

# **Park City Municipal Corporation**



## **REQUEST for QUALIFICATIONS**

**for**

**Planning, Design, Engineering & Economic  
Development Services**

**for the**

**Redevelopment of Parking Lot  
Adjacent to Wasatch Brew Pub**

**Issue Date: April 29  
Submittal Due Date: May 19**

**QUALIFICATIONS DUE:** 4:00 p.m., Tuesday, May 19

**For USPS Delivery:**

Park City Municipal Corporation  
*Attention:* Elizabeth Quinn Fregulia  
P.O. Box 1480  
Park City, UT 84060-1480

**For Hand-delivery, Messenger & Overnight Delivery:**

Park City Municipal Corporation  
*Attention:* Elizabeth Quinn Fregulia  
Sustainability Department, 3<sup>rd</sup> Floor  
445 Marsac Avenue  
Park City, UT 84060-1480

**PROJECT NAME:** Redevelopment of the Parking Lot Adjacent to Wasatch Brew Pub

**RFQ AVAILABLE:** Wednesday, April 29, at [www.parkcity.org](http://www.parkcity.org) or via email from [elizabeth.fregulia@parkcity.org](mailto:elizabeth.fregulia@parkcity.org)

**PROJECT ADDRESS:** Intersection of Main Street & Swede Alley, Park City, Utah

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

**CONTACT:** Elizabeth Quinn Fregulia  
[elizabeth.fregulia@parkcity.org](mailto:elizabeth.fregulia@parkcity.org)

**QUESTIONS & ANSWERS:** Please submit all questions in writing to Elizabeth Quinn Fregulia at the above-listed email address. Answers will be posted each Friday by 5pm during the selection process. Park City Municipal Corporation requests that interested firms refrain from contacting any other party regarding this project.

**MODIFICATIONS & ADDENDA:** Any modifications or addenda to the RFQ will be made in redlined form and posted to the website each week, as well as emailed to all parties who have expressed interest. Please check the RFQ site each Friday. Final modifications and/or addenda will be posted to the website no later than Friday, May 15, at 5pm.

**PRE-SUBMITTAL MEETING:** A non-mandatory pre-submittal meeting will be held at 11 am, Thursday, May 7. Location: Park City Council Chambers  
445 Marsac Avenue, Park City, UT  
Please email Elizabeth Quinn Fregulia ([elizabeth.fregulia@parkcity.org](mailto:elizabeth.fregulia@parkcity.org)) if you plan to attend.

## I. Introduction

Driven by the continued and increasing popularity of Historic Main Street and surrounding areas—and as part of a larger Historic Park City Improvement Plan—Park City Municipal Corporation will be redeveloping the parking lot adjacent to the Wasatch Brew Pub. The lot sits at the top of Main Street, anchoring the southern entrance to the City’s heart. It is also one of the last large undeveloped plots in the historic district. For these reasons, the site has been identified as a key element for redevelopment.

The redevelopment seeks to accomplish the following goals:

- Create an anchor and destination at the top of Main Street.
- Create a vibrant, flexible public open space that includes the following:
  - An urban park that becomes a cherished community amenity and one that maintains its vitality throughout the year.
  - A desirable venue for special events.
- Generate revenue. (Revenue generation is not the primary driver defining the project’s success.)
- Potentially honor the sports and Olympic legacy of the City.
- Link to the heritage and history of the City.
- Construct an underground parking garage.

Park City is soliciting qualifications from teams led by architectural firms to design the parking garage, podium-level plaza, and an anchor building or buildings that would be sited at the southern end of the project area, as well as develop the associated revenue concept.

## II. Project Background & Description

**Project Location & Condition:** The project area is a lot created by the intersection of Main Streets and Swede Alley. The project address is approximately 230 Main Street. There is currently no pedestrian link from the transit center or China Bridge parking garage. Current council direction is to pursue a link along Swede Alley to more directly lead visitors debarking from these transit/transportation nodes up to the plaza.

The city will act as the developer and operator of the site and associated facilities. *(Park City may—at some point in the future—transfer, via sale, any market-rate, non-support real estate.)*

Based on economic and feasibility concerns, the site may include either a one- or two-story parking garage, covered by an open plaza space. A building or buildings will anchor the southern edge of the project site.

**Prior Studies:**

The City has conducted feasibility and economic studies of the site over the past four years. The following pertinent documents can be found on the City's website:

<http://bit.ly/1GwI4zc>

- Downtown Projects Staff Report, 04.05.12
- Historic Park City Alliance City Council Presentation, 04.05.12:
- Historic Park City Alliance Position Papers
- Option 1 Schematics
- Options 1 & 2 Site Plans
- Geotechnical Study

**Project Elements:**

The project will consist of the following elements:

- **Parking Garage:**  
Option One: 1-level parking garage  
Option Two: 2-level parking garage
- **Plaza:**  
Option One: Public, Event Plaza with limited public amenities such as restrooms.  
Option Two: Plaza with event infrastructure such as a stage and special-event storage, in addition to restrooms.  
Option Three: Plaza with support commercial/institutional use such as a restaurant, museum, or workforce housing.

**Evaluation of Options:**

As part of the selection process (during the interview phase), short-listed proposers will be asked to evaluate the preliminary schemes included in prior studies and determine their recommended option for both the parking garage and plaza design and components. Proposers will be asked to balance flexibility with utility with regard to the plaza and entertainment venues.

Short-listed proposers will be asked to present a preliminary concept of their recommended approach at the interview.

{Please see Section VII of this document for a schedule of the full selection process.}

**Design & Construction Phasing:**

It is the City's intent to phase the construction of this project over two building seasons, with Phase 1 commencing Spring 2016.

Design Phasing & Public Outreach: The team will design the project in two phases: the parking garage and the plaza level. For each phase, the design team will be required to submit a concept for public approval. Please note that Park City engages in a comprehensive public process and take this into consideration for project phasing and schedule. This iterative process will include multiple meetings with City staff, Council, and other stakeholders to vet programming and design amenities and alternatives.

- **Phase 1 Construction** will consist of construction of the parking garage with temporary surface parking sited on the future location of the plaza. (Design of the plaza will occur during this phase.)
- **Phase 2 Construction** will consist of construction of the podium level: the plaza and any buildings.

**Additional Construction Phasing Considerations:**

When developing their proposed phasing work plan, respondents should take the following elements into consideration:

- high-visibility location and site topography
- Any mechanical components for the building(s) cannot be roof-mounted. They should be undergrounded and/or sited adjacent to the building's southern façade.

*Proper phasing will be a critical component of the project's success.*

### **III. Funding**

The project will be funded by the resort city sales tax. The total project cost (including all construction and soft costs) is approximately \$7 million.

### **IV. Project Delivery Method**

The project delivery method will be CM/GC (Construction Manager/General Contractor) as defined in the State of Utah procurement code.

### **V. Scope of Services**

- Program Verification for Recommended Design Alternative & Proposed Schedule
- Urban & Site Planning including Confirmation of Building and Site Footprints
- Assistance with Permitting and Land-use Approvals, including Historic District Design Review and Planning Commission
- Design
- Bidding Assistance & General Contractor procurement
- Construction Phase Services
- Associated Economic Revenue Scheme

### **VI. Selection Process**

The City will use a two-step selection process for this project:

- *Step 1:* RFQ
- *Step 2:* Technical RFP (including preliminary concept) & Interview

Qualifications submissions will be evaluated on the factors listed in Section VIII of this RFQ and will be good for three months from date of submission.

Upon closure of the qualifications deadline, the remainder of the selection process will include the following milestones (exact dates to be determined):

- A selection committee made up of Park City Municipal Corporation staff, Historic Park City Alliance representatives, and others stakeholders will review all submissions of qualifications.
- The selection committee will short-list three-to-five firms.
- The short-listed firms will be invited to submit a proposal and to attend an interview. (Interviews will be held approximately one week after proposals are submitted.)
- Proposal requirements will include the following:
  - Project Approach & Understanding, including identification of project critical flaws
  - Design Concept in 8 ½ " x 11"
  - Fee proposal composed of a fee schedule—including hours and costs for each team member—as well an estimate of direct expenses.

- Basic Work Plan & Schedule to Accomplish Work
- Economic Model for Proposed Design Direction
- Qualifications (Project Experience, Resumes, References) for additional building consultants, which could—depending upon recommended design direction include the following:
  - MEP Engineer
  - Food-service/Concessionaire Consultant
  - Performance Space & Acoustical Consultants
  - Community Outreach Consultant
- Interview Requirements:
  - Teams will present their recommended design approach and associated economic revenue concept.
  - Attendees:
    - *All attendees must have speaking parts in the interview.*
    - Mandatory Attendance by the following team members:
      - Lead Architect
      - Architect’s Project Manager
      - Lead Landscape Architect
      - Lead Civil Engineer or Senior Staff Member
      - Lead Structural Engineer or Senior Staff Member
      - Lead Economic Consultant or Senior Staff Member
    - Optional Attendees:
      - Senior Architectural Designer and/or Urban Planner
      - Senior Landscape Architectural Designer
      - Landscape Architect’s Project Manager
      - Lead Parking Garage Consultant or Senior Staff Member
      - Select Other Key Staff as Determined by Proposer
- Once interviews have been completed, the committee will select a top-ranked firm. Park City will negotiate a final scope and fee with the top-ranked proposer and recommend to City Council for final approval and contract. Price will not be the sole deciding factor. Award of the contract is subject to approval by City Council.

**VII. Tentative Schedule for Selection Process & Project**

- |  |                             |
|--|-----------------------------|
| • RFQ Issued:  | Wednesday, April 29         |
| • Non-mandatory Pre-submittal Meeting:                     | Thursday, May 7             |
| • Qualifications Due:                                      | Tuesday, May 19             |
| • Short-list of Firms Announced & RFPs Issued:             | Friday, May 22              |
| • Technical RFPs & Preliminary Concepts Due:               | Thursday, June 12           |
| • Interviews:  | Thursday-Friday, June 18-19 |
| • Notification of Award:                                   | Friday, June 19             |
| • City Council Award of Contract:                          | Thursday, July 9            |
| • Phase 1 Design Commences:                                | Thursday, July 16           |
| • Phase 1 Construction Commences/Phase 2 Design Commences: | Spring 2016                 |
| • Phase 1 Construction Certificate of Occupancy:           | December 2016               |
| • Phase 2 Construction Commences:                          | Spring 2017                 |
| • Phase 2 Construction Certificate of Occupancy:           | TBD                         |

## VIII. Submittal Requirements & Selection Criteria

- **Number of Copies:** Please submit one hard copy and one electronic copy (Submit electronic copies on CD-ROM or USB drive. Please do not email qualifications as their size may exceed the limits of PCMC's email server.)
- **Executive Summary:** not to exceed 2 pages.
  - Succinctly describe your qualifications for the project and the collective strengths of your team.
- **Team Profile**
  - Provide 1-page overview for each of the following disciplines:
    - Architect/Urban Designer
    - Landscape Architect
    - Parking Consultant
    - Civil Engineer
    - Structural Engineer
    - Economic Consultant
- **Resumes for Key Team Members (2 pages max per resume)**
  - Limit resumes to two team members per firm.
- **Relevant Experience**—Demonstrate proven capabilities for providing creative design solutions.
  - Include only built projects completed in the last seven years.
  - **15 projects maximum** for all consultant firms included on team.
    - Where possible, include projects that serve as experience for multiple team members.
  - Profile projects that demonstrate experience and excellence in some or all of the following elements:
    - Projects with flexible open spaces that maintain their vibrancy with our without programmed events
    - Phasing on complex, congested urban sites with phased occupancy
    - Experience working with municipalities or other government entities, especially with regard to permitting and shepherding projects through a highly visible public process. Please highlight any experience specific to Park City.
    - Experience bringing projects in on time and on budget
    - Projects that utilized USGBC LEED® and/or Sustainable Sites (SITES®) programs (either certified or certified-equivalent).
    - Projects that demonstrate proven technical, scheduling, quality control, and cost-management capabilities.
- **Billing Rates** for all initial Consultant Firms included on Team
- **References** for projects of similar or greater construction cost. (It is preferred that references are for projects presented in Relevant Experience section.) **Three** references shall be provided for each consultant firm.
- **Contract:** The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with our insurance/indemnity provision), counts against a bidder.

### ***The issuer advises all proposers of the following conditions:***

- Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Proposals lacking required information will not be considered.
- Award of contract is subject to approval by City Council.
- All submittals shall be public records in accordance with government regulations

("GRAMA") unless otherwise designated by the applicant, pursuant to UCA § 63G-2-309, as amended.

- Park City Municipal Corporation reserves the right to change any dates or deadlines.

## **IX. Park City Municipal Standard Service Provider Agreement**

The successful proposer will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

Any service provider who contracts with Park City is required to have a valid Park City business license.

## **X. Preparation of Proposals**

- **Failure to Read:** Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
- **Cost of Developing Proposals:** All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

## **XI. Proposal Information**

- **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.
- **Proposal Ownership:** All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- **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.
- **Cancellation/Modification:** Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFQ 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.
- 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.

Attachment 1: Park City Professional Services Provider Agreement



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

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and \_\_\_\_\_, a Utah corporation (“Service Provider”).

WITNESSETH:

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

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.

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and 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.

# **PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES 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 B,” 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 his 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.

## **4. REPORTS AND INSPECTIONS.**

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

## **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

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

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 incident to the execution of this Agreement and/or the 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 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.

## **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

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

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 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 written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident \$500,000 each accident;  
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as 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. The Certificate of insurance shall warrant that, 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 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.

## **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).

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

## **10. COMPLIANCE WITH LAWS.**

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-11-103.

## **11. NONDISCRIMINATION.**

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider 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. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The 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. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race,

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

creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

- 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.
- 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-11-103

## **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 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. MAINTENANCE AND INSPECTION OF RECORDS.**

- A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its

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

authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

## **15. PROHIBITED INTEREST.**

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **16. 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.

## **17. 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 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

**PARK CITY MUNICIPAL CORPORATION  
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services performed in accordance with the manner of performance set forth in this Agreement.

**18. 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.

**19. 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.

**20. 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.

**21. 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.



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

**22. 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**  
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

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

**SERVICE PROVIDER NAME**

Address:

Address:

City, State, Zip:

Tax ID#: \_\_\_\_\_

PC Business License# BL\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

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 \_\_\_\_\_ 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

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

**EXHIBIT “A”**

SCOPE OF SERVICES

**EXHIBIT “B”**

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

PAYMENT SCHEDULE FOR “EXTRA” WORK