

Park City Municipal Corporation

**REQUEST FOR PROPOSALS FOR
DESIGN AND ENGINEERING**

McPolin Barn Structural Upgrades

**DESIGN, ENGINEERING, HISTORIC DISTRICT DESIGN
REVIEW AND PRESERVATION PLAN,
CONSTRUCTION DOCUMENTS, AND PROJECT
MANAGEMENT**



NOTICE TO CONSULTING TEAMS

**REQUEST FOR PROPOSALS FOR
DESIGN AND ENGINEERING**

McPolin Barn Structural Upgrades

**DESIGN, ENGINEERING, HISTORIC DISTRICT DESIGN REVIEW &
PRESERVATION PLAN, CONSTRUCTION DOCUMENTS, AND PROJECT
MANAGEMENT**

PROPOSALS DUE: 4:00 p.m., November 17, 2015
City Hall, Park City Sustainability Office, 445 Marsac
Avenue, Park City, Utah 84060; to Senior Project Manager
Matthew Twombly via e-mail at mtwombly@parkcity.org,

PROJECT NAME: McPolin Barn Structural Upgrades – Design, Engineering, Historic District Design Review & Preservation Plan, Construction Documents, and Project Management.

RFP AVAILABLE: The RFP is available from Senior Project Manager Matthew Twombly at mtwombly@parkcity.org. A mandatory pre-submission meeting will be held on November 3, 2015 at 1:00 pm at the McPolin Barn, 3000 Highway 224. Any modifications or addendums including questions to the RFP will be made in redlined form on the website each week. Please check the RFP on the website each Friday.

PROJECT LOCATION: McPolin Farm, 3000 Highway 224, Park City, Utah

OWNER/CONTACT: Matthew Twombly
Senior Project Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

All questions shall be submitted in writing no later than 2 PM, November 12, 2015 to Matthew Twombly at mtwombly@parkcity.org.

Park City reserves the right to reject any or all proposals received 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.

I. Introduction

The historic McPolin Barn is one of the most iconic buildings in Park City. The Barn was completed in 1922, and it is constructed of salvaged materials that were recycled from an old silver mine in Park City. The original barn is a rectangular building with two levels and basement crawl space. The barn has a large gambrel roof with exposed rafters. The foundation is sandstone that has been painted white. There is a later stem-wing addition to the Barn that was built in 1954. The interior of the barn was used for housing and milking cows. The floor is concrete with a channel to transport waste. The McPolin Barn is one of the largest dairy barns in Summit County.

The Farm property was purchased by Park City Municipal Corporation (PCMC) in 1990. Shortly after purchase, the City installed support cables, security lighting, and secured exterior doors. In 1998 a fire suppression system and a new asphalt shingle roof were installed. Since that time, maintenance activities have been done consistently to repair siding, keep the windows boarded, painting, pest control, and cleaning. The barn is currently used for temporary storage of the summertime furnishings of picnic tables, and trash cans used at the site.

In 2003, the site and the associated buildings were listed on the National Register of Historic Places. The farm is also a locally-designated Landmark Site according to the criteria in the Park City Land Management Code Chapter 15-11.

In February 2015, staff presented to City Council an interim draft of the McPolin Farm Historic Preservation Plan, a preliminary structural assessment of the barn. Staff requested direction on how to proceed with maintenance and preservation. Council directed staff to complete the Preservation Plan, procure a more formal structural analysis of the barn, and gather community input to help inform any future dialogue and decisions on farm uses.

PCMC is seeking a consulting team to move forward with the Historic District Design Review and Preservation Plan, construction documents, and management of the McPolin Farm Structural Upgrade project. The overall goal is to upgrade the structural integrity of the building, using the least intrusive construction to maintain the historic materials and integrity of the barn. The goals of the effort are to:

- 1) Review preliminary structural study;
- 2) Develop concept, schematic, and design development drawings for review and approval;
- 3) Develop and receive approval for a Preservation Plan and Historic District Design Review with the Park City Planning Department
- 3) Refine project budgets;
- 4) Develop construction documents for the project;
- 5) Provide project management and design oversight for the construction.

The Farm Preservation Plan, the BHB Structural Study, and the Geotechnical Report can be found at <http://www.parkcity.org/index.aspx?page=331>

II. Scope of Project

A multi-discipline design consulting team (Team) is required for services described below. The Team should include an architecture and/or preservation consultant, and structural engineer. The Team should include members with demonstrated success in the preservation or renovation of historic structures and are familiar and experienced with the Secretary of the Interior's Standards for Preservation.

The Team is expected to coordinate regular meetings with a Working Committee to further refine previous work, finalize a Preservation Plan, develop construction documents, and project management for the project. The working committee will include representatives from City staff, including Sustainability, Planning, and McPolin Farm. The deliverables will include:

- Analyze current Historic Preservation Plan for the farm site;
- Analyze structural study;
- Estimate project costs and schedule of construction;
- Complete Historic District Design Review application, which includes a Physical Conditions Report and final Preservation Plan;
- Coordinate Planning, Building, and Engineering approval and building permits with City staff.
- Work with the committee and PCMC staff to determine final design, schedule and estimates for presentation to the City Council and Historic Preservation Board;
- Present concept design to City Council
- Present finalized design to City Council;
- Prepare construction documents:
 - 30% plus cost estimate submittal.
 - 60% plus cost estimate submittal.
 - 90% including specifications and cost estimate submittal.
 - 100% including bid documents, specifications and final cost estimate submittal.
- Work with staff to receive Historic District Design Review Approvals;
- Provide assistance to PCMC staff in bidding the project including pre-bid meeting and support, contractor questions, issuing addenda, preparing bid tabulations, verification of bidder's qualification, and presentation to City Council for the contract award; and,
- Provide construction management for the project;

The project briefly includes the upgrades to the structure identified in the structural study. The team will need to coordinate closely with the contractor and Planning Department staff for any work on the historic structure.

III. Funding

The team (including the Construction Manager at Risk) will determine the overall project budget including all hard and soft costs. The final budget for this RFP will be negotiated with the preferred Team based on final scope.

IV. Content of Proposal

Proposals shall be limited to 17 pages including a one page cover letter not identified below. The response to this Request for Proposals should be as concise as possible while adhering to the format and information requirements described below. Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of the Request for Proposal. Promotional materials are not desired. Emphasis should be on completeness and clarity of the content. The page limits identified do not include table of contents, or charts and figures.

Responses to this RFP must be organized as outlined below. Responses not organized as outlined below, not containing the information specified, or not containing sufficient detail may receive a lower rating when evaluated.

The response to this Request for Proposals will consist of the following sections:

Letter of Introduction

- A. General Information***
- B. Project Organization***
- C. Experience and References***
- D. Project Approach***
- E. Summary***
- F. Additional Proposal Requirements***

LETTER OF INTRODUCTION

One (1) Page Limit. Please provide a letter of introduction that briefly:

1. Introduces your firm and gives the location of the office(s) that will be primarily responsible for the work.
2. Identifies the project manager in your organization (provide telephone number, and email address) for future correspondence on this Project.
3. States proposal interest in McPolin Barn Structural Upgrades – Design, Engineering, Historic District Design Review and Preservation Plan, Construction Documents, and Project Management.

A. GENERAL INFORMATION

Maximum One (1) Page each Limit Four (4) Pages. Provide the following information about each firm participating in the project (only submit information regarding the office(s) that will be involved in project):

1. Firm History. Please provide a brief history of your firm. Include the number of offices, total number of employees, and the type of work that your firm performs.
2. Qualifications. Please present information concerning your firm's qualifications and general approach to the consulting services criteria listed in this RFP. Qualifications should be specific to consultant position(s) being proposed for.

B. PROJECT ORGANIZATION

Two (2) Page Limit. Provide the following information about each project team participating in the project:

1. Provide an organization chart for this project. Identify only key personnel for the project team assigned to this work.
2. Key Personnel. Provide a list of key personnel who have specialized experience and expertise relating to the consulting services criteria. List only those that are likely to actually perform the work described in this RFP. (NOTE: Do not include percentages of availability as this may be misinterpreted.) List the location of the office to which each is assigned. Provide resumes, not to exceed two pages, for key personnel in an Appendix that indicates their education, registrations, certifications, and expertise.
3. Provide a brief narrative of what each key personnel will contribute to the project, their special expertise, and how they will enhance the project deliverables.

C. EXPERIENCE AND REFERENCES

Three (5) Page Limit. The intent of this section is to obtain information about three (3) to eight (8) similar projects the firm and project manager have completed within the past ten (10) years that will illustrate the firm's ability to perform services required for this project. The projects referenced should be directly related to preservation and/or renovation of historic structures. The methodologies and any innovative techniques employed for the evaluation and design should be noted for each project. The projects should be directly associated with the key personnel identified in Section II.

1. Specifically address experience in renovation of historic structures, specifically industrial, agricultural or commercial buildings.
2. Specific experience in working with local design guidelines in the renovation of historic buildings, including specific preparation of a preservation plan as part of a multi-disciplinary team.

3. Identify construction management experience.
4. Identify experience with CM/GC process and project cost estimating, etc., as this project may be delivered utilizing this delivery method with the contractor.
5. Provide a list, table, or chart summarizing your firm's related project experience. Show projects, locations, and the types of services performed based on the consulting services criteria. In addition, provide brief project descriptions of the projects shown in the summary.
6. Familiarity with the Park City regulatory review and permitting process including Building, Planning, and Engineering.
7. Provide at least three (5) client references of similar projects.

D. PROJECT APPROACH

Two (2) Page Limit. Discuss the following as related to the proposed Project:

1. Provide a brief narrative on the approach specific to the project and the sequence of major events to be undertaken. The approach should demonstrate the Consultant's knowledge and familiarity with the elements included in this project, as well as describing any plans for improving the project deliverables, unique ideas, or utilization of cost-saving techniques applied on similar projects.
2. Identify any potential challenges that could be encountered during this work.
3. Explain your firm's overall approach toward producing a design, including the preliminary scope of services and the coordination of activities necessary to accomplish the project design.
4. The proposer shall indicate the ability to meet the proposed schedule outlined in the RFP.

E. SUMMARY

Two (2) Page Limit. Summarize your submittal and add any other comments that you feel would make your firm uniquely qualified to participate in this project. In other words, why should we hire your firm?

Proposing firms are responsible for reviewing the Project Objectives and Preliminary Scope of Services, as included in this RFP, and proposing a team to address the challenges presented.

Proposing firms are encouraged to add to their proposal any key scope elements that they believe will enhance the project's success and best utilize their firm's experience and expertise. Keep in mind that the City prefers to receive clear, concise and complete information devoid of excess promotional material.

F. ADDITIONAL PROPOSAL REQUIREMENTS

Page Limit as necessary to address identified items.

1. A statement that the Proposal includes all terms and conditions of the RFP.
2. Proof of insurance as outlined in the SAMPLE Professional Services Agreement. Proof of coverage by Workers' Compensation Insurance or exemption.
3. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy. An Equal Opportunity Employer and being otherwise qualified by law to enter into the professional services agreement.
4. Listed "Exceptions" to the City's sample Professional Services Agreement. The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with out insurance/indemnity provision counts against a bidder.)
5. Rate Structure: The City is interested in the team's rate structure.
 - a. Hourly charge-out rate table for all anticipated personnel classifications.
 - b. Include any indirect charges & expenses, mark-ups, etc.
 - c. Include any proposed mark-up for sub-consultant fees.

A fee proposal shall also be submitted. The fee proposal shall include a fee schedule including hours and costs for each task and each team member, an estimate of direct expenses and billing rates for each team member.

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. 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. The award of contract is subject to approval by City Council.

V. Selection Process

Proposals will be evaluated on the entire content of the proposal.

The selection process will proceed on the following schedule:

- Proposals will be received by Matthew Twombly at City Hall prior to **4:00 p.m. on November 17, 2015**, at the Park City Sustainability Office, 445 Marsac Avenue, Park City, Utah 84060.
- A selection committee made up of Park City Municipal Corporation staff will review the submitted Statements of Proposals and select a proposer. A short list interview may be required if two (2) or three (3) proposers are closely ranked. If short list interviews are required, they would occur

during the week of **November 30, 2015**. **Price will not be the sole deciding factor.**

- Park City will negotiate a final scope and fee with the top ranked proposer and recommend to City Council for final approval and contract. Award of the contract is subject to approval by City Council.
- Anticipate presenting recommendation to City Council to enter into an agreement with selected firm by January 17, 2016.

VI. Deliverables/Tentative Schedule

Analyze draft McPolin Farm Historic Preservation Plan, the BHB structural study and the geotech report

Complete - 1/15/16

Assess the project cost estimates and schedule of construction

Complete - 1/29/16

Produce Design Development Drawings

Complete – 2/11/16

Present finalized design to City Council

Complete - 2/25/16

Obtain Historic District Design Review and Preservation Plan Approval;

Complete – 3/10/16

Coordinate Planning, Building and Engineering approvals with City staff.

Complete – 3/24/16

Provide assistance to PCMC staff in bidding/selection of a Contractor for the project

Complete - 4/14/16

Committee meetings prior to presentation to the City Council

Complete – Weekly, Ongoing

Prepare construction documents:

- 30% plus cost estimate submittal: Complete - 2/25/16
- 60% plus cost estimate submittal. Complete - 3/7/16
- 90% plus cost estimate submittal. Complete - 3/21/16
- 100% plus cost estimate submittal. Complete - 4/7/16

Four (4) to five (5) additional meetings with Building, Planning and Engineering staff for plan coordination and permit approvals. Historic District Design Review, Building Permit.

Provide construction management (submittals, RFI's, site observation, meeting minutes, etc.) for the McPolin Barn Structural Upgrades

Complete - 10/1/16

The working committee will hold weekly meetings with the team through construction.

VII. Park City Municipal Standard Service Provider Agreement

The successful proposal 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. Please note the **insurance and Park City Business License requirements.**

VIII. Information to be submitted

To be considered, one (1) copy of the Proposal shall be submitted in pdf form via e-mail. The e-mail must be received by mtwombly@parkcity.org no later than **November 17, 2015 at 4:00 p.m.** Proponents should receive confirmation that the e-mail has been received. Please limit e-mails to fewer than 7 Megs. Faxed proposals will not be accepted. All proposals shall remain good for 60 days.

VIII. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. 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.

IX. 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. Procurement Policy. It is Park City Municipal Corporation's policy, subject to Federal and 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.

C. 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.

D. 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.

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

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.

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.

**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.
- 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. 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 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.

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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 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

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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 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 annual 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 general liability and auto liability insurance policies, as respect to work performed by or on

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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).

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-12-302.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.

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- 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, 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.

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- 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 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 member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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.

**PARK CITY MUNICIPAL CORPORATION
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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 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.

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 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.

20. 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.

**PARK CITY MUNICIPAL CORPORATION
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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.

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. 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

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

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK