

	<p><b>STANDARD OPERATING PROCEDURE</b>  <b>DEPARTMENT OF PUBLIC WORKS</b></p> <p><b>PROGRAM:</b>  Service Contract</p>		<p><b>ISSUE DATE:</b>  12/1/2021</p>
<p><b>APPROVED BY:</b></p> <hr/> Public Works Director			
<p><b>PERMIT REQUIREMENT SUMMARY:</b></p> <p>4.2.6.7  ...ensure...contractually-required documentation...</p> <p>4.2.6.10  ...contracted staff, and other responsible entities that have primary operation , or maintenance job functions...</p>		<p><b>TARGETED POLLUTANTS:</b></p> <p>Sediment  Nutrients  Heavy Metals  Toxic Materials  Organics  Oil &amp; Grease  Floatables</p>	
<p><b>General:</b>  THIS SOP IS NOT EXPECTED TO COVER ALL NECESSARY PROCEDURE ACTIONS. OPERATORS ARE ALLOWED TO ADAPT SOPS TO UNIQUE SITE CONDITIONS IN GOOD JUDGMENT WHEN IT IS NECESSARY FOR SAFETY, AND THE PROPER, AND EFFECTIVE CONTAINMENT OF POLLUTANTS. HOWEVER, ANY CHANGES OF ROUTINE OPERATIONS MUST BE AMENDED IN THIS SOP.</p> <p><b>1. RATIONAL:</b></p> <p>a) Ensure contracted staff use City minimum SOPs or adequate company SOPs for managing operations that can impact water quality.</p> <p><b>2. REGULAR PROCEDURE:</b></p> <p>a) Require review of all service contracts via contract per City procurement policy. See procurement contract attached.</p> <p>b) Review of all service by manager overseeing the contract and Stormwater Management Plan manager to ensure contract operations conform to City minimum SOPs.</p> <p>c) Use the more stringent of City or company SOPS. Or amend company SOPs to conform to City minimums.</p> <p><b>3. INSPECTIONS</b></p> <p>a) Provide a means to document SOP compliance</p> <p><b>4. DOCUMENTATION:</b></p> <p>a) Record compliance and rectification of non-compliance.</p> <p><b>5. TRAINING:</b></p> <p>a) Education of employees are trained 1/Year</p> <p>b) Ensure Service contractor understands requirements</p>			

## EXHIBIT A

### Service Contract Maintenance Plan

for:

Insert Service Contract

## **CONTENTS**

SECTION 1: PURPOSE AND RESPONSIBILITY  
SECTION 2: OPERATIONS AND POLLUTANT SOURCES  
SECTION 3: DESCRIPTION OF POLLUTION CONTROLS NECESSARY FOR CONTAINMENT  
SECTION 4: TRAINING  
SECTION 5: RECORDKEEPING  
SECTION 6 APPENDICES

## **SECTION 1: PURPOSE AND RESPONSIBILITY**

As required by the Clean Water Act and resultant local regulations, including Riverton City's Municipal Separate Storm Sewer Systems (MS4) Permit, those who provide services for Riverton City must also protect stormwater quality.

The purpose of this Service Contract Maintenance Plan (SCMP) is to manage operations that are necessary to minimize pollutants in both stormwater and non-stormwater runoff, which drains to Midas, and Rose Creek, and the Jordan River. This SCMP describes the services, operations and the minimum standard operating procedures (SOPs) necessary to accomplish this purpose.

**SECTION 2: SERVICE OPERATIONS POLLUTANTS AND SOURCES**  
**SECTION 3: DESCRIPTION OF STANDARD OPERATION PROCEDURES  
NECESSARY TO PREVENT OR CONTAIN OF POLLUTANTS  
ASSOCIATED WITH THE SERVICE**

This section describes what is necessary to prevent or contain pollution that will be generated with this operation or service. The SOPs for the following operations exposed the weather are filed in Appendix B.

*[Insert and describe here, site systems and operations in relation to their contribution or prevention of pollutants associated with this site]*

## **SECTION 4: TRAINING**

The subcontractor will ensure that their employees and subcontractors know and understand the SOPs that are necessary to effectively prevent or contain pollutants associated with the service activity. This training record is kept in Appendix C.

## **SECTION 5: RECORDKEEPING**

The subcontractor will keep a record of activities in accordance with SOPs written specifically for the service to show compliance with the City's MS4 Permit. All information showing compliance with this Plan is also kept in Appendix C.

## **SECTION 6: APPENDICES**

Appendix A- SOPs

Appendix B- SCMP Recordkeeping Documents

## APPENDIX A – SOPs

*[Insert SOPs following this page]*

## APPENDIX B – SCMP RECORDKEEPING DOCUMENTS

*[Insert SCMP Recordkeeping forms following this page]*



**SMP INSPECTION, MAINTENANCE LOG**

*\*\*REMOVE THIS INSTRUCTION TEXT, TYPICAL THROUGH OUT THIS DOCUMENT\*\* (THIS REPORT MUST HAVE A METHOD OF IDENTIFYING PROBLEMS AND SHOW THE MAINTENANCE RECORDS FOR EACH OPERATION OR SYSTEM THAT HAS A POTENTIAL TO POLLUTE THE ENVIRONMENT. YOU MAY USE THIS TEMPLATE OR ONE OF YOUR OWN BUT IT MUST INCORPORATE THE ABOVE MINIMUM REQUIREMENTS. )*

Date Inspection or Maintenance Performed	Action Type Inspection / Maintenance	Operation/Program	Report: (notes and observations)
{inspect and maintain per SOP}		{name of operation/program e.g. Waste Management}	{Description of conditions found; Report of maintenance or corrections}
{inspect and maintain per SOP}		{name of operation/program e.g. Landscape Management}	{Description of conditions found; Report of maintenance or correction}
{inspect and maintain per SOP}		{name of operation/program e.g. Utility Systems Management}	{Description of conditions found; Report of maintenance or corrections}
{inspect and maintain per SOP}		{name of operation/program e.g. Spill Cleanup and Prevention}	{Description of conditions found; Report of maintenance or corrections}
{inspect and maintain per SOP}		{name of operation/program e.g. add the operations and programs as per your plan}	{Description of conditions found; Report of maintenance or corrections}
{2014-02-03}	{Maintenance}	{Waste Management}	{Swept fertilizer from roadway same day as application.}
		{Duplicate or expand form as necessary to document history}	

*\*\*Example of record. \*\**

*\*\* REMOVE THIS INSTRUCTION TEXT, TYPICAL THROUGH OUT THIS DOCUMENT \*\* (THE EMPLOYEES OR CONTRACTORS WHO ARE INVOLVED IN OPERATIONS THAT CAN AFFECT THE QUALITY OF RUNOFF FROM THIS PROPERTY MUST KNOW AND UNDERSTAND THE SOPS REQUIRED FOR THIS PROPERTY. YOU MAY ALSO USE YOUR OWN FORM.)*

See reference URL for City program: <http://goo.gl/7yxaR>

### Annual SOP Training

SOP #	SOP	Trainer	Employees Trained / Service Contractors Informed of SOP	Date

## **ATTACHMENT "A"**

### **STANDARD CONTRACT TERMS AND CONDITIONS**

#### **TERMS OF AGREEMENT**

It is understood and agreed that the term of this agreement is a one (1) year contract with four (4) one year options to renew, determined by the City, and provided the prices remain the same. This contract shall not be automatically renewed. Unless otherwise stated the payment terms of this contract is 2%10 net 30. During the contract period, the contract may be terminated, with or without cause, at any time by either party with advance written notification of at least (30) calendar days. On termination of this contract, all accounts and payments will be processed to date of termination for approved services according the financial arrangements set forth in this agreement.

In the event of any conflict between these standard terms and conditions and any other terms and condition included in this agreement, these standard contract terms and conditions, Attachment "A", will govern.

#### **NON-AVAILABILITY OF FUNDS**

It is understood that if the department fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the contract or the lawful order issued in or for any fiscal year during the term of this contract, the contract and all lawful order's issued shall terminate on the date said funds are no longer available without any termination charges or liability incurring to the City. The City shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this amendment. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to department in the immediately preceding fiscal year.

#### **LIABILITY**

Any damages occurring from the execution of the contract, incidental or otherwise, to City or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

#### **INDEMNIFICATION**

The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities).

The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

## **INSURANCE**

Riverton City requires the insurance provider to be rated an A- or better or a financial category of VII (7) or Higher as rated by AM Best Ratings.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be amount required by Utah Workmen's Compensation Laws. All subcontractors are required to also carry workers compensation insurance as specified above. The City will require employees from companies who choose to not carry workers compensation insurance, (three or less employees) to obtain a Workers Compensation Waiver Form from the State of Utah.

Commercial General Liability insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00.

Commercial Auto insurance in the amount of \$1,000,000.00 per occurrence. The insurance must apply to hired, not owned and owned vehicles.

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Riverton City, its elected officials, appointed officials, officers, employees and volunteers. Coverage is for all operation performed by or on behalf of the named insured.

Riverton City will assume no liabilities for the contractor including any of the contractor's representatives, employees or properties. The contractor agrees to, at all times, protect, indemnify, defend and hold harmless the City and city employees from any and all claims. Contractor shall, at all times, keep the work area in a neat, clean, safe and secure condition to avoid the risk of loss, theft, vandalism or sabotage.

Insurance provided is required to be primary and non-contributory.

Proof of coverage must be provided before work can begin, and agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance policy must be written to have a 30 day written cancelation notice. If any of the required insurance coverage is cancelled or lapse, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to contractor.

## **INDEPENDENT CONTRACT**

It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

## **ASSIGNMENT**

The contractor shall not assign this agreement or assign, pledge transfer or otherwise dispose of its interest or this agreement, without the specific consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the contractor of its obligations hereunder, nor shall such an assignment of other disposition terminate any such claim or defense which the City may have. Riverton City may assert any claim or defense it may have against the contractor and against any such assignee.

## **LICENSE**

Contractor must meet all current licensing requirements of the City, County and State of Utah to do the type of work required under this solicitation including the proper license classifications with a sufficient monetary limit

as established and issued by the division of occupational and professional licensing, state department of commerce. Licensing must be current and valid at the date of bid opening.

License Number: \_\_\_\_\_

### **OSHA REQUIREMENTS**

Contractor agrees to comply with all OSHA requirements that may be associated with this project. For any OSAH violation that occurs with this project the Contractor agrees to pay any fine assessed to the City and the City will not accept any bids from the contractor on any project for the next year.

### **CONFINED SPACE AGREEMENT**

The City will require that each person who is to enter into a confined space, before access is allowed, is to do the following:

1. Read and acknowledge compliance to the Riverton City's Confined Space Entry Policy.
2. Fill out and submit the Confined Space Entry Questionnaire.

The above documents can viewed at the following web site:

### **PERMITS**

The Contractor is responsible to obtain the following Riverton City Permits. Permits can be viewed at the following web sites:

1. Encroachment Permit (bonding is a requirement of this permit)  
<http://www.rivertoncity.com/engineering.main.html>
2. Land Disturbance Permit  
<http://www.rivertoncity.com/stormwater.4020landdisturbance.html>
3. Building Permit  
<http://www.rivertoncity.com/building.main.html>

The Contractor may also be required to obtain permits from other agencies that may be necessary to complete the project.

### **MAINTENANCE AGREEMENT**

For all service contracts, Contractor is responsible to submit a Stormwater Operations and Maintenance Plan. The Operation and maintenance Plan must meet or exceed the intent of the stricter parts of City Stormwater Standard Operation Procedures (SOP) and the SOPs for City Department or Division requesting the service contract.

Submit at copy of the Operation and Maintenance Plan to the Stormwater Division and the Department or Division requesting the service contract.

Obtain approval from the Stormwater Division and the Department or Division requesting the service contract before commencing work.

The City Stormwater SOPs can be found at: <http://www.rivertoncity.com/stormwater.appendixg.html>

### **LIQUIDATED DAMAGES**

**Project must be completed no later than ten (10) calendar days after receipt of notice to proceed.**

Time is the essence of the Contract Documents. Contractor agrees that the City will suffer damage or financial loss if the project is not completed on the agreed completion time or within any time extensions that are allowed by written pre approval. The Contractor and the City agree that proof of the exact amount of any

such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss or late completion, the Contractor agrees to pay the following sums to the City as liquidated damages and not as a penalty.

1. Late Time Completion:

Five hundred dollars and no cents (\$500.00) for each day or part thereof that expires after the completion time until the work is accepted as substantially complete.

2. Late Punch List Time:

Punch list items must be completed within 30 calendar days after the list is delivered. 50% of the amount specified for Late Time Completion for each day or part thereof if the work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery, or received by the Contractor by certified mail.

3. Interruption of Public Services:

No interruption of public services shall be caused by the Contractor, its agents or employees, without the engineer's prior written approval. The City and Contractor agree that in the event the City suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon the City's right to recover the full amount of such damages. One thousand dollars and no cents (\$1,000.00) for each day or part thereof of any utility interruption caused by the Contractor without prior written authorization.

4. Survey Monuments:

No land survey monument shall be disturbed or moved until the City Engineer has been properly notified and the City Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of one thousand dollars and no cents (\$1000.00) to cover such damage and expense.

Time completion may be applied to individual work sequences throughout the project. If it is determined that there will be a number of completion sequences within the project, the above damages will apply to each sequence. The City shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due to the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the City.

## **WORKFORCE**

The Contractor agrees to register and participate in a status verification system such as E-Verify, to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through a status verification system the employment status of each new employee of the respective contractor or subcontractor.

## **WARRANTY**

Contractor warrants all equipment, materials, and labor furnished or performed will be free from defects for a period of twelve (12) months from date of acceptance. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense). Warranty repairs must be completed within 10 calendar days after notice or a negotiated time that is acceptable to the City. All liquidated damages specified for original work will apply on warranty repairs.

**PAYMENT**

Riverton City reserves the right to make payments with a credit card. If the prices change because of a credit card payment bidder must provide two prices, a price for payment by credit card and a price for payment by check.

**TAXATION**

It is understood and agreed that the contractor shall pay and discharge all license fees, assessments, sales, use, property and other tax or taxes lawfully imposed as stated in statute U.C.A.1953 Section 59-12-104.

**NOTICES**

All notices to be given under this agreement shall be made in writing and mailed to the other party at its address as set forth herein or at such other address as the party may provide in writing from time to time. Such notice shall be mailed, return receipt requested, to the parties as follows:

Contractor \_\_\_\_\_  
\_\_\_\_\_

**NO OFFICER OR EMPLOYEE INTEREST**

It is understood and agreed that no officer or employee of Riverton City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the contractor or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises contractor's operations, or authorizes funding of payments to the contractor.

**AFFIDAVITS**

At the time of, or prior to, commencing work, the contractor shall submit a sworn affidavit from each officer, employee or agent of the contractor who has been in contact or communicated with any officer, agent, or employee of the City during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, has either directly or indirectly restrained free and competitive bidding by entering into any agreement, participating in any collusion, or otherwise taken any action unauthorized by the governing body of the City, or in violation of applicable law to secure favorable treatment with respect to being awarded this contract."

**NON-DISCRIMINATION/AFFIRMATIVE ACTION**

The Respondent agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This agreement may be canceled if the contractor fails to comply with the provisions of these laws and regulations. ***The Contractor must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.***

**MODIFICATION OR WITHDRAWAL**

Solicitations may be modified or withdrawn prior to the time set for the opening. After the time set for the opening, there may be no modifications or withdrawals.

## **LAW**

This contract shall be governed and constituted in accordance with the laws of the State of Utah.

## **DEFAULT**

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within less than thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

## **ENTIRE AGREEMENT**

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party, that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.