administrative Conditional Use permit, see Section 15-4

¹⁰As part of an approved Ski Area Master Plan

¹¹The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-39 on 3/18/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 09-10 on 3/5/2009
Amended by Ord. 11-05 on 1/27/2011
Amended by Ord. 15-35 on 10/12/2015

Exhibit G – LMC § 15-2.17-2 Uses in Regional Commercial Overlay (RCO) District

15-2.17-2 USES IN REGIONAL COMMERCIAL OVERLAY (RCO) DISTRICT

Uses in the RCO District are limited to the following:

A. ALLOWED USES.

1. Secondary Living Quarters
2. Lockout Unit¹
3. Accessory Apartment²
4. Nightly Rental
5. Home Occupation
6. Child Care, In-Home Babysitting³
7. Child Care, Family³
8. Child Care, Family Group³
9. Accessory Building and Use
10. Conservation Activity
11. Agriculture
12. Parking Area or Structure with four (4) or fewer spaces
13. Recreation Facility, Private
14. Allowed Uses in the Underlying Zoning District
15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁴
16. Food Truck Location¹¹

B. CONDITIONAL USES.

1. Multi-Unit Dwelling⁵
2. Group Care Facility⁵
3. Child Care Center^{3,5}
4. Public and Quasi-Public Institution, Church and School⁵
5. Essential Municipal Public Utility Use, Facility, Service, and Structure⁵
6. Telecommunication Antenna⁶
7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁷
8. Plant and Nursery stock products and sales⁵
9. Bed and Breakfast Inn⁵
10. Boarding House, Hostel⁵
11. Hotel, Minor⁵
12. Hotel, Major⁵
13. Private Residence Club Project and Conversion⁹
14. Timeshare Sales Office, off-site⁵
15. Office, General⁵
16. Office, Moderate Intensive⁵
17. Office, Intensive⁵
18. Office and Clinic, Medical⁵
19. Financial Institution, with and without drive-up window^{5,8}
20. Retail and Service Commercial, Minor⁵
21. Retail and Service Commercial, personal improvement⁵
22. Retail and Service Commercial, Major⁵
23. Transportation Service⁵

24. Retail Drive-Up Window⁸
25. Neighborhood Convenience Commercial⁵
26. Commercial, Resort Support⁵
27. Gasoline Service Station⁵
28. Cafe, Deli⁵
29. Restaurant, General⁵
30. Restaurant, Outdoor Dining⁹
31. Outdoor Event⁹
32. Restaurant, Drive-up window⁸
33. Bar⁵
34. Hospital, Limited Care Facility⁵
35. Hospital, General⁵
36. Parking Area or Garage with five (5) or more spaces⁸
37. Temporary Improvement⁹
38. Passenger Tramway Station and Ski Base Facility⁵
39. Ski tow rope, ski lift, ski run, and ski bridge⁵
40. Recreation Facility, Public⁵
41. Recreation Facility, Commercial⁵
42. Entertainment, Indoor⁵
43. Master Planned Developments⁵
44. Heliport⁵
45. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁰

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly Rental of Lockout Units requires a Conditional Use permit

²See LMC Chapter 15-4, Supplemental Regulations for Accessory Apartments

³See LMC Chapter 15-4-9 Child Care Regulations

⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License.

⁵Subject to provisions of Chapter 15-6, Master Planned Developments

⁶See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

⁷See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁸See Section 15-2.18-5 criteria for drive-up windows

⁹Requires an administrative Conditional Use permit

¹⁰Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹¹ The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 00-51 on 9/21/2000
Amended by Ord. 02-38 on 9/12/2002
Amended by Ord. 04-39 on 9/23/2004
Amended by Ord. 06-76 on 11/9/2006

Exhibit H – LMC § 15-2.18-2 Uses in General Commercial (GC) District

15-2.18-2 USES IN GENERAL COMMERCIAL (GC) DISTRICT

Uses in the GC District are limited to the following:

A. ALLOWED USES.

1. Secondary Living Quarters
2. Lockout Unit¹
3. Accessory Apartment²
4. Nightly Rental
5. Home Occupation
6. Child Care, In-Home Babysitting³
7. Child Care, Family³
8. Child Care, Family Group³
9. Child Care Center³
10. Accessory Building and Use
11. Conservation Activity
12. Agriculture
13. Plant and Nursery Stock production and sales
14. Bed & Breakfast Inn
15. Boarding House, Hostel
16. Hotel, Minor
17. Hotel, Major
18. Office, General
19. Office, Moderate Intensive
20. Office, Intensive
21. Office and Clinic, Medical and Veterinary Clinic
22. Financial Institution without a drive-up window
23. Commercial, Resort Support
24. Retail and Service Commercial, Minor
25. Retail and Service Commercial, Personal Improvement
26. Retail and Service Commercial, Major
27. Cafe or Deli
28. Restaurant, General
29. Hospital, Limited Care Facility
30. Parking Area or Structure with four (4) or fewer spaces
31. Parking Area or Structure with five (5) or more spaces
32. Recreation Facility, Private
33. Food Truck Location¹⁰

B. CONDITIONAL USES.

1. Single Family Dwelling
2. Duplex Dwelling
3. Triplex Dwelling
4. Multi-Unit Dwelling
5. Group Care Facility
6. Public and Quasi-Public Institution, Church, and School

7. Essential Municipal Public Utility Use, Facility, Service, and Structure
8. Telecommunication Antenna⁴
9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁵
10. Timeshare Project and Conversion
11. Timeshare Sales Office, off-site within an enclosed Building
12. Private Residence Club Project and Conversion⁸
13. Financial Institution with a Drive-up Window⁶
14. Retail and Service Commercial with Outdoor Storage
15. Retail and Service Commercial, Auto Related
16. Transportation Service
17. Retail Drive-Up Window⁶
18. Gasoline Service Station
19. Restaurant and Cafe, Outdoor Dining⁷
20. Restaurant, Drive-up Window⁶
21. Outdoor Event⁷
22. Bar
23. Sexually Oriented Businesses⁸
24. Hospital, General
25. Light Industrial Manufacturing and Assembly
26. Temporary Improvement⁷
27. Passenger Tramway and Ski Base Facility
28. Ski tow rope, ski lift, ski run, and ski bridge
29. Commercial Parking Lot or Structure
30. Recreation Facility, Public
31. Recreation Facility, Commercial
32. Indoor Entertainment Facility
33. Master Planned Development with moderate housing density bonus⁹
34. Master Planned Developments⁹
35. Heliport
36. Temporary Sales Trailer in conjunction with an active Building permit for the Site.⁸
37. Fences greater than six feet (6') in height from Final Grade⁷
38. Household Pet, Boarding⁷
39. Household Pet, Daycare⁷
40. Household Pet, Grooming⁷

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly rental of Lockout Units requires Conditional Use permit

²See LMC Chapter 15-4, Supplemental Regulations for Accessory Apartments

³See LMC Chapter 15-4-9 Child Care Regulations

⁴See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

⁵See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁶See Section 2-18-6 for Drive-Up Window review

⁷Requires an administrative Conditional Use permit

⁸See Section 2-17-8 for additional criteria.

⁹Subject to provisions of LMC Chapter 15-6, Master Planned Development

¹⁰ The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-39 on 9/23/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 14-57 on 11/20/2014

Exhibit I – LMC § 15-2.19-2 Uses in Light Industrial (LI) District

15-2.19-2 USES IN LIGHT INDUSTRIAL (LI) DISTRICT

Uses in the LI District are limited to the following:

A. ALLOWED USES.

Secondary Living Quarters

1. Accessory Apartment¹
2. Nightly Rental
3. Home Occupation
4. Child Care, In-Home Babysitting²
5. Child Care, Family²
6. Child Care, Family Group²
7. Child Care Center²
8. Agriculture
9. Plant and Nursery Stock
10. Office, General
11. Office, Moderate Intensive
12. Office, Intensive
13. Financial Institution without drive-up window
14. Retail and Service Commercial, Minor
15. Retail and Service Commercial, Personal Improvement
16. Retail and Service Commercial, Major
17. Commercial, Resort Support
18. Hospital, Limited Care
19. Parking Area or Structure with four (4) or fewer spaces
20. Recreation Facility, Private
21. Food Truck Location⁸

B. CONDITIONAL USES.

1. Multi-Unit Dwelling
2. Group Care Facility
3. Child Care Center²
4. Public and Quasi-Public Institution, Church, and School
5. Essential Municipal Public Utility Use, Facility, Service, and Structure
6. Telecommunication Antenna³
7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁴
8. Accessory Building and Use
9. Raising, grazing of horses
10. Bed and Breakfast Inn
11. Boarding House, Hostel
12. Hotel, Minor
13. Private Residence Club Project and Conversion⁶
14. Office and Clinic, Medical and Veterinary Clinic
15. Financial Institutions with Drive-Up Window⁵
16. Retail and Service Commercial with Outdoor Storage
17. Retail and Service Commercial, Auto-Related

18. Transportation Services
19. Retail Drive-Up Window⁵
20. Gasoline Service Station
21. Café or Deli
22. Restaurant, General
23. Restaurant, Outdoor Dining
24. Restaurant, Drive-Up Window⁵
25. Outdoor Event⁶
26. Bar
27. Hospital, General
28. Light Industrial Manufacturing and Assembly Facility
29. Parking Area or Structure with five (5) or more spaces
30. Temporary Improvement⁶
31. Passenger Tramway Station and Ski Base Facility
32. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge
33. Recreation Facility, Public
34. Recreation Facility, Commercial
35. Entertainment Facility, Indoor
36. Commercial Stables, Riding Academy
37. Master Planned Developments⁷
38. Heliports
39. Commercial Parking Lot or Structure
40. Temporary Sales Office, in conjunction with an active Building permit.
41. Fences and Walls greater than six feet (6') in height from Final Grade⁶
42. Household Pet, Boarding⁶
43. Household Pet, Daycare⁶
44. Household Pet, Grooming⁶

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹See LMC Chapter 15-4, Supplemental Regulations for Accessory Apartments

²See LMC Chapter 15-4-9 Child Care Regulations

³See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

⁴See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁵See Section 2.19-8 for Drive-Up Window review criteria

⁶Subject to an administrative Conditional Use permit.

⁷Subject to provisions of LMC Chapter 15-6, Master Planned Development.

⁸The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-39 on 9/23/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 14-57 on 11/20/2014

Exhibit J – LMC § 15-2.22-2 Uses in Public Use Transition (PUT) District

15-2.22-2 USES IN PUBLIC USE TRANSITION (PUT) DISTRICT

Uses in the Public Use Transition District are limited to the following:

A. ALLOWED USES.

1. Municipal/Institutional Accessory Building and Use 600 sf or less
2. Conservation Activity
3. Parking Lot, Public or Private with four (4) or fewer spaces
4. Public Utility or Essential Services
5. Public Assembly Uses
6. Outdoor Events
7. Food Truck Location⁵

B. CONDITIONAL USES.

1. Public and Quasi-Public Institution, Church, School, Post Office
2. Entertainment Facility, Outdoor
3. Essential Municipal Public Utility Use, Facility, or Service Structure
4. Parking Area or Structure for five (5) or more cars
5. Liquor Store
6. Commercial Retail and Service, Minor
7. Outdoor Recreation Equipment
8. Outdoor Grills/Beverage Service Stations
9. Restaurant, Outdoor Dining¹
10. Restaurant, Café or Deli
11. Accessory Building or Use greater than 600 sf
12. Telecommunication Antenna²
13. Satellite Dish, greater than thirty-nine inches (39”) in diameter³
14. Temporary Improvement/Outdoor Use
15. Salt Lake City 2002 Winter Olympic Legacy Displays⁴
16. Master Planned Developments
17. Passenger Tramways, ski towers, and ski lift facilities.

C. PROHIBITED USES. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Required Administrative Conditional Use permit

²See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

³See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

⁵The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 05-12 on 3/3/2005

Exhibit K – LMC § 15-2.23-2 Uses in Community Transition (CT) District

15-2.23-2 USES IN COMMUNITY TRANSITION (CT) DISTRICT

Uses in the Community Transition District are limited to the following:

A. ALLOWED USES.

1. Conservation Activities
2. Home Occupation
3. In-home Babysitting
4. Family Child Care
5. Secondary Living Quarters
6. Agriculture
7. Food Truck Location²

B. ADMINISTRATIVE CONDITIONAL USES.

1. Trails and Trailhead Improvements
2. Outdoor Recreation Equipment
3. Essential Public Utility Use, Service or Structure less than 600 sf
4. Accessory Buildings less than 600 sf
5. Parking Areas with 4 or fewer spaces
6. Outdoor Events and Outdoor Music, see Section 15-4
7. Temporary Improvement
8. Outdoor Dining and support retail associated with support Uses with an MPD
9. Special Events
10. Fences and Walls, see Section 15-4
11. Anemometer and Anemometer Tower

C. CONDITIONAL USES.

1. Master Planned Developments (MPDs)
2. Public, Quasi-Public, Civic, Municipal Uses
3. General Acute Hospital
4. Alternative Professional Health-related Services
5. Athletic Training and Testing Offices and Facilities
6. Athletic Program Administrative Offices
7. Support Short-Term Athlete Housing or lodging associated with an approved recreation facility (within an approved MPD)
8. Accredited Physician Office Space
9. Accredited Medical & Dental Clinics
10. Medical Heliport
11. Group Care Facility
12. Ancillary Support Commercial (within an approved MPD)
 - a. Gift Shop
 - b. Dispensing pharmacy
 - c. Medical supply
 - d. Restaurant
 - e. Deli
 - f. Outdoor Grills/ Beverage Service Stations

- g. Child Care Center
- 13. Recreation Facility, Public and Private
- 14. Recreation Facility, Commercial
- 15. Park and Ride Lot
- 16. Municipal/Institutional Accessory Building and Use
- 17. Parking Lot, Public or
- 18. Public Utility or Essential Services
- 19. Single Family Dwelling (with an approved MPD¹)
- 20. Duplex Dwelling (with an approved MPD¹)
- 21. Multi-Unit Dwelling (with an approved MPD¹)
- 22. Telecommunication Antenna
- 23. Transit Facilities
- 24. Parking Areas, Lots, and Structures with more than five (5) Parking Spaces
- 25. Raising and Grazing of Horses
- 26. Commercial Riding Stables
- 27. Small Energy Wind Systems

D. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Residential Uses cannot exceed 1 unit/acre

² The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Adopted by Ord. 06-48 on 6/29/2006

Amended by Ord. 07-25 on 4/19/2007

Amended by Ord. 09-10 on 3/5/2009

Exhibit L – LMC § 15-15 Defined Terms

15-15 DEFINED TERMS

FOOD TRUCK.

- (a) “Food Truck” means a fully encased food service establishment:
 - (i) on a motor vehicle or on a trailer that a motor vehicle pulls to transport; and
 - (ii) from which a food truck vendor, standing within the frame of the vehicle, prepares, cooks, sells, or serves food or beverages for immediate human consumption; and
 - (iii) does not include the sale of any products other than food and beverages for human consumption.
- (b) “Food truck” does not include a food cart or an ice cream truck.
- (c) “Food cart” means a cart:
 - (i) that is not motorized; and
 - (ii) that a vendor, standing outside the frame of the cart, uses to prepare, sell, or serve food or beverages for immediate human consumption.
- (d) “Ice cream truck” means a fully encased food service establishment:
 - (i) on a motor vehicle or on a trailer that a motor vehicle pulls to transport;
 - (ii) from which a vendor, from within the frame of the vehicle, serves ice cream;
 - (iii) that attracts patrons by traveling through a residential area and signaling the truck’s presence in the area, including by playing music; and
 - (iv) that may stop to serve ice cream at the signal of a patron.

FOOD TRUCK LOCATION. The location on either 1) private property; or 2) public property pursuant to a City concession or franchise agreement where one or more Food Trucks may park and sell product for ten (10) hours or more a week. Food Truck Locations may not occupy code required parking area for previously approved Development Activity.

Exhibit M – Municipal Code Title 4 Licensing

4 Licensing

4-1 Definitions

4-2 General Licensing

4-3 General Application Process

4-4 Licensing Fees

4-4A Repealed By Ord 2017-51

4-5 Regulation Of Specific Businesses

4-6 Alcoholic Beverage Licenses

4-6A Repealed By Ord 2017-51

4-6B Repealed By Ord 2017-51

4-7 Convention Sales And Commercial Hospitality

4-8 For-Hire Vehicles

4-8A Repealed By Ord 2017-51

4-9 ~~Street~~ Mobile Vendors

4-10 Solicitors

4-11 Sexually Oriented Businesses

4-1 Definitions

4-1-1 Definitions

All words and phrases used in this Title shall have the following meanings unless a different meaning clearly appears from the context:

4-1-1.1 ART. Original works of fine Art, graphic Art, and aesthetic objects produced by the Artist. It shall not include any artwork produced by any Person other than the Artist displaying the artwork, or any artwork purchased or taken on consignment and held for resale.

4-1-1.2 ARTIST. The creator of the Art who exhibits his/her own Art for sale. Artist does not include street musician.

4-1-1.3 AVAILABLE CITY PROPERTY. The green space at the northeast intersection of Park Avenue and 9th Street, Park City, Utah, owned and operated by the City, and alternatively pursuant to 4-10-3(E)(1), City Park.

4-1-1.4 BACKGROUND CHECK CERTIFICATE. Certificate issued by the Bureau of Criminal Investigation that includes the applicant's name, certificate date of issuance, and date of expiration, and a statement that the certificate holder has met the requirements of the background check.

4-1-1.5 BEDROOM. Each room in a hotel, motel, lodge, timeshare project, condominium project, single family residence, or other Nightly Lodging Facility that is intended primarily for the temporary use of transient guests for sleeping purposes.

4-1-1.6 BUSINESS. A distinct and separate Person or entity Engaging in Business, as those terms are defined herein. A Business is distinguished from another Business by separate state sales tax numbers or separate ownership.

4-1-1.7 CITY. Park City, Utah.

4-1-1.8 COMMERCIAL VEHICLES AND TRAILERS. Motor vehicles used for a Business' normal activities, but not used to transport people to, from, and within Park City for a fee. Such vehicles include but are not limited to vehicles used for deliveries, commercial hauling, and snow removal services, as well as cargo rental vehicles, concrete trucks, and dump trucks.

4-1-1.9 CONDUCTING BUSINESS. For purposes of this Title the term "Conducting Business" shall include the sale or offering for sale of any goods or merchandise, marketing or promoting, or the offering or performing of any service for valuable consideration of any kind.

4-1-1.10 CONSULTANT LICENSE. Any individual, company, or agent Engaging in Business by performing consultant style services such as interior design, landscaping, and similar service jobs within Park City limits without having their Place of Business within the City limits must obtain a Consultant License.

4-1-1.11 CORPORATE SPONSOR. Any Business enterprise or combination of Business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the event operating expenditure budget.

4-1-1.12 DABC. The Utah Department of Alcoholic Beverage Control.

4-1-1.13 DIVISION. The Park City Business Licensing Division.

4-1-1.14 EMPLOYEE BASED. Businesses which lease or otherwise provide employees to other businesses or any Person in return for consideration. Such businesses include but are not limited to employment agencies and security firms.

4-1-1.15 ENGAGING IN BUSINESS. Includes all activities engaged in within the corporate limits of Park City carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term Business unless otherwise specifically prescribed. "Engaging in Business" includes but is not limited to the sale, rental, Gifting, or promotion of tangible personal or real property at retail or wholesale, the manufacturing of goods or property, and the rendering of personal services for others for consideration by Persons engaged in any profession, trade, craft, Business, occupation, or other calling, except the rendering of personal services by an employee to his/her employer under any contract of personal employment. Each manufacturing or originating company, whether individually occupying a premise, including home occupations and home offices, or co-locating, shall be required to obtain an individual Business license for that Business activity.

4-1-1.16 EXHIBIT. To display for sale with the intent or expectation of receiving valuable consideration for the item displayed.

4-1-1.17 FARE. The consideration or charge of a For-Hire Vehicle to provide service for a passenger within Park City. Consideration may include non-cash value such as participating in a commercial promotional activity such as viewing real estate or timeshare information,

merchandise or Art display, or display of movies, videos, or DVDs within or on a vehicle in exchange for the passenger delivery.

4-1-1.18 FOOD TRUCK. A fully encased food service establishment:

1. on a motor vehicle or on a trailer that a motor vehicle pulls to transport; and
2. from which a Food Truck vendor, standing within the frame of the vehicle, prepares, cooks, sells, or serves food or beverages for immediate human consumption; and
3. does not include the sale of any products other than food and beverages for human consumption.
4. “Food Truck” does not include a Food Cart or an Ice Cream truck as defined in 4-1-1.27

4-1-1.19 FOOD TRUCK LOCATION. The location on either 1) private property; or 2) public property pursuant to a City concession or franchise agreement where one or more Food Trucks may park and sell product for ten (10) hours or more a week. Food Truck Locations may not occupy code required parking area for previously approved Development Activity.

4-1-1.2018 FOR-HIRE VEHICLE. A vehicle used to transport passengers for a fee. For-Hire Vehicles include Shuttles, Taxicabs, limousines, or similar vehicles used for the purposes outlined in this Title.

4-1-1.2119 FOR-HIRE VEHICLE BUSINESS LICENSE. A Park City Business license issued by Park City authorizing the licensee thereof to conduct a For-Hire Vehicle Business.

4-1-1.2220 FOR-HIRE VEHICLE STICKER. A sticker issued by the City indicating that the owner of the vehicle has met all requirements to obtain a Business license from the City to conduct a For-Hire Vehicle Business.

4-1-1.2321 GIFTING. Includes various hospitality, Gifting, filming, display, exhibiting, or promotional use of goods not for sale and other related activity that are marketing or promoting tools in which goods are given or traded to the public in general or desirable people so that the product will be associated with those people and appear in publications, media, internet, etc., and give the product exposure. Gifting is not just the display of goods with the hopes of future orders; it involves actually giving the product away, where the consideration for the gift is the exposure of the product, and includes direct or indirect interaction with customers, potential customers in order to increase awareness of a product, or service of company. Corporate groups that receive gifts purchased by the corporation that are not provided by another entity and are exclusively for the group will not be considered Gifting.

4-1-1.2422 HOURLY USER CAPACITY. The maximum number of Persons that can be safely and reasonably accommodated per hour by an amusement park, golf course, athletic club, theater, bowling alley, tennis club, racquetball club, swimming pool, ski lift, gondola, or tram, and any other recreational, sports, or entertainment facility.

4-1-1.2523 INSTRUCTOR LICENSE. Any individual engaged in instructing individuals or groups, or teaching, giving, or offering lessons, classes, training, or other programs to individuals or groups such as ice skating lessons, etc., must obtain an Instructor License.

4-1-1.2624 LICENSE FEE(S). Fees as defined by the Business License Fee Schedule found at <http://www.parkcity.org/government/municipal-codes-policies-and-fees>.

4-1-1.2725 MAIN STREET BUSINESS IMPROVEMENT DISTRICT. Main Street Business Improvement District (BID) is defined as all businesses located in the following area:

The BID boundary shall follow the centerline of the following streets: Beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of the 9th Street, then west on 9th Street to the intersection of the 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning.

4-1-1.2826 MOBILE FOOD VENDOR. Any ~~motorized~~ means of conveyance ~~that is required to be licensed by the State Division of Motor Vehicles from which consumable on-site food service is offered.~~ of goods or merchandise from push carts, mobile wagons, or motor vehicles. Street Vendors do not include Food Trucks as defined in 4-1-1.18. Mobile Food Vendors are restricted to serving construction sites.

4-1-1.2927 NIGHTLY LODGING FACILITY. Any place where any portion is rented or otherwise made available to Persons for transient lodging purposes for a period less than thirty (30) days including, without limitation, a hotel, motel, lodge, condominium project, single family residence, or timeshare project.

4-1-1.3028 NON-PROFIT CORPORATION. A corporation organized for some purpose other than making a profit and, as such, may enjoy a tax exempt status.

4-1-1.3129 NUISANCE. For the purposes of the Alcoholic Beverage Licenses Chapter of this Title, any licensed premises where:

1. Alcoholic beverages are manufactured, sold, kept, bartered, stored, consumed, given away, or used contrary to the Alcohol Beverage Control Act or this Code;
2. Intoxicated Persons are permitted to loiter about; or profanity, indecent, immoral, loud, or boisterous language or immoral, unruly, disorderly, lewd, obscene conduct is permitted or carried on;
3. Persons under the age of twenty-one (21) are permitted to purchase or drink beer or liquor;
4. City, county, state, or federal laws or ordinances are violated by the licensee or his/her agents or patrons with the consent or knowledge of licensee which tend to affect the public health, safety, peace, or morals;
5. Patrons throw litter or other objects within the licensed premises or from the licensed premises in a manner which tends to affect the public safety or health; or
6. Patrons are permitted to remove opened containers of alcoholic beverages or glasses containing alcoholic beverages from the licensed premises to the public street or way.

4-1-1.3230 PERSON(S). Any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, partnership, joint venture, club, company, Business trust, corporation, association, society, or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise.

4-1-1.3331 PLACE OF BUSINESS. A place at which one carries on and Engages in Business; each separate location maintained or operated by the licensee within Park City from which Business activity is conducted or transacted.

4-1-1.3432 RESTAURANT. A Business location at which a variety of foods are prepared and at which complete meals are served to the general public in indoor or outdoor dining accommodations, and is engaged primarily in serving meals to the general public. This does not include ~~street~~ Mobile Vendors or ~~mobile food vendor~~ Food Trucks.

4-1-1.3533 ROUTE DELIVERY. Any delivery made to customers of a Business, which makes repeated door-to-door deliveries to the same households along designated routes with an established time interval in between delivery visits. The majority of such deliveries must be to fulfill orders previously made by the customer. However, nothing in this Title shall prevent orders from being taken from established customers and filled during such delivery visits. Such businesses will include, but not be limited to, dairies and sellers of bulk meats or produce.

4-1-1.3634 SHUTTLE. A vehicle that travels between fixed locations for a set or predetermined Fare.

4-1-1.3735 SKI RESORT. A ski area that operates as a distinct and separate enterprise and which is deemed to include, without limitation, the ski runs, ski lifts, and related facilities that are part of the ski area and primarily service the patrons of the ski area. The Ski Resort includes ski instruction, tours, first aid stations, parking garages, management and maintenance facilities, and workshops, but does not include food service, ski rentals, or retail sales of goods or merchandise, which are all deemed separate businesses even if owned by a resort operator.

4-1-1.3836 SKIER DAY. A three (3) year average of the total number of lift tickets sold each year between November 1 and June 30, including daily lift tickets, resident coupons, complimentary tickets, and an estimated average of season pass holders' daily use. The three (3) year average shall be calculated by the Ski Resort and shall include the three (3) most recent years of operation from November 1 through June 30. The City may audit the analysis and any Business records relied upon for the analysis. The calculation shall be submitted to the Finance Department by July 15 of each year.

4-1-1.3937 SOLICITED DELIVERY. A delivery of previously ordered goods or services or the United States mail. Solicited Delivery includes, but is not limited to, the delivery of newspapers or publications pursuant to a subscription, the United States mail, parcel delivery services, businesses engaging in Route Delivery, or Persons delivering previously ordered goods or services on behalf of an established retailer of those goods or services.

4-1-1.4038 SOLICITOR. A Person who contacts individuals or the general public for the purpose of taking orders for goods or services, or encouraging attendance at sales presentations, lectures, seminars, or the like, at which goods or services are promoted or offered for sale, whether the presentation is held within Park City or not, provided that the Solicitor makes contact with the public at a location other than at the regular Place of Business at which the goods or services are actually sold or performed. For purposes of this Title, the term "goods or services" shall include merchandise, produce, personal services, property services, investment opportunities, franchises, time intervals in the use of ownership or real property, and any other kind of tangible or intangible thing that is given in exchange for valuable consideration.

4-1-1.4139 SQUARE FOOTAGE. The aggregate number of square feet of area within a Place of Business that is used by a licensee Engaging in Business.

4-1-1.4240 TAXICAB. A vehicle used to transport passengers for a Fare.

4-1-1.4341 TRANSPORTATION NETWORK COMPANY (TNC). The Transportation Network Company Registration Act defines a TNC as an entity that:

- a. Uses a software application to connect a passenger to a transportation network driver providing transportation network services;
- b. Is not a For-Hire Vehicle; and
- c. Does not own, control, operate, or manage the vehicle used to provide the transportation network services.

4-1-1.4442 UNIT. Any separately rented portion of a hotel, motel, condominium, apartment building, single family residence, duplex, triplex, or other residential dwelling without limitation.

4-1-1.4543 UNSOLICITED DELIVERY. The delivery of any unsolicited newspaper or publication, sample product, or advertising material. Unsolicited newspapers or publications, sample products, or advertising material shall include, but not be limited to, handbills describing or offering goods or services for sale, any goods or products that were not previously ordered by the homeowner or occupant, any newspaper or publication delivered without a subscription by the owner or occupant, and any coupons or rebate offers for goods and services.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [10-21](#) on 5/20/2010

Amended by Ord. [13-32](#) on 9/5/2013

Amended by Ord. [16-07](#) on 1/28/2015

Amended by Ord. [2016-45](#) on 9/22/2016

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2 General Licensing

4-2-1 Unlawful To Operate Without A License

4-2-2 Business Confined To Enclosed Building

4-2-3 Business Confined To Private Property

4-2-4 Use Of Public Property

4-2-5 Branch Establishments

4-2-6 Separate Businesses, Licensed Premises

4-2-7 Multiple Licensing

4-2-8 Duty To Display License

4-2-9 Exceptions To Business License

4-2-10 No Temporary Licenses

4-2-11 Certain Acts Prohibited

4-2-12 Licenses Non-Transferable

4-2-13 Outdoor Sales

4-2-14 Outdoor Speakers On Main Street

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

4-2-16 Thru 4-2-29 Repealed By Ord. 2017-51

4-2-1 Unlawful To Operate Without A License

Unless exempted by state or federal law or by this Title, it shall be unlawful for any Person to engage in Business within Park City, whether on a temporary or permanent basis, without first being issued the license required by this Title. All licenses issued under the provisions of this Title are non-transferable and expire on September 30 of each year.

Unless exempted by state or federal law or by this Title, any Person who engages in Business without being issued a license or paying all necessary fees under this Title shall pay double the specified fee for said license. The payment of such double fee shall not relieve any Person from fully complying with all the requirements of this Code, nor from any other prescribed penalties. Payment of such double fee or any unpaid portion thereof may be compelled by civil action in any court of competent jurisdiction. The acceptance of any portion less than the entire amount of such double fee by any officer or employee of the City shall not constitute a waiver or release of the balance thereof.

Except as otherwise provided in this Title, any Person who temporarily or permanently engages in Business within the City without first obtaining a license as herein provided, or after such license has been revoked, shall be punished by a fine not to exceed the maximum Class “B” misdemeanor fine under state law or by a term of imprisonment up to six months, or by both fine and term of imprisonment as provided in Section 1-1-8 of this Code.

HISTORY

Amended by Ord. [14-50](#) on 10/2/2014

Amended by Ord. [2016-45](#) on 9/22/2016

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-2 Business Confined To Enclosed Building

Except as authorized by this Title, Special Events, or approved under the Land Management Code, all businesses within Park City are to be conducted within a fully enclosed building, ~~except for outdoor dining, or other permanent conditional uses which have been given approval under the Land Management Code.~~

HISTORY

Amended by Ord. [14-50](#) on 10/2/2014

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-3 Business Confined To Private Property

Unless specifically licensed to do so under this or other ordinances, it shall be unlawful for any Person to solicit Business within any public street, sidewalk, alleyway, or within the public parks, golf course, or publicly owned parking areas, unless said Person has received prior approval from the appropriate City department and executed a concession contract with the City.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-4 Use Of Public Property

The City Council may grant specific temporary licenses to applicants to sell food, alcoholic beverages, or merchandise in City parks or at other locations on public property. In granting these temporary licenses, preferences shall be given to non-profit organizations and civic groups before profit-making businesses are licensed to conduct a temporary Business within the parks or on other City property. Such licenses shall be issued only after receiving the approval of the appropriate City department and execution of a concessions or franchise contract with the City.

HISTORY

Amended by Ord. [13-29](#) on 9/5/2013

Amended by Ord. [14-50](#) on 10/2/2014

Amended by Ord. [2017-47](#) on 8/17/2017

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-5 Branch Establishments

A separate license must be obtained for each branch establishment or separate location in which Business is engaged in, within the City, as if such branch establishment or location were a separate Business, and each license shall authorize the licensee to engage only in the Business licensed thereby at the location or in the manner designated in such license, provided, that warehouses and distributing places used in connection with or incident to a Business licensed under this Title shall not be deemed to be separate places of Business or branch establishments.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-6 Separate Businesses, Licensed Premises

Where two (2) or more Persons conduct separate businesses at the same location, each such Person shall provide individual Utah tax identification numbers if sales transactions are taking place, federal tax identification numbers if only promotion or Gifting is taking place, be responsible for all required licensing, inspections, and sign permits for each such Business, and pay the required License Fees for such Business. Where a Person has a license pursuant to provisions in the Alcoholic Beverage Licenses Chapter of this Title, that Person shall obtain a separate Business license for each licensed premises.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-7 Multiple Licensing

Any one Person may be issued any of the licenses described and created in this Title and may simultaneously hold more than one (1) license, and/or a regular Park City Business license. The granting of multiple licenses shall not grant privileges not specifically granted by the licenses issued, nor shall the issuance of multiple licenses extend the time limitations imposed on any of these special licenses that are of a temporary nature. Suspension or revocation of one of the multiple licenses shall not act as an automatic suspension of any other license then in effect.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-8 Duty To Display License

Every licensee licensed pursuant to the provisions of this Title shall display the license in some prominent part of the Place of Business. Type 2 convention sales licenses, and associated temporary occupant load signs and fire permits, shall be displayed on the front door of the Place

of Business. Every licensee not having a fixed Place of Business shall carry such license on their Person at all times in a visible position while carrying on the Business for which the license is issued and shall produce the license for inspection when requested to do so by any Person.

HISTORY

Amended by Ord. [13-29](#) on 9/5/2013

Amended by Ord. [14-50](#) on 10/2/2014

Amended by Ord. [2017-47](#) on 8/17/2017

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-9 Exceptions To Business License

No Business license shall be required under this Title upon the following Persons or businesses:

- A. Any individual, company, or agent that is exempted under Utah Code Title 58, unless the individual, company, or agent has office space within the limits of Park City;
- B. Traditional hotel/Restaurant offerings including private dinner bookings in Restaurants, existing entertainment such as in Restaurant outlets or lounges etc., or groups utilizing interior signage;
- C. Any Person, firm, or organization, i.e., tournament referees, ski race officials, sport camp instructors, whose contract is for a period of thirty (30) days or less per year, and whose contract relates directly to recreation programs or services in Park City, is not required to obtain a Business license;
- D. No license shall be required for sales of surplus household goods or furnishings at a private residence in the garage or yard. If a garage sale is held more frequently than three (3) days in any one (1) calendar quarter at the same residence, it shall be deemed to be Conducting Business on a regular basis and a regular Business license for the sale of that kind of merchandise is required. If the sale is in a zone that does not permit the sale of merchandise as a permitted or conditional use, further sales are unlawful. Sales tax on all sales is required under state law, and this Title shall not be construed as attempting to waive the requirement that tax be collected.

HISTORY

Amended by Ord. [07-58](#) on 9/20/2007

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-10 No Temporary Licenses

Any Person Engaging in Business on a temporary basis within Park City shall be required to obtain the license required by this Title in the same manner and shall be subject to the same fees as a Person Engaging in Business on a permanent basis within Park City.

HISTORY

Amended by Ord. [13-29](#) on 9/5/2013

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-11 Certain Acts Prohibited

It shall be unlawful for any Person, Business, corporation, partnership, or other entity to attract or attempt to attract people to that Person or that licensee's Place of Business by calling, shouting, hawking, ringing any bells, horn, sounding any siren or other noisemaking device, or by displaying any light or lantern, or by waving, hailing, or otherwise signaling to passersby, or by touching or physically detaining them. It shall be unlawful to pass handbills, flyers, or other

advertising material by handing such material to passersby, or placing them on porches or vehicles, or attaching them to light or sign posts or poles.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-12 Licenses Non-Transferable

No license issued under this Title is transferable from the original licensee to any other Person, partnership, corporation, or other entity. Each year, as a part of the renewal process, the licensee shall indicate the board of directors, or all partners, and if there are any changes from the previous year, the license shall be reviewed as a new application to the extent of the changes in ownership.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-13 Outdoor Sales

The Finance Department may grant a license to regularly licensed retail and service based Park City businesses, per the Land Management Code, to hold outdoor sales five (5) times a year for a duration of no longer than three (3) days for each outdoor sale; and additionally for up to fifteen (15) individual Sundays per calendar year, either within the Business' own property or on public sidewalks or streets adjoining the Business on the following terms:

- A. **PROMOTION BY MERCHANTS ASSOCIATION.** An association representing tenants in a shopping center or other merchants association representing the businesses in a specific area may apply for an outdoor sale license for the members of that association by providing a list of the merchants participating, and paying a fee which shall be in lieu of and not in addition to the fee assessed against individual businesses.
- B. **SEASONAL PLANTS.** The Finance Department may issue licenses of longer duration to permit the outdoor sale, on a temporary basis, of Christmas trees, landscaping materials, or plants that are of a type and nature that reasonably require the sale to be conducted out of doors. The License Fee for this kind of outdoor sale shall be as set forth in the Business License Fee Schedule and no license shall have duration of more than eight (8) weeks. These licenses may be issued to any Person or Business. Sales shall be confined to commercial zones and to property under the possession and control of the applicant.

HISTORY

Amended by Ord. [09-41](#) on 11/5/2009

Amended by Ord. [2016-45](#) on 9/22/2016

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-14 Outdoor Speakers On Main Street

No licensed Business shall permit or cause to exist any speaker or sound amplification equipment on the outside of any premise on Main Street with the exception of those businesses which are allowed to have outside speakers as a part of their conditional use permit for outdoor dining or performances or events approved by staff as part of a Level Three Special Event License or community celebration.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

- A. A vibrant commercial storefront is a Storefront Property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which meets the following conditions:
 - 1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and
 - 2. Has an active Business License.
- B. If a property does not meet the standards of 4-2-15(A) the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:
 - 1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or
 - 2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- C. Failure to maintain a vibrant commercial storefront in the HCB or HRC zone shall result in the Business at the Storefront Property will not be eligible to apply for a Single Event Alcoholic Beverage Licenses; and,
- D. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council while under an exception shown in 4-2-15(B) or until such a space is occupied by a vibrant commercial storefront.
- E. The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.
- F. Any designation under this Section may be appealed to the Finance Manager or designee; any license denial appeal shall be conducted as set forth in 4-3-15 of this Title.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2017-65](#) on 12/14/2017

Amended by Ord. [2018-16](#) on 5/3/2018

4-2-16 Thru 4-2-29 Repealed By Ord 2017-51

HISTORY

Repealed by Ord. [2017-51](#) on 10/5/2017

4-3 General Application Process

4-3-1 License Application

4-3-2 Specific Additional License Application Requirements

4-3-3 License Application Fee

4-3-4 Code Compliance Inspection

4-3-5 Investigation

4-3-6 License Issuance, Denial, Or Revocation

4-3-7 Issuance Of License Certificate

4-3-8 License Period

4-3-9 License Certificate Renewal

4-3-10 License Renewal Fee, Tax Payment, And Penalty

4-3-11 License Renewal Billing Procedure

4-3-12 Grounds For License Revocation Or Suspension

4-3-13 Alleged License Violation

4-3-14 License Revocation Or Suspension Hearing

4-3-15 License Denial Appeals

4-3-16 And 4-3-17 Repealed By Ord 2017-51

4-3-1 License Application

- A. All Business license applications with a physical location within City limits require a passed Business License Inspection from the Building Department to ensure life safety standards, proper measurements for fee calculation, and Code compliance.

Applications without an inspection

1. If the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply for a Business License without an Inspection only if the applicant provides a letter of intent agreement between the landlord and tenant, with monetary or other proprietary terms redacted if necessary.
 2. The applicant will be notified in writing within ten business days of affirmation or denial of the application.
 3. Within 120 days from the day of application a signed lease or memorandum of lease must be submitted to Finance with monetary or other proprietary terms redacted if necessary or the application shall be denied.
 4. The business license application will be denied after 180 days from application unless the applicant has submitted and paid for a building permit.
 5. The business license application shall be deemed denied if it is pending more than 24 months from application date.
 6. Any denial can be appealed pursuant to Section 4-3-15.
 7. Prior to the License being issued, the applicant must provide a Passed Business License Inspection report to Finance. The Finance Department will recalculate the fees based on the final square footage and either issue a refund or collect additional fees and issue the License.
- B. A Business License Inspection will only be scheduled if:
1. A Certificate of Occupancy has been issued by the Building Department;
 2. A Letter of Completion has been issued by the Building Department; or

3. There is already an existing licensed Business occupying the space and a building permit is not required to accommodate the new Business.
- C. Applications for Business licenses shall be made in writing to the Finance Manager or his/her designee. Each application shall include the:
1. Name of the applicant and DBA, if applicable;
 2. Location and contact information of the Business;
 3. Payment of the applicable fee and tax to be paid, based on the information recorded on the Business License Inspection or previous Business License at that location if within the HRC or HCB Districts as defined in the Land Management Code; or estimated amount if undergoing significant construction or tenant improvements;
 4. Name and contact information of the local Business agent who is authorized to receive service of process and any communication regarding applicant's license, if applicable;
 5. Federal entity identification number
 6. State sales tax reporting number, if applicable;
 7. Copy of the Business License Inspection report showing passed;
 8. State contractor's license number, if applicable;
 9. State real estate broker's license number, if applicable; and
 10. Other information, as needed, for the purpose of guidance of the Finance Manager in issuing the license.
- D. Any change in the above information furnished by the applicant shall be forwarded in writing, within ten (10) days of the change, to the Finance Manager or his/her designee. License application forms shall be prepared and kept on file by the Finance Department.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2017-56](#) on 10/24/2017

4-3-2 Specific Additional License Application Requirements

1. **ALCOHOLIC BEVERAGES.** Applications for all alcoholic beverage licenses must include the following additional information:
 1. The street address of the Business location;
 2. Applicant's criminal history obtained from the Utah Bureau of Criminal Identification completed within three (3) years of applications;
 3. Proof of whether the applicant has complied with the requirements specified in the Alcoholic Beverage Control Act;
 4. The location of any other alcoholic beverage licenses held by the applicant;
 5. The name and Utah address for the Business' agent for service of process;
6. A signature by the applicant stating under oath that the facts contained therein are true; and
7. If the applicant is a partnership, association, corporation, or limited liability company the applicant shall include a certificate of existence, a copy of the articles of incorporation or the written partnership agreement, and the name, street and mailing address, age, citizenship, and criminal history from the Utah Bureau of Criminal Identification for each officer, partner, or director.

2. **SINGLE EVENT ALCOHOLIC BEVERAGES.** Applications for a Single Event Alcoholic Beverage License must include the following additional information:
 1. The street address of the Business location;
 2. A notarized and detailed statement by the applicant certifying their criminal history;
 3. Proof of whether the applicant has complied with the requirements specified in the Alcoholic Beverage Control Act;
 4. The location of any other alcoholic beverage licenses held by the applicant;
 5. The name and Utah address for the Business' agent for service of process;
 6. A signature by the applicant stating under oath that the facts contained therein are true;
 7. A certificate of existence, a copy of the articles of incorporation, the written partnership agreement, or other applicable documentation showing the entity has been in existence for at least one (1) calendar year prior to the date of application;
 8. The name, contact information, and/or any other information needed by the City to verify each officer, partner, or director meets the requirements set forth in the statutes of Utah and this Title; and
 9. An affirmation indicating each officer, partner, or director meets the licensee qualifications set forth in the statutes of Utah and this Title.
3. **NIGHTLY RENTALS.** All new and renewal applications for nightly rentals must also contain the following information:
 1. Property manager's name;
 2. Street address of each Unit;
 3. The cover letter for this application with information common to all Units managed;
 4. The name, address, and telephone number of a local responsible party who is available by telephone twenty four (24) hours per day; and
 5. Supplements to the application and cover letter with any information that changes.
4. **SEXUALLY ORIENTED BUSINESSES.** The specific requirements for a Sexually Oriented Business License, Sexually Oriented Business Employee License, and any additional requirements are located in the Sexually Oriented Businesses Chapter of this Title.
5. **SOLICITORS.** The application for a Solicitor license shall require the following additional information:
 1. Date of birth and social security number of the applicant;
 2. Signatures by both the person to be licensed as a Solicitor and by an authorized representative of the Business or businesses for which the licensee will be solicited, referred to as the "primary business" in this Title; and
 3. Disclosure of the existence of any investigations by any local, state, or federal regulatory agency into allegations of fraud, deceit, securities violations, real estate sales or brokerage license suspension proceedings, or any pending charges on any felony, provided, however, that if the applicant is a licensed real estate or securities salesman, the foregoing information concerning the applicant's background may be supplied by providing the date of issuance of that state license

by the Utah Department of Commerce and such other information as necessary to correctly identify the applicant with that Department.

6. FOOD TRUCKS.

1. Food Truck License – Each application for a Food Truck license must be accompanied by the following:
 - a. A current health department food truck permit from Summit County Health Department;
 - b. A current Park City Fire Inspection permit;
 - c. A sales tax number to report all sales occurring within Park City.

or;
2. Reciprocal Food Truck License – Food truck operators with a current Business license from another political subdivision within the state may apply for a reciprocal Park City Business license and shall provide the following:
 - a. A current Business license granted in another political subdivision within the state;
 - b. A current health department food truck permit from a local health department within the state;
 - c. A current approval of a political subdivision within the state that shows that the food truck passed a fire safety inspection that the other political subdivision conducted in accordance with Utah State Code Subsection 11-56-104(4)(a);
 - d. A temporary sales tax number to report all sales occurring within Park City as per Utah State Tax Commission.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

(...)

NO AMENDMENTS TO: 4-4 Licensing Fees

4-5 Regulation Of Specific Businesses

4-5-1 Regulation Of Vending Machines And Mechanical Devices

4-5-2 Regulation Of Contractors And Builders

4-5-3 Regulation Of Nightly Rentals

4-5-4 Regulation Of Restaurants, Food Service, Taverns, Etc.

4-5-5 Regulation Of Building Material, Hardware, And Lumber

4-5-6 Regulation Of Food Truck Locations

4-5-~~76~~ Regulation Of Automotive Services

4-5-~~87~~ Regulation Of Transportation Service, Passenger, And Snow Removal Operators

4-5-1 Regulation Of Vending Machines And Mechanical Devices

It shall be unlawful to install, or permit to be installed, any kind of mechanical device operated by coin, token, or currency, which sells goods, merchandise, food, beverages, candy, or entertainment services without first having paid the applicable fee on that mechanical device. Further, it shall be unlawful for any Person to permit a machine to be placed on or within his/her premises or Place of Business any such mechanical device on which the fee has not been paid.

HISTORY

Amended by Ord. [07-28](#) on 5/24/2007

Amended by Ord. [07-69](#) on 10/11/2007

Amended by Ord. [10-21](#) on 5/20/2010

Amended by Ord. [13-19](#) on 6/6/2013

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-5-2 Regulation Of Contractors And Builders

All general contractors and subcontractors, including but not limited to, builders, electricians, plumbers, and back flow device technicians, with their principal Place of Business within Park City, shall be assessed a regulatory License Fee each year as set forth in the rate tables. Said fee must be paid and a Business license issued prior to engaging in any construction within the City unless exempted from licensure by state law.

No contractor shall be issued a Business license under this Section unless and until he/she has provided a certified statement that he/she is currently licensed with the Utah Department of Commerce, including the state license number(s) and date of expiration. If said state license expires prior to December 31 of the year, each contractor must provide proof of renewal within ten (10) days of renewal or shall forfeit the City license for the balance of the year.

Contractors are required to obtain a separate office Business license.

HISTORY

Amended by Ord. [13-19](#) on 6/6/2013

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-5-3 Regulation Of Nightly Rentals

All nightly rental Units must be licensed before being offered for rent.

- A. **LICENSEE**. The licensee for rentals under this Section shall be both the local representative and the owner. The local representative shall be deemed the responsible party.
- B. **MANAGEMENT STANDARDS**. The authorized lodging must be properly managed. As a condition to holding a valid license, the licensee agrees to provide or arrange for adequate property management services. In the event an owner's association exists, it shall be responsible for property maintenance. In the event an owner agrees to be responsible for property maintenance, the licensee must present a statement to that effect signed by the owner. The minimum services and management regulations required include:
 1. Snow removal during winter months to a level that allows safe access to the building over the normal pedestrian access to the Unit;
 2. Snow removal service to off-street parking facilities associated with the rental property so that off-street parking is at all times available for occupant use;

3. Summer yard maintenance, including landscaping, weed control, and irrigation to a level that is consistent with the level of landscaping and maintenance on adjoining and nearby properties;
 4. Structural maintenance to preserve substantial code compliance as described herein is required;
 5. Routine upkeep, including painting and repair to a level that is consistent with the level of maintenance on adjoining or nearby properties;
 6. Trash collection which ensures that trash cans are not left at the curb for any period in excess of twenty-four (24) hours; the property must be kept free from accumulated garbage and refuse;
 7. Housekeeping service as a part of hotel or property management company included in property management license;
 8. Parking. On-street parking for nightly rental uses shall not result in an obstruction to traffic and pedestrian circulation or public safety;
 9. Outdoor Displays of Goods and Merchandise. No outdoor display of goods and merchandise shall be permitted as part of any nightly rental use;
 10. Signs. Unless expressly permitted under the Municipal Sign Code, no signs will be permitted for nightly rental uses;
 11. Commercial Uses Prohibited. Nightly rentals may not be used for commercial uses not otherwise permitted in the zone. Nightly rentals may not be converted to Corporate Sponsor or Business houses which are used primarily to distribute retail products or personal services to invitees for marketing or similar purposes, regardless of whether such products or services are charged for.
- C. **NOISE AND OCCUPANCY CONTROL.** The licensee and the owner of rentals under this Section are responsible for regulating the occupancy of the Unit and noise created by the occupants of the Unit. Violation of the Noise Ordinance, violation of occupancy loads, failure to use designated off-street parking, illegal conduct, or any other abuse, which violates any law regarding use or occupancy of the premises, is grounds for revocation. Failure to collect and deposit sales tax is also a violation of the license and grounds for revocation.
- D. **REVIEW CRITERIA.** In determining whether or not a Business license for rental authorized under this Section shall be issued, the application shall be reviewed to see if, in addition to standards and conditions applicable to issuance of all Business licenses, the following conditions and standards are met:
1. The Unit is located within a zone and subzone designated as allowing rentals for the period which the license is applied for;
 2. The access to the rental Unit and the layout of the Unit is such that noise and physical trespass from the proposed rental Unit is not likely to be a substantial intrusion to the adjoining properties. If the proposed rental Unit is a single family home or duplex and shares an access, hallway, common wall, or driveway with another dwelling, written consent of the owner of the other dwelling is required;
 3. The applicant must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual who resides within Summit County, or, in the case of a company, has offices in Summit County. The responsible party is personally liable for the failure to properly manage the rental. The responsible party must be available by telephone,

or otherwise, twenty-four (24) hours per day, and must be able to respond to telephone inquiries within twenty (20) minutes of receipt of such inquiries by that party's answering machine, paging device, or answering service. The responsible party is also designated as the agent for receiving all official communications under this Title from Park City. If the licensee is a property management company or individual other than the owner, such company or individual must comply with applicable state law, including the Securities Division Real Estate Division in the Utah Code, as amended, which requires those who receive valuable consideration to lease property to have a state license;

4. The application must bear a sales tax collection and accounting number for the rental operation. This number may be the sales tax accounting number used by the property management company responsible for that Unit, or may be specific to the Unit, but no license will be effective until the sales tax number is provided.

HISTORY

Amended by Ord. [13-19](#) on 6/6/2013

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-5-4 Regulation Of Restaurants, Food Service, Taverns, Etc.

Outdoor dining areas connected with any food service establishment shall be assessed at a rate lower than the rest of the establishment as listed in the Business License Fee Schedule.

Catering services shall be licensed at the rate established in the rate tables per employee unless the operation is a Solicited Delivery, part of a full service Restaurant, or part of a Restaurant operation, in which case catering is included in that license.

HISTORY

Amended by Ord. [04-19](#) on 7/3/2004

Amended by Ord. [08-14](#) on 5/29/2008

Amended by Ord. [10-21](#) on 5/20/2010

Amended by Ord. [13-19](#) on 6/6/2013

Amended by Ord. [2016-45](#) on 9/22/2016

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-5-5 Regulation Of Building Material, Hardware, And Lumber

Lumber stores shall be assessed at the retail rate by square foot of space under roof, including retail areas, lumber storage, and shop space, but shall not be assessed for uncovered yard space.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-5-6 Regulation Of Food Truck Location

A licensed Food Truck must be properly managed in an approved Food Truck Location. The applicant shall ensure that a Food Truck Location is operated in a manner consistent with the following:

1. Location Requirements
 - a. Size and location of the Site shall be located within a zone designated as allowing Food Truck Locations; and
 - b. Food Truck must not be located within ten feet (10') of the extension of any building entranceway, doorway, or emergency egress; and
 - c. Food Truck shall not operate within the right-of-way; and

- d. On lots less than one-half (1/2) acre, no more than one (1) Food Truck is allowed to operate.
- 2. Site Requirements
 - a. Food Truck and/or patrons must not impede safe movement of vehicular and pedestrian traffic, snow removal, parking lot circulation or access to any public alley, access easement, or sidewalks and pathways; and
 - b. Food Truck(s) shall be sited on an approved hard-surfaced area; and
 - c. Signs and lighting shall be affixed to the Food Truck. Signs shall comply with Title 12 Sign Code and lighting shall comply with LMC 15-5-5(J) Lighting.
 - d. Food Truck shall not have a drive-through; and
 - e. Shall provide trash and recycling pickup areas and shall identify the location of restroom facilities; and
 - f. Food Truck Locations may not occupy code required parking areas for previously approved Development Activity, except for public parking areas approved by a concession contract by City Council in the Historic Commercial Business District.
- 3. Operation Requirements
 - a. Food Truck may not park in one location for more than twelve (12) hours during any twenty-four (24) hour period; and
 - b. Food Trucks in Commercial Zoning Districts shall operate no later than 2:00 a.m.
 - c. Food Trucks in Residential Zoning Districts shall operate no later than 10 p.m.
 - d. Amplified music or noise is not permitted; and
 - e. If proposed, there shall be a designated plan for the control of delivery and service vehicles, delivery of supplies, loading and unloading zones; and
 - f. Food Truck shall be occupied by the owner or operator at all times; and
 - g. Food Truck Locations within 500 feet of a Level Four and/or Level Five Special Event area may have Conditions of Approval restricting operation during a Special Event period.

4-5-76 Regulation Of Automotive Services

Car rental businesses shall be assessed at a rate per car for rental purposes as of October 1 of each license year, as established in the rate tables.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-5-87 Regulation Of Transportation Service, Passenger, And Snow Removal Operators

License certificates shall take the form of a sticker to be placed on each licensed vehicle. The City shall design stickers that are suitable for this use and are non-removable without the sticker being destroyed. Various kinds of stickers may be used to show the term of a license if issued for less than one (1) year. The sticker shall be displayed on snow removal vehicles, passenger service vehicles, Shuttles, and taxis at all times. If no sticker is displayed, it is prima facie evidence that no license was issued. Delivery and service vehicles with a Business location in Park City on which a License Fee is issued based on Square Footage shall be exempt.

1. Ready-mix concrete trucks, ore hauling trucks, dump trucks, drilling apparatus trucks, cranes, concrete pumping trucks, and other truck-based construction or excavation equipment shall be assessed as set forth in the rate tables per Business engaged in such Business.

2. Businesses which utilize trucks in construction activity are subject to both the fee provisions of this Title and also those for contractors except that an unlimited number of trucks, not exceeding nine thousand pounds gross vehicle weight (9,000 lbs. GVW), may be used in the construction activity without any charge applied to the vehicle.

HISTORY

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

(...)

NO AMENDMENTS TO: 4-6 Alcoholic Beverage Licenses
4-7 Convention Sales and Commercial Hospitality
4-8 For-Hire-Vehicles

4-9-~~Street Mobile~~ Vendors

4-9-1 General

4-9-2 Sales At Construction Sites

4-9-~~23~~ Sales Within Public Right-Of-Way

4-9-~~34~~ Terms And Conditions

4-9-~~45~~ Thru 4-9-29 Repealed By Ord 2017-51

4-9-1 General

It shall be unlawful to sell food, flowers, agricultural products, ice cream, candy, popcorn, or other goods or merchandise from push carts, mobile wagons, or motor vehicles on private or public property except as authorized and licensed under this Title and the Land Management Code.

HISTORY

Amended by Ord. [06-81](#) on 11/30/2006

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-9-2 Sales At Construction Sites

~~At bona fide construction sites a license, as described in Section 4-5-4 of this Title, may be obtained to sell food from motor vehicles located on private property. Licensees must list the construction sites they intend to serve on the license application, and update the list as needed throughout the year.~~

~~Licensees shall not remain at any one site for more than a two (2) hour period per day.~~

~~HISTORY~~

~~Amended by Ord. 06-81 on 11/30/2006~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

4-9-23 Sales Within Public Right-Of-Way

In order to control vending within any public right-of-way in Park City, ~~except at construction sites,~~ only those Mobile ~~✕~~Vendors who have obtained the grant of a franchise from the City or under a permitted Special Event may ~~obtain Business licenses to operate such businesses~~ operate within the public right-of-way. Absent ~~such a franchise, all proper permitting~~ vending within any public right-of-way is strictly prohibited.

~~HISTORY~~

~~Amended by Ord. 06-81 on 11/30/2006~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

4-9-34 Terms And Conditions

Licensed Mobile ~~✕~~Vendors shall be subject to the following terms and conditions:

1. **HEALTH DEPARTMENT APPROVAL.** All Mobile ~~✕~~Vendors serving food or garden produce for human consumption from any cart, wagon, or motor vehicle must have the means of preparing, keeping, and serving the foods approved by the Summit County Health Department. This approval, in writing, must be submitted as part of the license application. Withdrawal of Health Department approval for sanitary or health violations is grounds for revocation of the City license.
2. **LIMITATION ON LOCATIONS.** If a franchise has been obtained from the City, Mobile Vendors ~~✕~~Vending from motor vehicles, which shall include any motorized means of conveyance that is required to be licensed by the State Division of Motor Vehicles, shall be restricted ~~to the sale of food at construction sites or, if a franchise has been obtained from the City, in~~ the Single Family Zone, the RD-MPD Zones within Park Meadows, all Historic Residential Zones (HR-1, HR-2, HRC, HRM), and Sullivan Lane, as designated on the Official Zoning Map of Park City. Street-Mobile Vendors are prohibited from vending ~~is prohibited~~ in locations included in any special event boundary. Street-Mobile Vendors vending on City rights-of-way during construction or other situations creating a public health or safety concern may be prohibited by the City Engineer or Chief of Police. The City will inform any franchise holder of these limitations and the duration of their effect.
3. **VENDORS REQUIRED TO MOVE LOCATION.** It shall be unlawful for any ~~street~~ Mobile ~~✕~~Vendor to obstruct pedestrian or vehicular traffic on streets or sidewalks. It shall also be unlawful for any ~~street-Mobile~~ ✕Vendor to remain in a fixed location for more than one hour at a time. Mobile Vendors shall move a distance of at least fifty feet (50') from their prior location every hour during which they are Conducting Business. It shall be unlawful for any ~~street-Mobile~~ ✕Vendor ~~to conduct~~ Engaging in Business in a location that impairs reasonable pedestrian or vehicular access to any adjoining building, alley, yard, or other property.
4. **FRANCHISE AGREEMENT.** The City, in its sole discretion, may determine the number of franchises to award based upon public necessity, demand of service, pedestrian and vehicular traffic compatibility, competition, and public safety. Any violation of the franchise agreement is grounds for Business license revocation, in addition to any other remedy at law.

5. **HOMEMADE FOOD PRODUCER.** Those producing homemade food or homemade food products pursuant to the Home Consumption and Homemade Food Act are required to obtain a Business license pursuant to this Title but may be exempt from health department approval required in Subsection A so long as the producer meets the requirements outlined in Utah Code Ann. § 4-5a-101 et seq., as amended.

HISTORY

Amended by Ord. [06-81](#) on 11/30/2006

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-9-45 Thru 4-9-29 Repealed By Ord 2017-51

HISTORY

Amended by Ord. [06-81](#) on 11/30/2006

Repealed by Ord. [2017-51](#) on 10/5/2017

(...)

NO AMENDMENTS TO: **4-10 Solicitors**
4-11 Sexually Oriented Businesses

Council Agenda Item Report

Meeting Date: October 23, 2018

Submitted by: Clint Mcafee

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute an Amendment Which Would Extend to October 31, 2019 the Terms of the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation as Currently Amended
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Spiro Tunnel - Salt Lake City Water Agreement Staff Report](#)

[Exhibit B: 2017 Water Agreement](#)



Water Service District Staff Report

Subject: Amendment to Water Supply Agreement between Salt Lake City and Park City
Author: Clint McAfee
Department: Public Utilities
Date: October 23, 2018
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute an amendment which would extend to October 31, 2019 the terms of: 1) the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation; and 2) the March 2, 2016 amendment to the 1991 agreement as amended in the attached agreement. See Attachment A.

Background

PCMC currently leases 1,000 acre feet from SLC's 36% of the water originating from above the 6,600 foot point in the Spiro Tunnel between May 1st and October 31st of each year. The lease agreement was executed on October 8, 1991 and carried an initial twenty-five (25) year term with the option to renew for successive five (5) year periods upon written agreement. On March 2, 2016 PCMC and SLC amended the 1991 agreement to extend the 1991 agreement one year while also enlarging the period of use to year-round. The intent of the amendment was to allow staff an additional year to continue exploring the possibility of a long-term, year-round use agreement. A similar amendment extending the term of the 1991 agreement one year was executed in 2017. The Amendment currently before council would be the third amendment to the 1991 agreement and will again allow staff to continue exploring the possibility of a long-term, year-round use agreement.

The extension of this agreement to October, 2019 will automatically extend for one year the 2017 Spiro Tunnel Water Agreement, whereby Park City supplies snowmaking water to Vail. See Attachment B.

Funding

Costs associated with water diverted will be passed onto the user of the water. The cost of preparing and executing the addendum is included in the current water operations budget.

Attachments

- A 2018 Amendment to Water Supply Agreement
- B 2017 Spiro Tunnel Water Agreement

ATTACHMENT A

2018 Amendment to Water Supply Agreement

This 2018 Amendment to Water Supply Agreement is made and entered into on the ____ day of _____, 2018, by and between Salt Lake City Corporation, a municipal corporation of the State of Utah, (the “**City**”) and Park City Water Service District, a special service district organized and existing pursuant to the provisions of Utah Code Annotated §17A-2-1301 *et seq.*, 1953, as amended, (the “**District**”). The City and the District are hereinafter sometimes referred to as a **Party** and collectively as the **Parties**.

WHEREAS, the City and Park City Municipal Corporation entered into a Water Supply Agreement on October 8, 1991, (hereinafter the “Agreement”), which provided for the City to make available to Park City Municipal Corporation of a portion of Spiro Tunnel Water from May 1 and October 31 of each year, provided that such water was surplus to the City's needs; and

WHEREAS, Park City Municipal Corporation has assigned all of its rights, interests and obligations under the Agreement to the District; and

WHEREFORE, the Agreement has been amended on several occasions, including an Amendment dated March 2, 2016, to extend the term of the Agreement and make available to the District the City's Spiro Tunnel Winter Water; and

WHEREAS, the City and the District now desire to extend the term of the Agreement, as amended, without changing the other terms of the Agreement;

NOW, THEREFORE, in consideration of the premises, the Parties agree to amend the Agreement and the March 2, 2016 Amendment as follows:

1. Paragraph 3 of the March 2, 2016 Amendment is hereby deleted in its entirety and amended to state:

Term. The term of the Agreement shall take effect upon recordation of it by the Salt Lake City Recorder, and shall end on October 31, 2019; provided, however, that the term may be extended upon the written consent of both Parties.

2. Except as provided in this 2018 Amendment, the Agreement, as amended, shall continue in full force and effect in accordance with their terms.

3. Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees. The District represents that it has not (1) provided an illegal gift or payoff to an Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the Parties have caused this 2018 Amendment to Water Supply Agreement to be executed as of the day and year first above written.

PARK CITY WATER SERVICE DISTRICT

Andy Beerman, Chair

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Thomas A. Daley, Sr., Deputy City Attorney

SALT LAKE CITY CORPORATION

Laura Briefer, Director
Salt Lake City Department of Public Utilities

Attest:

Salt Lake City Recorder

Approved as to form:

E. Russell Vetter, Deputy City Attorney

SPIRO TUNNEL WATER AGREEMENT

This Agreement dated October 12, 2017, is between the Park City Water Service District (the "District") and VR CPC Holdings, Inc., a Delaware corporation, d/b/a Park City Resort ("VR").

RECITALS

A. By Amendment to Water Supply Agreement dated October 12, 2017 ("Amendment"), between the Salt Lake City Corporation (the "City") and Park City Water Service District (the "District"), the City has agreed to make available to the District from November 1, 2017 through April 30, 2018 the "Available City Spiro Tunnel Winter Water" as that term is defined in the Amendment.

B. The term of the Amendment extends until October 31, 2018, unless terminated or extended pursuant to the terms of the Amendment.

C. The price for the quantity of the City Spiro Tunnel Winter Water that is used is 55% of the current "Metropolitan Water Rate," payable on a monthly basis. The current Metropolitan Water Rate is \$331.80 per acre foot, and 55% of the Metropolitan Water Rate is \$182.49 per acre foot.

D. The Amendment provides that the Available City Spiro Tunnel Winter Water may be used for snowmaking, and that 80% to 85% of that water will return to the surface streams in the form of snow melt runoff (the "snowmaking return flows").

E. The Amendment further provides that the District shall be entitled to such snowmaking return flows to the extent it files, at the District's expense, an application with the Utah Division of Water Rights seeking credit for the snowmaking return flows, and such application is granted.

F. VR operates the Park City Resort and owns the unencumbered right to 34% of the waters flowing through and from the Spiro Tunnel beyond the first 6600 feet ("VR's Spiro Tunnel water").

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The District agrees to make available to VR for use at the Park City Resort any portion of the Available City Spiro Tunnel Winter Water that VR desires to use during the term of the Amendment.

2. The price for the amount of the City Spiro Tunnel Winter Water used by VR at the Park City Resort shall be the same price set forth in the Amendment. No additional fee shall be charged by the District for such water.

3. The point of delivery of the Available City Spiro Tunnel Winter Water to VR shall be at the District's golf course ponds below the portal of the Spiro Tunnel (the "Point of Delivery"). VR shall measure the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Resort and furnish such information to the District at the end of each month during the snowmaking season.

4. For purposes of this Agreement, the Available City Spiro Tunnel Winter Water used by VR shall be 36% of the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Area of the Park City Resort. VR shall make payment to the District for the amount of Available City Spiro Tunnel Winter Water that VR uses within 30 days of providing the District the monthly information on the amount of water it diverted and used for snowmaking pursuant to paragraph 3 above. VR does not intend to use any of the Available City Spiro Tunnel Winter Water in the Canyons area of Park City Resort.

5. Any information or payment required to be given to the parties hereunder shall be sufficiently given when sent by registered or certified mail addressed or made by hand delivery to:

The District:

Park City Water Service District
Attention: Public Utilities Director
1050 Ironhorse Drive
P.O. Box 1480
Park City, Utah 84060

VR:

VR CPC Holdings, Inc.
Attention: Senior Vice President and Chief Operating Officer
390 Interlocken Crescent
Broomfield, Colorado 80021

With a copy to:

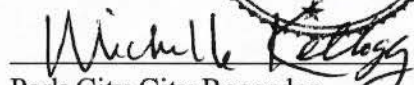
Vail Resorts Management Company
Attention: Legal Department
390 Interlocken Crescent
Broomfield, CO 80021
LegalNotices@vailresorts.com

7. VR shall cooperate with the District in the District's application with the Utah Division of Water Rights seeking credit for the snowmaking return flows resulting from the Available City Spiro Tunnel Winter Water used for snowmaking at the Park City Resort, and provide such information regarding the snowmaking use of water as may be required in connection with such application.

8. This Agreement shall be subject to the terms of the Amendment.

Executed as of the date first set forth above.

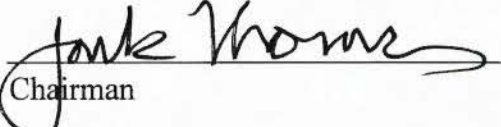
Attest:


Park City City Recorder



PARK CITY WATER SERVICE DISTRICT

By:


Chairman

VR CPC Holdings, Inc., a Delaware corporation,
d/b/a Park City Resort

By:


Senior Vice President