

**Park City Municipal Corporation**

**REQUEST FOR PROPOSALS (NON-BID) FOR**

*Pedestrian Management and Personnel Operations during  
Sundance Film Festival for 2016, 2017, 2018*

*Sundance Film Festival Pedestrian Management*

NOTICE  
REQUEST FOR PROPOSALS (NON-BID)  
*Pedestrian Management and Personnel Operations during Sundance Film Festival for 2016,  
2017, 2018*

*Sundance Film Festival Pedestrian Management*

PROPOSALS DUE: 12-03-2015 by 5pm MST

PROJECT NAME: *Sundance Film Festival Pedestrian Management*

RFP AVAILABLE: 11-23-2015 by 5pm MST

PROJECT LOCATION: **Main Street & Heber Ave & various other locations as required**

PROJECT DESCRIPTION (brief):

**Pedestrian Management and Personnel Operations during Sundance Film Festival for  
2016, 2017, 2018**

PROJECT DEADLINE: January 28, 2018

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

CONTACT: *Tommy Youngblood*  
[tommy.youngblood@parkcity.org](mailto:tommy.youngblood@parkcity.org)  
All questions shall be submitted in writing no later than  
11/26/2015

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

**I. Introduction**

Pedestrian Management and Personnel Operations during Sundance Film Festival for 2016, 2017, 2018

**II. Scope of Project**

Supplying personnel and management of same to assist Park City Municipal Corporation with the management of pedestrian crossing areas in conjunction with the Sundance Film Festival

**III. Funding**

*General fund*

**IV. Content of Proposal**

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to no more than 40 numbered pages. (This is an increase in the allowable number from the original posting of 5 numbered pages)

- *Applicants must meet all Park City Municipal Insurance Requirements*
- *Applicants must meet all Federal and State Employer Requirements*
- *Applicants must include all expected equipment costs in bid*
- *Applicants must include statement of what type of training employees receive*
- *Applicants must include all overtime rates and miscellaneous costs in bid*
- *Applicants must include all cost for personnel hourly rates*
- *Applicants must include all costs and explanations of costs of any management or administrative fees*
- *Applicants must include a summary of the training given to applicant employees*
- *Applicant must include a statement of experience providing these service including the size of the other events*
- *Applicants must include their ability to provide extra personnel if needed*
- *Safety Vests must be worn by applicants employees at all times while on duty*
- *Applicant must supply lighted wands/baton for each employee on duty*
- *A 2-hour mandatory pre-event training meeting is required for all pedestrian management personnel hired by Applicant with Park City Municipal staff paid as regular time to management personnel.*

<b>YEAR</b>	<b>EVENT DATES</b>
2016	Jan 21 - Jan 31
2017	Jan 19 - Jan 29

2018	Jan 18 - Jan 28
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*Required Work Schedule: 2016, 2017, 2018*

CSC Pedestrian Management Schedule - 2016		All locations and times Subject to Change
<b>First Thursday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
<b>Total Hours &amp; Employees</b>	<b>13 Hrs. per position per day/ 182 man-hours per day</b>	<b>14</b>
<b>First Friday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main**	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
<b>Total Hours &amp; Employees</b>	<b>13 Hrs. per position per day/ 182 man-hours per day</b>	<b>14</b>
<b>First Saturday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main**	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
<b>Total Hours &amp; Employees</b>	<b>13 Hrs. per position per day/ 182 man-hours per day</b>	<b>14</b>
<b>First Sunday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2

Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main**	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
<b>Required Work Schedule (Cont.):</b>		<b>y/</b>
<b>Total Hours &amp; Employees</b>	<b>11 hrs. per position per day</b>	<b>14</b>
<b>First Monday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>First Tuesday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>First Wednesday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>Second Thursday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3

Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<i>Required Work Schedule (Cont.):</i>		
<b>Second Friday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>Second Saturday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>Total Hours</b>	Thru - Sun 728 Hrs. Mon - Sat 924 Hrs. <b>Total - 1652 Hours</b>	

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.

Price may not be the sole deciding factor.

## **V. Selection Process**

Proposals will be evaluated on the factors listed in Section IV, Content of Proposal, above.

The selection process will proceed on the following schedule:

- A. No pre-submission meeting is required.
- B. Proposals must be received by Park City prior to 5pm on Thursday, December 3, 2015, at the Park City Municipal City Hall - Special Events Office located on the 3<sup>rd</sup> Floor at 445 Marsac Ave.
- C. A selection committee comprised of Tommy Youngblood, Jenny Diersen, and Craig Sanchez (city staff) will review all submitted RFPs. Selections will be reviewed by Friday December 11, 2015.
- D. It is anticipated that City Council will vote on the contract award on December 17, 2015.

## **VI. 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. Unwillingness to comply with our insurance/indemnity provision counts against a bidder.

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

## **VII. Information to be submitted**

To be considered, 2 copies of the proposal must be received at the Park City Municipal City Hall - Special Events Office located on the 3<sup>rd</sup> Floor at 445 Marsac Ave. Park City, UT 84060 no later than 5pm on Thursday December 3, 2015.

## **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. 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.

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

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

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

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

**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”).

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on **January 28<sup>st</sup> 2018** 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

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

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.

## **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;

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

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- C. 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
- D. 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 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.
- E. 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

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

that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

## **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, 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.

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

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

### **13. CHANGES.**

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

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

- 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 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

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

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.
- 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:

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

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City Recorder's Office

Approved as to form:

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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    )

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

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

A successful applicant will provide personnel to assist with the Pedestrian Management Plan implemented by Park City Municipal Corporation during the Sundance Film Festival on the schedule attached for 2016, 2017 and 2018.

A successful Applicant will :

- *Applicants must meet all Park City Municipal Insurance Requirements*
- *Applicants must meet all Federal and State Employer Requirements*
- *Applicants must include all expected equipment costs in bid*
- *Applicants must include all overtime rates and miscellaneous costs in bid*
- *Applicants must include all cost for personnel hourly rates*
- *Applicants must include all costs and explanations of costs of any management or administrative fees*
- *Safety Vests must be worn by applicants employees at all times while on duty*
- *Applicant must supply lighted wands/baton for each employee on duty*
- *A 2-hour mandatory pre-event training meeting is required for all pedestrian management personnel hired by Applicant with Park City Municipal staff paid as regular time to management personnel.*

YEAR	DATES
2016	Jan 21 - Jan 31
2017	Jan 19 - Jan 29
2018	Jan 18 - Jan 28

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT “A” (Cont.)

*Required Work Schedule: 2016, 2017, 2018*

CSC Pedestrian Management Schedule - 2016		All locations and times Subject to Change
<b>First Thursday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
<b>Total Hours &amp; Employees</b>	<b>13 Hrs. per position per day/ 182 man-hours per day</b>	<b>14</b>
<b>First Friday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main**	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
<b>Total Hours &amp; Employees</b>	<b>13 Hrs. per position per day/ 182 man-hours per day</b>	<b>14</b>
<b>First Saturday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main**	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
<b>Total Hours &amp; Employees</b>	<b>13 Hrs. per position per day/ 182 man-hours per day</b>	<b>14</b>
<b>First Sunday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main**	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
<b>Total Hours &amp; Employees</b>	<b>13 Hrs. per position per day/ 182 man-hours per day</b>	<b>14</b>

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## *Required Work Schedule (Cont.):*

<i>Required Work Schedule (Cont.):</i>		
<b>First Monday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>First Tuesday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>First Wednesday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>Second Thursday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

<i>Required Work Schedule (Cont.):</i>		
<b>Second Friday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>Second Saturday of Festival</b>		
<b>Location</b>	<b>Hours</b>	<b>Number of Employees</b>
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
<b>Total Hours &amp; Employees</b>	<b>11 Hrs. per position per day/ 154 man-hours per day</b>	<b>14</b>
<b>Total Hours</b>	Thru - Sun 728 Hrs. Mon - Sat 924 Hrs. <b>Total - 1652 Hours</b>	

## EXHIBIT “B”

### PAYMENT SCHEDULE FOR “EXTRA” WORK

Any additional personnel, equipment or costs required to perform PROJECT will be included into bid.

If additional personnel or equipment are requested by Park City, the costs will be pre-approved by the Park City Special Events Department which shall not exceed the amount allowed under Scope of Services