

# Park City Municipal Corporation



## **Request for Proposals Architectural, Engineering, Planning, Design and Financial Analysis Services**

**For**

## **City Owned Property within the Lower Park Avenue Redevelopment Area**

**Issue Date: March 18, 2016**

**Submittal deadline: April 7, 2016**

Contact: [steve.brown@parkcity.org](mailto:steve.brown@parkcity.org)

RFP Website: <http://www.parkcity.org/government/current-rfps-and-bids>

## NOTICE TO CONSULTING TEAMS

### REQUEST FOR PROPOSALS FOR Architectural, Engineering, Planning, Design and Financial Analysis Services

#### City Owned Property within the Lower Park Avenue Redevelopment Area

If you are interested in submitting a proposal, a copy of the RFP can be obtained electronically at <http://www.parkcity.org/government/current-rfps-and-bids>.

**PROPOSALS DUE:** By 4:00 p.m., April 7, 2016

To Steve Brown via e-mail at [steve.brown@parkcity.org](mailto:steve.brown@parkcity.org), Project Manager

**PROJECT NAME:** Redevelopment of City Property within the Lower Park Avenue Redevelopment Area (LPA RDA).

**RFP AVAILABLE:** The RFP is available from Steve Brown, Project Manager at [steve.brown@parkcity.org](mailto:steve.brown@parkcity.org).

**PRE-SUBMITTAL MEETING:** A non-mandatory pre-submission meeting will be held on March 30, 2016 at 11:00 am in the Park City Council Chambers, 445 Marsac Avenue.

**MODIFICATIONS & ADDENDA:** Any modifications or addendums to the RFP will be made in redlined form on the website each week. Please check the RFP on the website each Friday by 5:00 pm.

**PROJECT LOCATION:** City owned property in the LPA RDA east to west between City Park and Empire Avenue, and North to South between 14<sup>th</sup> and 12<sup>th</sup> Streets, Park City, Utah

**OWNER/CONTACT:** Steve Brown, Project Manager  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060  
[steve.brown@parkcity.org](mailto:steve.brown@parkcity.org)

**QUESTIONS & ANSWERS:** Please submit all questions in writing to Steve Brown at [steve.brown@parkcity.org](mailto:steve.brown@parkcity.org). The question period will open concurrently with the release of the RFP. All questions must be submitted no later than March 31, 2016, at 4pm MDT. Answers will be posted on the City's website on March 18, 25 and April 1, 2016, by 5:00 pm during the selection process. PCMC requests that interested firms refrain from contacting other City staff regarding this project.

**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.**

## **Introduction**

Park City Municipal Corporation (PCMC) is seeking proposals for Architectural, Engineering, Planning, Design, Master Planning and Financial Analysis Services for City-owned property in the Lower Park Avenue Redevelopment Area (RDA) in Park City, Utah. Park City is aggressively looking at building affordable housing on City owned property. Park City is also considering either refurbishing in place, or relocating an existing senior center, and/or building a new senior/ community center that includes a to be defined program.

The projects outlined in this RFP include:

1. Phase 1 affordable housing - Design, entitlements (governmental approvals) and construction management phase for a +/- .5 acre (Fire Station) parcel that the City will develop itself. The main priority of this project is to get these units on line as soon as possible. This parcel fits within number 3 below, and while #3 should inform #1, it can be seen as a stand-alone project;
2. Creation of an RFP to secure a developer to build Phase 2 affordable/ market rate housing - A larger housing project on +/- 1.69 acres that will be released through a separate RFQ/RFP that this team creates. The City will not develop this portion of the project itself and desires to either secure a joint venture partnership or private developer, that fits within;
3. Creation of a neighborhood design and master planning framework, that includes pre-development, design guidelines, net zero/sustainability design approach, affordable housing & financial/pro-forma development analysis, recommendations on development and parking approach;
4. A feasibility study for a senior/community center including the potential program components study of alternative locations; and design, entitlements and construction management if that project moves forward.
5. Evaluation of highest and best uses for existing facilities within the RDA including the Miner's Hospital and adjacent Recreation Building at City Park.

In 2011, Park City completed a master plan for the overall RDA that was the basis of its 15 year extension from 2015-2030. In 2012 a more specific implementation plan for the City-owned property was completed. Over the past year extensive community engagement and education efforts have focused on gathering input on the community needs in this area. This public engagement process included a design studio during which 15 local design professionals created a series of options to further community dialogue. Lastly, there are efforts currently under way to create a recreation master plan which has identified a high level program and location for a potential new community center. This background frames discussions held with the City Council that form the following goals of this project:

## **Project Goals**

- Develop affordable housing options on the fire station parcel that is compatible with Historic District Guidelines and in scale with the surrounding neighborhood. This is the most immediate and highest priority project and while this parcel fits within the broader

neighborhood, and to a degree should be consistent with broader neighborhood goals, it should be approached as a stand-alone project;

- Develop an overall implementation and phasing plan that includes a holistic approach to developing City property within the RDA.
- Implement the City's goals / targets for affordable housing:
  - A mix of housing product and size: studios, 1, 2, and 3 bedroom condos, apartments, townhomes and detached single family homes;
  - Serving household incomes from \$42,500 to \$109,300 (for sale pricing from \$200,000 to \$435,000 and monthly rents from \$1,062 to \$1,800); and
  - Preference for Owner Occupied units.
- Maintain an east / west connection through the housing area to allow for neighborhood connections from the resort to City Park.
- Develop financial alternatives that acknowledge current neighborhood realities, pressure stemming from the growing resort economy, and is sensitive to the community and social aspects identified in the overall master plan and recent community engagement process.
- Develop a net zero approach and minimum energy design standards for each site and holistically.
- Identify creative parking opportunities for individual sites and holistically that takes into account the multiple uses in the Lower Park Avenue Area and incorporates the transportation / parking vision and concepts that are currently under study.
- Identify potential uses for Miners Hospital when developing the Senior/Community Center options that compliment the area.
- Analyze current Senior Center options and tradeoffs, including refurbishing on site, relocating, and rebuilding.
- Conduct a feasibility analysis for a new Senior/Community Center including a recommended location (s) and program. The exercise should investigate specifically a senior program, teen program, and flex space for multiple community stakeholders.
- Evaluate all potential outcomes on multiple levels, balancing financial, social equity, and Park City's critical priorities (housing, energy, and transportation).

## **Project Information**

In addition to the overarching master plan that the extension of the RDA was based on (January 2011) and more specific implementation strategy created in January 2012 specifically for City owned property, staff recently engaged with the community through both formal and informal engagement approaches to refine our approach and be more specific in desired outcomes. The most recent effort also expanded the footprint and scope into City Park to complete feasibility analysis of a senior/community center and consideration of best uses for Miner's Hospital.

Multiple presentations were given to the City Council summarizing the information presented to the public and comments received. The links to the master plan and recent meeting packets as well as the summaries from the City Council meetings can be found in the [resources](#) section of this document.

## **Priorities/Deliverable**

The priorities defined by PCMC to be fulfilled with this contract are listed below highlighting the specific areas.

Priority 1 Develop affordable housing on the Fire Station parcel as soon as possible.

- Develop 2-3 project concept alternatives including financial/pro-forma analysis
- See “Scope of Work” below
- Background
  - The fire station parcel (1353 Park Ave) consists of 2 metes and bounds parcels totaling 21,081 sf. It currently has three buildings located on the property; the fire station that stores equipment for public works, a significant historic house (1333 Park Ave, see Resources section below), and a cinder block storage area. The fire station and storage are expected to be demolished.
  - A demolished house from 1323 Woodside (part of the Woodside-Empire property) is expected to be replicated on a portion of the Fire Station property as a part of the project. A Schematic Preservation Plan already exists for this replication of a historic single family residence. If unable to get approved as part of the development of this site, this house will be rebuilt as part of the Woodside to Empire housing project. See Resources section for additional information.

Priority 2 Develop an RFP/RFQ and recommended development approach to secure either a joint venture partnership or preferred developer through subsidization and/or disposal of property with conditions for a mixed, market rate/affordable housing, phased project on the City owned property between Woodside and Empire Avenues.

- Background
  - The current senior center is located on this site. The facility is a historic building that was relocated to the site and is non-contributory to Park City’s Historic District; however there may be some sensitivity to demolition or relocation. Part of the feasibility effort will be to address this question.
  - A non-historic addition was added to the building in approximately 1985.
  - The team will need to identify a phasing plan – the senior center may have to remain open until the location of a new center is identified and confirmed in a phased and funded capital facility plan. If a new facility is not open prior to demolition, a temporary location may have to be secured.

*Note: Participating firms will not be disqualified or precluded from pursuing a future role in the development of this project(s).*

Priority 3 To enable, ultimately the housing of Priority 2, conduct a feasibility analysis, develop program options, and identify alternative locations and tradeoffs for a stand-alone senior center and/or a shared senior/community center. Options should include:

- Rehabilitation on current site. See note below.
- Relocation of the historic portion of the current senior facility building to the area north of the MaWhinney parking lot in City Park or other location.
- Construction of a new, shared senior/community center facility in the Lower Park Avenue area such as adjacent to or replacing the recreation center in City Park or near the MaWhinney parking lot.

*Note: There is a current study of the recreation spaces in Park City / Summit County being conducted by the City’s Recreation Dept. This includes looking at renovations to /rebuilding the existing recreation building located in City Park. This option will be coordinated with the efforts currently underway. See Resources section.*

*Note: The current senior program is housed in a building that is historic, but not to Park City, it was relocated here. The building also has a non-historic addition on it. A previous City Council agreed to either demolish or relocate the building, but that decision will have to be revisited.*

Priority 4 Determine additional uses for maximizing use of existing City, RDA facilities including Miners Hospital, Recreation Building and the Library . Identify options to create “flex space” (see design studio findings in Resources section) that maximizes use of existing facilities.

Priority 5 Develop recommendations to relocate existing public works (Streets & Parks Dept.) equipment storage and building maintenance functions that currently exist on these sites. The analysis should specifically consider locations at the City Park, including two City parcels at the northwest corner, behind 7-11 (23,500 sf & 7,155 sf), and below the existing Recreation building (potential location of new community center), as well as to the west of the existing public works storage bays on Iron Horse Drive (see resources).

- Streets & Parks - approximately 4,000 – 6,000 sf of storage for heavy & light machinery. A complete inventory of the equipment and dimensions are available in the resources section
- Building Maintenance – Current program includes approximately 1,000 sf of supplies and equipment. Preferred program would accommodate 2,500 sf of storage and 1,500 sf of workshop. Needs to accommodate deliveries 2x/week from a box truck.

Additional Considerations to evaluate with the priorities include:

- Net Zero, Energy Efficient and LEED design. The project team shall strive to deliver net zero projects and shall create a “menu” for the City to consider full net zero design. Additionally, minimum design standards include:
  - LED lighting throughout.
  - HERS ratings of 54 or less.
  - No exterior heating elements (heat tape, sidewalk, driveway, etc.).
  - LEED Design standards and formal accreditation should be as an alternative with associated costs.
- Develop 2-3 holistic parking approaches to the development(s). Parking costs should be included within the pro-forma analysis. Depending on the senior/community outcomes, this may only have to be done for the housing project(s).
- Include an east-west pedestrian and neighborhood connection between Empire Ave (PCMR) and City Park.
- Park City will be finalizing a transportation, traffic and parking study for the resort area and adjacent Bonanza Park area by May 1. Park Avenue is a major transit spine. The Team should be aware of these upcoming findings and build them into their planning concepts
- Consider concepts included in the Design Studio outcomes including the north south promenade in the 1300 block of Woodside Avenue.

Multiple reports, including property condition reports, geotechnical reports, and appraisal information have been completed regarding some of these parcels. The information will be made available to the successful team upon the award of contract.

# LOWER PARK AVENUE REDEVELOPMENT AREA



## LEGEND

-  Fire Station Lot
-  Woodside Ave to Empire Ave Property (Senior Center Lot)
-  Senior Center / Community Flex Space Possible Areas
-  Current Community Uses (Miner's Hospital and Park City Library)
-  Community / Open Space
-  Proposed Neighborhood Connections

## Scope of Work

A multi-discipline design consulting team (Team) is required for services described below. The Team should include architecture, structural engineering, mechanical engineering, electrical engineering, civil engineering, financial/development analysis and programming. The Team should include members with demonstrated success in work in the following specific areas:

- Affordable housing projects;
- Net zero design;
- Historic buildings/preservation planning;
- Neighborhood and community building, master planning and place making;
- Development of senior citizen and other community programs;
- Real estate/development expertise;
- Resort Design expertise.

The Team is expected to coordinate regular meetings with a working committee to further refine the project goals, budget, design of the project, and entitlements. The working committee will include representatives from the City, including Sustainability, Economic Development, Community Development, Public Information, and other departments as required.

It is important to note the importance of the coordination of all of the priorities during the pre-development stage of the Project. The following outlines the scope of work for each phase of the contract. The scope is further broken down by the management responsibilities and the priorities identified above.

### *Project Management*

- Attend weekly meetings with staff (project team) through construction.
- Affirm the City Council's goals.
- Provide baseline schedule and schedule updates including entitlement projections.
- Present to City Council at key decision points.
- Prepare for, produce, and manage Community Engagement Meetings at key decision points.
- Work with the Park City Municipal Building Department on all necessary permitting and correction to plans.
- Create a Development and Phasing Strategy for all projects.
- Identify pros and cons of building on multiple sites at once or building each parcel, separately, ultimately recommending a procurement method for each or all priorities.
- Deliver net zero or energy efficient projects.

### *Pre-Development – Planning and Schematic Design*

#### *Priority 1 – Develop housing options on fire station lot*

- Determine appropriate density / housing units that best meet the City's housing needs and will be compatible in scale with the current neighborhood(s).
- Develop housing concepts compatible with the neighborhood and housing options defined in the master plans for the fire station lot - generate 2-3 conceptual designs.
- Develop costing and development (pro-forma) analysis.
- Develop schematic designs for the priorities.
- Provide renderings for public meetings showing the selected plan.



- Address parking needs with the options which may be factored in on the larger master plan concept.
- Include an east-west connection between Empire Avenue and City Park.
- Incorporate into the planning the north-south concept for Woodside Avenue.
- The project team shall strive to deliver net zero projects and shall create a “menu” for the City to consider full net zero design. Additionally, minimum design standards include:
  - LED lighting throughout.
  - HERS ratings of 54 or less.
  - No exterior heating elements (heat tape, sidewalk, driveway, etc.).
  - LEED Design standards and formal accreditation should be as an alternative with associated costs.
- Conduct needed survey, title and platting work.

*Priority 2 – Develop housing options from Woodside Ave to Empire Ave*

- Develop an RFP to secure a developer or partner to build this project.
- Create a neighborhood master plan.
- Conduct site feasibility analysis.
- Conduct needed survey, title and platting work.
- Determine recommended process by which to build the housing project (City develop and either keep or dispose, create a joint venture, or dispose of land with conditions, etc.).
- Determine appropriate density / housing unit type (townhomes, micro homes, single family homes, mix) that best meet stated city needs and will be an asset to the current neighborhood.
- Develop costing and development (pro-forma) analysis and template that allows changeable inputs.
- Develop pre- design/ concepts for the priorities.
- Create design guidelines.
- Provide rendering/ bubble diagrams for public meetings.
- Include an east-west connection between Empire Avenue and City Park.
- Incorporate into the planning the north-south concept developed by the design studio for Woodside Avenue (see resources).
- Create 2-3 alternative parking approaches and supporting financial models, one should target the goal of additional housing units based on parking underground and a second one should minimize parking costs with the tradeoff of less site, and less units.
- Elicit Policy direction to establish preferred development parameters, balancing height, density, amount of site development, a net zero approach.
- Conduct needed survey, title and platting work.

*Priority 3 – Conduct a feasibility analysis, develop program options, and identify alternative locations and tradeoffs for a stand-alone senior center and/or a shared senior/community center. Options include: 1) Rehabilitation on site; 2) Relocation of the existing facility; or 3) Creation of a new stand-alone senior center and/or a shared senior/community center. Determine if this should be a stand alone program or combined with other community and recreation needs. The existing or new senior center space may be utilized for multiple uses. For example, if a current space was renovated for a senior center or a new senior center was built, it would be appropriate to plan for multiple community uses. An example of that planning could be including locked or exclusive spaces in a kitchen or storage within a multipurpose room where the seniors could store*

*materials. That would allow the flex space to be used by the seniors, as well as community meetings and functions such as weddings or birthday celebrations.*

- Coordinate Entitlement and Planning Review.
- Conduct preliminary environmental assessment of the existing senior center building.
- Develop a senior program. Consider the following amenities in the assessment of a potential location and program of the senior center including:
  - Meeting space to serve lunch 2X a week
  - Full kitchen versus warming/catering kitchen
  - Space for activities - movies, billiards, bridge, etc.
  - Transit access
  - Secure/exclusive storage space
- Identify requirements for renovation of the senior center if it remains in place.
- Determine feasibility of relocating the historic portion of the senior center.
- Identify the pros, cons and other tradeoffs of renovating, relocating, and rebuilding the senior center. Identify requirements for a new building that can be shared with an expanded recreation program.
- Develop costing analysis.
- Address parking needs.
- Based on outcome of Priority 2, develop concepts for the location of the senior center - generate 2-3 conceptual designs.
- Develop schematic designs for the priorities.
- Provide renderings for public meetings showing the selected plan.
- Address parking needs.

*Priority 4 – Identify additional uses for maximizing use of existing facilities including Miners Hospital and the library space*

- Consider the following options:
  - Continue using Miner’s Hospital as it is used today.
    - Sundance uses Sept - March for their back of house ticketing support.
    - The Egyptian rents the building for large portions of the summer for their youth theatre program (which may at some point relocate to Main Street).
    - Recreation Department uses in the summer to expand the Adventure Summer Camp user numbers.
    - Changing from this scenerio would require us to find and cover costs for the Sundance use to have a new home. It is possible we could rent the two existing offices out concurrently with each of the leases above.
  - Create a part time or year round Entrepreneur/Education or Non-Profit Center that may include:
    - Park City (Angels) Project
    - PC Caps program
    - Child Care
  - Define plan to maximize the senior/community space.
    - Consider the following uses in tasks above:
      - Childcare Facility
      - Community Event / Meeting Space (80-150 occupants)
      - Smaller Flex Space (for events/active classes)

- Collaborative Workspace
- Community Kitchen
- Center for Non profits/Non Profit Space
- Collaborative Work Space
- Entrepreneur center
- Storage Space
- Outdoor Event Space
- Rooftop Gardens

*Priority 5 - Develop a plan to replace existing public works storage and building maintenance functions that will be relocated through these projects.*

- Work with Public Works and the Building Department to define locations available to accommodate the functions at the current location.

#### *Design Phase - Design Development, Entitlements & Construction Document Development*

Develop designs for the fire station parcel and potentially the senior/community center and any improvements sought for existing facilities (ie Miner’s Hospital, or Recreation Building). The main tasks associated with design include:

- Coordinate Entitlement and Planning Review.
- Provide design and prepare construction documents.
  - 30% plus cost estimate submittal or upon completion of schematic design.
  - 60% plus cost estimate submittal or completion of design development drawings.
  - 90% including specifications and cost estimate submittal.
  - 100% including bid documents, specifications and final cost estimate submittal.
- Secure necessary approvals from regulatory agencies and service providers for permits and agreements.
- Deliver net zero projects.
- Assess the project cost estimates and schedule of construction for the priorities.
- Provide bidding assistance for chosen procurement method including bid instructions.

#### *Construction Phase - Construction Contract Administration*

- Provide assistance to PCMC staff in bidding the improvements including pre-bid meeting and support, contractor questions, issuing addenda, preparing bid tabulations, verification of bidder’s qualifications, and presentation to City Council for the contract award.
- Provide construction administration.
- Provide construction administration for the improvements.

## **Deliverables/Tentative Schedule**

The working committee will hold weekly meetings with the team up until bidding. During construction management it is expected there will be weekly meetings with the construction firm, City staff, and the design team until the end of construction.

The project is slated to begin in May 2016. The phases of the project are planned to overlap in order to begin construction on the Fire Station Parcel as soon as possible. The tentative dates for each phase are outlined below and also shown in the chart.

Project Management	May 2016 to May 2019
Pre-Development Phase	May 2016 to May 2017
Design Phase	September 2016 to January 2018
Construction Phase	April 2017 to May 2019
Project Completion	May 2019

Tentative Estimated Schedule Only - a Final approach will be based on proposal from selected consulting team and final contracts		2017												2018												2019				
Lower Park Avenue Redevelopment Center		Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
<b>RFP Process</b>																														
Release RFP & Procure Team		█	█																											
<b>Project Management</b>																														
Project Management		█																												
<b>Pre-Development Phase</b>																														
Pre-Development		█																												
Priority 1 - Housing on fire station lot				█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█		
Priority 2 - Determine location for Senior Center				█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█		
Priority 3 - Develop housing options from Woodside to Empire																														
Priority 4 -Develop Senior Center Concepts																														
Priority 5 - Develop Additional Uses for Existing Facilities																														
Priority 6 - Develop Plan to Replace Existing City Facilities																														
<b>Design Phase</b>																														
Design and Construction Documents		█																												
Priority 1 - Design housing on fire station lot																														
Priority 2 - Determine location for Senior Center - Compete																														
Priority 3 - Design housing plans from Woodside to Empire																														
Priority 4 -Design Senior Housing																														
Priority 5 - Develop Additional Uses for Existing Facilities																														
Priority 6 - Develop Plan to Replace Existing City Facilities																														
<b>Construction Phase</b>																														
Construction		█																												
Priority 1 - Construct housing on fire station lot																														
Priority 2 - Determine location for Senior Center - Complete																														
Priority 3 - Construct housing from Woodside to Empire																														
Priority 4 - Construct Senior Center																														
Priority 5 - Develop Additional Uses for Existing Facilities																														
Priority 6 - Develop Plan to Replace Existing City Facilities																														

## Content of Proposal

Proposals shall be limited to 12 pages for sections 1-5 including the one-page cover letter. 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. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of the content. The page limits identified do not include table of contents, dividers, etc. 11" x 17" pages are allowed for charts and figures only, and will be counted as a single page.

**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 (100 points):

- Letter of Introduction (0)
- Section I General Information (5)

Section II	Team Make up and organization (5) <ul style="list-style-type: none"> <li>– Demonstrated Team success</li> <li>– Use of Local team members</li> </ul>
Section III	Experience and References (35) <ul style="list-style-type: none"> <li>– Affordable housing</li> <li>– Historic preservation</li> <li>– Net zero, energy efficient, sustainable design</li> <li>– Neighborhood redevelopment and master planning</li> <li>– Experience &amp; success in Park City entitlement process</li> <li>– References</li> </ul>
Section IV	Project Approach (35) <ul style="list-style-type: none"> <li>– overall approach</li> <li>– approach specific to the project sequence</li> <li>– Identify any potential challenges</li> <li>– approach to producing financial models</li> <li>– Schedule</li> <li>– Ability to deliver housing on the Fire Station parcel as soon as possible</li> </ul>
Section V	Summary (0)
Section VI	Additional Proposal Requirements (5)
Section VII	Cost Estimate & Schedule (15)

*Letter of Introduction (0 points)*

**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 for the Team (provide telephone number, and email address) for future correspondence on this Project.
3. States proposed interest in project.

*SECTION I – General Information (5 points)*

**Two (2) Page Limit.** 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.

*SECTION II – Team Make up & Organization (5 points)*

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

1. Provide an organization chart for this project. Identify only key persons 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, expertise and relevant experience. If there are other firms you intend to contract with for services, please identify those by name and contact information.

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.

### *SECTION III – Experience and References (35 points)*

**Three (3) Page Limit.** The intent of this section is to obtain information about five similar projects that team members and the project manager have completed within the past 5 years that will illustrate the firm's ability to perform services required for this project. The projects referenced should be directly related to affordable housing and community master planning including specific community or senior civic spaces. The projects should be directly associated with the key personnel identified in Section II.

1. Specifically address experience in affordable housing projects.
2. Specifically address experience in historic preservation.
3. Specifically address experience in pursuing sustainable, energy efficient design, including net zero, LEED design and certification, etc.
4. Identify specific experience in neighborhood and master planning and phasing of multi-year projects.
5. Identify construction management and experience with innovative construction procurement processes, specifically with CM/GC (CMAR) as this project may be delivered utilizing this alternative delivery method with the contractor.
6. 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. Attention will be given to projects in the greater Park City area that demonstrate an understanding of the complex entitlement process here.
7. Provide at least three (3) client references of similar projects.

### *SECTION IV – Project Approach (35 points)*

**Three (3) Page Limit.** Discuss the following as related to the proposed Project:

1. 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.
2. Provide a brief narrative on the approach specific to the project, 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.
3. Identify any potential challenges that could be encountered during this work.
4. Identify a preliminary approach to public engagement.
5. Explain your Team's overall approach to producing financial models to make informed decisions on how to develop the properties.
6. Schedule: The proposer shall indicate their ability to meet the proposed schedule outlined in the RFP. The biggest priority is to complete housing on the fire station parcel as soon as possible.

### *SECTION V – Summary (0 points)*

**One (1) 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 Goals 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.

### *SECTION VI - Additional Proposal Requirements (5 points)*

**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, is an Equal Opportunity Employer and is otherwise qualified by law to enter into the Professional Services Agreement.
4. Listed "Exceptions" to the City's sample Professional Services Agreement. Unwillingness to comply with our insurance/indemnity provision will count against a proposing firm.

### *SECTION VII - Cost Estimate and Schedule (15 points)*

**Page Limit as necessary to address identified items. Documents are to be submitted separate from Proposal – See Information to be Submitted Section**

1. A fee proposal and detailed schedule shall be submitted for the Pre-Development phase of the work. The 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 as well as an aggregate cost estimate for the pre-development phase. The Design and Construction phases will be negotiated upon successful completion of the Pre-development work as the scope of the project becomes clear.
2. Rate Structure: The City is also 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 all team members/sub-consultants.
  - d. Include any proposed mark-up for sub-consultant fees.

## **Selection Criteria**

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

- The selection process will proceed on the following schedule:
  - Proposals will be received by Stephen Brown, Project Manager via email prior to **4:00 p.m., April 7, 2016.**
  - A selection committee made up of Park City Municipal Corporation staff will review the submitted Statements of Qualifications/Proposals the week of April 11, 2016 and select a

proposer. A short list interview may be required if two or three proposers are closely ranked. If short list interviews are required, they would occur during the week of **April 11, or April 18, 2016.**

- Staff anticipates presenting recommendation to City Council to enter into an agreement with selected firm by May 5, 2016.
- The factors that will be the basis for evaluation as outlined in the Proposal Content Section include:
  - Letter of Introduction (0)
  - Section I      General Information (5)
  - Section II     Team Make up and organization (5)
  - Section III    Experience and References (35)
  - Section IV    Project Approach (35)
  - Section V     Summary (0)
  - Section VI    Additional Proposal Requirements (5)
  - Section VII   Cost Estimate & Schedule (15)
- Proposals lacking required information will not be considered.
- 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.
- 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.)
- Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and /or 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.
- 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.
- Proposals shall be good for 60 days from the April 7, 2015 submittal deadline.
- **Price will not be the sole deciding factor.**

## **Selection Process**

All respondents must address submittal requirements outlined in ***Submittal Requirements***. Non-responsive submittals (those not conforming to the RFP requirements) will be disqualified and will not be considered further. Each respondent bears the sole responsibility for the items included or not included in its submittal. Deviations from or exceptions to the terms and specifications contained within this RFP, if stipulated in a submittal, while possibly necessary in the view of the submitting respondent, may result in disqualification.

After evaluation of the complete proposals received in response to this RFP, City Staff and other community representatives may conduct interviews with one or more of the Applicants. The evaluation team will comprise of staff from the Sustainability Team and Community Development Department, including but not limited to:



Jonathan Weidenhamer - Economic Development Manager  
Anne Laurent – Community Development Director  
Steve Brown – Project Manager  
Matthew Twombly – Project Manager  
Rhoda Stauffer – Housing Specialist  
Jason Glidden – Economic Development Programs Manager  
Nate Rockwood – Capital Budget, Debt and Grants Manager  
Alfred Knotts – Transportation Planning Manager  
Park City Council Member

During any interview, Applicants will be encouraged to elaborate on why they are the best choice for this work and provide their vision and philosophy. Interview questions may include additional information about prior projects and experience as well as performance data, project approach, and staff expertise relevant to the project. PCMC expects the key personnel proposed for the project to be present at the interviews including:

- Lead Architect
- Project Manager
- Lead Planner or Landscape Architect
- Lead Housing Expert
- Economic Lead

At the conclusion of the interviews, but by no later than April 15, 2016, the Selection Committee shall rank, in the order of preference, the Applicants whose professional qualifications and proposed services are deemed most meritorious.

Negotiations, including the final scope of work, shall then be conducted with the Applicant ranked first. If a contract satisfactory to PCMC can be negotiated at a fee considered fair and reasonable, the award shall be made to that Applicant. Otherwise, negotiations with the Applicant shall be formally terminated and the City will move on to the next Applicant.

PCMC reserves the right to complete the selection process without proceeding to an interview process, and may choose to select based on the information supplied in the Statement of Qualifications. PCMC reserves the right to select the Applicant(s) whose qualifications, in the City's sole judgment best meet the needs of the City. Price may not be the sole deciding factor. PCMC reserves the right to reject any and all applications. Award of contract will be subject to approval by the City Council of Park City.

### **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 (Exhibit A). Any requested changes to the contract language must be submitted to the City Attorney's Office for review during the RFP process and must be addressed prior to a contract being signed.

ALL VENDORS THAT THE CITY CONTRACTS WITH ARE REQUIRED TO HAVE A PARK CITY BUSINESS LICENSE (other than Contractors). This can be purchased through our Finance Department.

If the bidder uses 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.

If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.

Evidence of Ability to Obtain Insurance.

1. 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 63-30d-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.
2. 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.
3. 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.
4. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

## Information to be Submitted

The electronic proposal, not to exceed 10 MB, must be received via email to Stephen Brown ([steve.brown@parkcity.org](mailto:steve.brown@parkcity.org)), 445 Marsac Avenue, Park City, UT 84060 no later than **4:00 p.m., April 7, 2016**. Additionally, the use of a FTP site to download the Proposal will not be considered responsive. All proposals shall remain good for 60 days. It is the responsibility of the offeror to verify receipt of submittal with Mr. Brown.

## 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.

## Proposal Information

A. 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. Park City's policy, subject to federal, state and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

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 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.

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.

## **Budget**

The budget for the fire station parcel is estimated at \$2.6 - \$2.9M. The budget for the senior/community project and second phase of housing will depend on final scope, developed by the consulting team.

## **Resources**

Staff engaged with the community through formal and informal engagement approaches. Multiple presentations were given to the City Council summarizing the information presented to the public and comments received. The meeting packets as well as the summaries from the following meeting can be found online at <http://parkcityut.iqm2.com/Citizens/Default.aspx>.

### Park City Council Meetings Packets and Summaries

#### Recent Public Engagement process

- July 16, 2015
- August 20, 2015
- September 3, 2015
- November 19, 2015

#### RDA Background Information (<http://www.parkcity.org/government/document-central/-folder-353>)

- LPA RDA Master Plan 2015 - 2030 (January 2010)
- LPA Neighborhood Implementation Plan (January 2011)
- Tax Entity Committee Report (September 2012)
- Preservation plan for 1323 Woodside Avenue
- List of current public works storage
- Map of City Park Parcels & Parcel east of Public Works
- Updates to Council
  - 11/8/12

- 5/5/14
- 10/30/14
- 1/28/16 – RFP Scope & Priorities
- Design Studio Exhibits (6/16/15)
- City Park senior/community center preliminary concept
- Lower Park Avenue Design Study 1993 - (<http://www.parkcity.org/home/showdocument?id=8668>)
- 1333 Park Avenue Historic Inventory - (<http://www.parkcity.org/home/showdocument?id=1910>)
- Housing Ordinance - (<http://www.parkcity.org/home/showdocument?id=15713>)
- Recreation Master Plan - <http://www.recfacilitiesmp.org/>

## Exhibit A

# 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

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

# **PARK CITY MUNICIPAL CORPORATION**

## **SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

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.



# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

### 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.

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- 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 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.

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- 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.
- 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

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.**

## **PARK CITY MUNICIPAL CORPORATION**

### **SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

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

#### **16. TERMINATION.**

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

# **PARK CITY MUNICIPAL CORPORATION**

## **SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

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.



## **PARK CITY MUNICIPAL CORPORATION**

### **SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

- 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.
  
- 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**

**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

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

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            )



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