



# **Park City Municipal Corporation**

## **Request for Proposal**

from

**Parking Consulting Firms with Parking Access Revenue Control System (PARCS), Way finding Equipment Integration, and Engineering/Design/Project Management Experience**

for

**Engineering/Consulting Services - City Parking Lots/Garages and Design/Integration of the following:**

- 1. Parking management and way finding systems evaluation, design, and integration requirements matching the recommendations by the June 2016 Downtown and Main Street Parking Management Plan.**
- 2. Internal real-time way finding with available space count and pricing displays.**
- 3. Corridor approach real-time way finding with available space count and pricing displays.**
- 4. Determine the equipment, technology, and cost requirements to implement the new downtown parking management strategy.**
- 5. Integration of parking availability, pricing and**

**payment methods with smartphone apps.**

- 6. Project Management to include equipment and vendor selection, contractor selection, through competitive bid process, construction oversight and testing.**

**NOTICE TO QUALIFIED FIRMS**  
REQUEST FOR PROPOSAL/REQUEST FOR QUOTE FOR  
ENGINEERING/CONSULTING SERVICES-  
CITY/PRIVATE PARKING LOTS/GARAGES AND DESIGN/INTEGRATION OF PARCS  
(PARKING ACCESS REVENUE CONTROL SYSTEM), SPACE COUNTING, AND  
WAYFINDING SYSTEMS.

RFP/QUOTATIONS DUE: **4:00 p.m., November 22, 2016**, at the Park City Public Works Office, 1053 Iron Horse Drive, Park City, Utah 84060

PROJECT NAME: Parking Management Technology and Infrastructure including PARCS, Dynamic Price Setting, Way finding, and Space Counting

SOQ/RFQ  
AVAILABLE FOR FIRMS: **2:00 p.m., November 8, 2016** via email from [blake.fonnesbeck@parkcity.org](mailto:blake.fonnesbeck@parkcity.org), or at the Park City Public Works Office, 1053 Iron Horse Drive, Park City, Utah 84060

PROJECT LOCATION: Park City, Utah

PROJECT DESCRIPTION: New Parking Management Technology and Infrastructure including PARCS Way finding, Dynamic Price Setting, and Space Counting integration with city owned parking in the Main St. area including Project Management for parking management infrastructure and technology systems.

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

CONTACT: Blake Fonnesbeck, Transit &Public Works Director (all questions shall be in writing) [blake.fonnesbeck@parkcity.org](mailto:blake.fonnesbeck@parkcity.org)

**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**

Park City Municipal Corporation (hereinafter referred to as “Park City”, “City”, or the “Purchaser”) is soliciting Request for Proposal/Request for Quote from Professional Engineering Firms (hereinafter referred to as “proposer”, “Service Provider”, or “Evaluating Firm”) to provide engineering / consulting services in all City-owned parking in Main St. areas and design/integration of the following:

1. Parking management and way finding systems evaluation, design, and integration requirements matching the recommendations by the June 2016 Downtown and Main Street Parking Management Plan.
2. Internal real-time way finding with available space count and pricing displays.
3. Corridor approach real-time way finding with available space count and pricing displays.
4. Determine the equipment, technology, and cost requirements to implement the new downtown parking management strategy.
5. Integration of parking availability, pricing and payment methods with smartphone apps.
6. Project Management to include equipment and vendor selection, contractor selection, through competitive bid process, construction oversight and testing.

## **II. Background**

Park City recently completed a study to develop a Main Street Parking Management Plan. This SOQ/RFQ is intended to begin the implementation phase of elements of that study and plan. The study can be found at:

<https://www.dropbox.com/s/j2v2wzsfziw74dj/Main%20Street%20%26%20Downtown%20Parking%20Management%20Study.pdf?dl=0>.

Or at [www.parkcity.org](http://www.parkcity.org) under departments, under parking, scroll to the bottom of the page.

## **III. Scope of Project**

Park City is requesting assistance with an infrastructure needs analysis of our City-owned parking together with research and research assistance for potential integration into a new external way finding system, along with evaluation and integration assistance of new parking management systems in all City owned parking areas within the Main Street business core. Once the infrastructure, design, and technology is selected through recommendations of the provider the provider will then assist Park City with the competitive bid process and project management. The end goal of this project is to have a fully implemented parking management system that could be handed over to city staff for administration.

The new parking management system will need to meet the following objectives:

- Ability to support demand-based pricing adjusting rates by peak season, weekday versus weekend, and by time of day
- Wide range of convenient electronic payment methods, reducing the amount of cash that is potentially handled
- Ability for residents, employees, and visitors to easily track parking availability and pricing at on-street, off-street, and remote parking locations via smartphone apps and web services
- Several options to enter and exit parking facilities while tracking each session and calculating the appropriate fee, while also reducing the number of tickets and access cards
- Ability to reserve spaces, especially for events, along with the ability to pre-pay for parking, to streamline entry and exit (including reservations and pre-payments through third parties authorized by the City)
- Ability to launch a pilot program utilizing existing parking facilities and spaces to facilitate valet parking and transportation pick up/drop off zones during Special Events
- Ability to have common equipment across facilities, even those not owned by the City, leading to a consistent customer experience
- Use of License Plate Recognition technology to validate users as they approach the gates, allowing the gates to open without requiring the customer to stop and use an access card
- Dynamic/demand-based pricing - Many options for customer and merchant self-service, eliminating trips to customer service counters or phone calls to Parking Services' staff, for routine transactions such as obtaining a monthly permit
- VOIP intercom with camera at each entry, exit, and pay-on-foot station, ensuring that calls for assistance are answered quickly and agent can see customer, and allowing for remote activation of gate arms, if warranted
- Occupancy statistics, available to outside parties for inclusion in way finding and parking location services, to make it easier for customers to find parking spaces
- Ability to implement easy to use data management software that can be handed over to city staff and integrated within current IT processes
- Reduction of manual data entry
- Reduction or elimination of management of servers and other IT resources to support the new parking management system
- Real time data integration for additional way finding systems for internal and external use
- Integration with current mobile license plate recognition technology
- Congruency with current sign codes and historic district planning requirements.

## **Task 1 – Site Visit and Existing Conditions Assessment**

A site visit will be arranged on the date prospective Service Providers are invited for an interview. Park City Municipal Corporation shall ensure the availability and cooperation of our Chief Building Official and IT Director or other operational staff during the evaluation process. We shall also make readily available any and all documentation required (building drawings, specifications, etc.) to perform a thorough evaluation of our facilities.

The purpose of the stakeholder meeting will be to document any needs specific to parking guidance or issues relevant to parking guidance. Service Providers should also be prepared to discuss existing conditions such as special events, permit parking, enforcement, IT networking, traffic patterns, Valet parking, etc.

The primary goal of this task will be to identify the most suitable PGS, E-Permit and Smartphone Payment application system that provides efficient and manageable parking operations for the city and for patrons to efficiently locate available parking at all city-owned parking destinations in the Main St. business core. During this meeting Service Providers will evaluate the current parking conditions to determine the most appropriate permitting and smartphone payment applications that may provide the desired functionality for residents, employees, and tourists that would be utilizing either hourly or daily parking.

Task Deliverables:

- a) Draft Existing Conditions and Needs Assessment Memorandum
- b) Final Existing Conditions and Needs Assessment Memorandum

## **Task 2 – Discuss with Task Force Alternatives for Citywide PARCS Management**

The Service Provider will take input and help the task force choose the appropriate PARCS, real-time PGS, metering, and way finding systems in accordance to the Main Street Parking Management Plan, and how these would be integrated with approach and way finding systems. This could take place via video-conferencing or webinar.

## **Task 3 – PGS, E-permitting and Smartphone Payment Applications Performance Specification and Plan Development**

The Service Provider will develop General PGS Performance Specifications for citywide parking services, in accordance to city IT guidelines. The proposed PGS will be used to provide parking availability information at parking structure entrances, at trailblazing roadway signs approaching the downtown city area, at remote or off-street locations, and at public and privately owned locations.

The Service Provider will develop or implement a standalone Functional Specification for the procurement of the E-permitting/Smartphone payment applications. These specifications will include a concept of operations to describe how this new system would function and how Client would enforce such a system.

Task Deliverables:

- a) Draft Performance Specifications for PGS and Functional Specification for E-permitting/Smartphone payment applications
- b) Final Performance Specifications for PGS and Functional Specification for E-permitting/Smartphone payment applications
- c) Draft Schematic Drawings of PGS dynamic message signs and sensor locations
- d) Final Schematic Drawings of PGS dynamic message signs and sensor locations
- e) Opinion of Probable Cost for PGS and E-permitting/Smartphone payment applications systems

#### **Task 4 – Mobile Application Integration**

The Service Provider will draft specifications in how to implement a mobile application that tracks real time parking information into existing citywide IT infrastructure. The specifications will specify file type, communication protocols, and other necessary software requirements. Actual integration will be completed by City IT staff.

Task Deliverables:

- a) Draft mobile application integration specification
- b) Final mobile application integration specification

#### **Potential Task 5 – Valet Service and Transit Management for Special Events**

The Service Provider will establish a pilot program that can be implemented as a “phase one” initiative, in which Valet parking services and Drop off/Pick Up zones for private transportation will be established in city owned parking locations during Special Events.

#### **Potential Task 6 – PGS, E-permitting, and Smartphone Payment System Implementation Phase Support & Testing Services**

The Service Provider will provide construction support to the city throughout the construction phase of the project. The Service Provider will also conduct acceptance testing for the PGS and E-permitting and Smartphone payment application system activation. Acceptance testing requirements will be defined

within the Performance Specification Documents. All acceptance testing requirements must be met before the final system acceptance testing is achieved.

#### **Task 5 – Determine Infrastructure Requirement to Support Items Chosen**

Prepare cost estimate for all site infrastructure requirements identified from Task 2 (This would include an estimate of parking technologies chosen in Task 2.) This would include an analysis of technical integration with existing computer systems and a thorough discussion of integration with proposed new parking management systems for PARCS, technology requirements, additional metering, way finding, and space counting.

#### **Task 6 – Prepare Draft Report and Present Report for Questions and Comments**

Once the evaluation has been completed, we require a draft report describing the existing conditions, variance from code requirements, recommended upgrades to our facilities, and proposed parking management improvements, wayfinding, and space counting solutions. This should include a thorough technical integration discussion. The report must also contain an engineer's estimate of costs associated with making these upgrades. The evaluating firm should anticipate presenting the draft report to a small team of city staff either in person or via conference call (go-to-meeting, Skype etc.).

#### **Task 7 – Prepare and Deliver Final Report**

Service Provider integrates final comments from City. The City and Service Provider will negotiate a final report date that will ensure enough time to select technology and equipment, design, prepare bid documents, and manage project to be in place by June 1, 2017.

#### **Task 8 – Provide Project Management and Testing**

Service Provider will prepare bid documents for both equipment and infrastructure contracts and provide Project Management oversight and testing to ensure all technology and equipment function properly prior to the June 1, 2017 completion date.

### **IV. Funding**

The funding for this evaluation will be provided from City Capital Improvement Project (CIP) funds.

### **V. Content of RFP/ Quotation**

Request for Proposal/Quotations will be evaluated on criteria listed below RFP/Quotations shall be limited to 10 pages (a one page cover letter can be included and will not be counted toward the page count) plus resumes and



supportive information in an Appendix and a sealed fee quotation.

RFP/Quotations lacking the required information will not be considered. The RFP shall include at a minimum the following:

- Proposed team and their experience with parking technologies.
- Proposed project approach including timeline (key milestones).
- Three recent references for similar projects performed by the proposed team members including project management to completion.
- Other factors deemed relevant by the selection committee, including but not limited to the nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with insurance/indemnity provision counts against a bidder.)

A fee quotation shall be submitted in a separate sealed envelope marked clearly with the proposing firm's name and "Fee Quotation". Proposals and firms will be ranked utilizing the above factors. The City will then open the top ranked firm's fee quotation and enter into contract negotiations with that firm. If the City and top ranked firm are unable to agree on price, the City will then open the 2<sup>nd</sup> ranked firm's quotation and begin negotiations with that firm. This process will continue until the City can agree with a firm on price/scope and a contract will then be awarded. Quotations will be honored for no less than 90 days.

The fee quotation must be in the following format:

Total Hours by Task

	Team Member 1	Team Member 2	Team Member 3	Team Member 4	Team Member 5	Team Member 6
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
Task 6						
Task 7						
Task 8						

Total by Team Member

	Hours	Bill Rate	Total
Team Member 1			
Team Member 2			
Team Member 3			
Team Member 4			
Team Member 5			
Team Member 6			
		Subtotal	
		Travel	
		Printing	
		Other Direct Costs	
		<b>TOTAL</b>	

Team Members must be identified by name and discipline (i.e. principal, engineer). If the proposer utilizes third parties for completing RFP/RFQ requirements, list what portions will be completed by third parties and the names of those third parties.

**VI. Selection Process**

RFP/Quotations will be evaluated and ranked by individual team members using the factors listed in Section IV, Content of RFP/RFQ, above. The selection committee shall then meet to discuss their individual RFP\RFQ submittals, their rankings and to prepare a final overall team ranking using the factors listed in Section IV, Content of SOQ/RFQ, above. Cost may not be the sole determining factor.

The selection process will proceed on the following schedule:

- Proposals will be received by Park City prior to **4:00 p.m. on November 22, 2016** at the Park City Public Works Building, 1053 Iron Horse Drive, Park City, Utah 84060. Any questions must be submitted in writing by 12:00 p.m. on November 17, 2016. These questions will be answered by 5:00 p.m. on November 18, 2016.
- A selection committee made up of Park City Municipal Corporation staff and others will review the submitted Statements of Qualifications/Quotations and select a proposer. A short list interview is

required for those selected for final interviews. These interviews and the site visit will occur during the morning on December 1, 2016. The selection committee will meet on December 8, 2016 to render a decision. 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.

- Park City will negotiate a final scope and fee with the top ranked proposer, and if the proposed amount warrants, will recommend to City Council for final approval and contract.
- If needed Park City will present recommendation to City Council to enter into an agreement with selected firm on December 15, 2016.
- Contract and Notice to Proceed on or about December 19, 2016, or sooner if amount does not warrant City Council approval.

Park City reserves the right to:

1. Disqualify incomplete proposals. Proposals lacking required information will not be considered.
2. Change any dates or deadlines
3. Waive minor defects in the proposals submitted.
4. Request additional information from respondents.
5. Change the nature or scope of the project without penalty.
6. Negotiate terms with one or more of the short listed firms.
7. Reject any or all proposals for any reason, without penalty.
8. Take any steps deemed necessary to act in the City's best interest.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this SOQ/RFQ and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

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.

Park City Municipal’s policy is, 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.

## **VII. Professional Services Agreement**

Park City will enter into a Professional Services Agreement with the selected proposer (offeror). A sample of the agreement is attached. The offeror selected to provide the services/products shall be required to enter into a written agreement in substantially the form as shown in the attached SAMPLE AGREEMENT which shall be the basic form used to develop the final agreement.

- Submittal of an offeror’s proposal acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this SOQ\RFQ. Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying offeror's proposal identified as “Exceptions.” Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

## **VIII. Information to be submitted**

- To be considered, the following must be received at the Park City Public Works Office, 1053 Iron Horse Drive, Park City, UT 84060 no later than **4:00 p.m. (MDT) on November 22, 2016**
  - Five (5) copies of the SOQ/Quotation including:
  - One (1) sealed fee quotation marked clearly with Firm Name and the words “Fee Quotation”
  - One (1) electronic copy of proposal in a .pdf format.

## **IX. 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.

**X. Proposal Information**

- A. Discussions with Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. 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.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection of Proposals.
- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
  - 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 RFQ.
- E. Appeals Procedure. Any supplier, vendor, or contractor who determines that a decision has been made adversely to him, by the City, in violation of applicable City, State or federal procurement regulations, may appeal that decision to the Park City Council. The complainant contractor shall promptly file a written appeal letter with Blake Fannesbeck, PO Box 1480, Park City, Utah 84060, [blake.fannesbeck@parkcity.org](mailto:blake.fannesbeck@parkcity.org) within five working

days from the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought.

Upon receipt of the notice of appeal, the manager shall forward the appeal notice, his investigation of the matter, and any other relevant information to the City Council. The City Council shall conduct a hearing on the matter and provide the complainant an opportunity to be heard. A written decision shall be sent to the complainant.

## **XI. Confidentiality**

All responses, inquiries, and correspondence relating to this RFQ and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated. The City generally considers proposals and all accompanying material to be public and subject to disclosure. Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFQ is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Section 63-2-304 of the Government Records Access and Management Act, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under the Government Records Access and Management Act to appeal an adverse determination. The City is not obligated to notify the offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the Government Records Access and Management Act.

**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 “Addendum 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 “Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. **REPORTS AND INSPECTIONS.**

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly, to this Agreement.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.



- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. **SERVICE PROVIDER EMPLOYEE/AGENTS.**

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. **HOLD HARMLESS INDEMNIFICATION.**

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. **INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident \$500,000 each accident;  
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. **TREATMENT OF ASSETS.**

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. **NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as

may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. **ASSIGNMENTS/SUBCONTRACTING.**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. **CHANGES.**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing

and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. **MAINTENANCE AND INSPECTION OF RECORDS.**

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

15. **POLITICAL ACTIVITY PROHIBITED.**

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. **PROHIBITED INTEREST.**

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

17. **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.

18. **TERMINATION.**

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

19. **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.

20. **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.

21. **JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. **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.

23. **ENTIRE AGREEMENT.**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

**PARK CITY MUNICIPAL CORPORATION**  
445 Marsac Avenue

Post Office Box 1480  
Park City, UT 84060-1480

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**SERVICE PROVIDER NAME**

Address:

Address:

City, State, Zip:

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title



STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (*title or office*) of \_\_\_\_\_ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (*title*) for \_\_\_\_\_, a \_\_\_\_\_ corporation.

\_\_\_\_\_  
Notary Public

**ADDENDUM “A”**

**SCOPE OF SERVICES**

The Scope of Services is detailed in the RFSOQ Section II titled Scope of Project

PAYMENT SCHEDULE FOR "EXTRA" WORK

**ADDENDUM "A"**

## **ADDENDUM "B"**