



## **Park City Municipal Corporation**

**Lighting Controls and Energy Efficiency at the Park City  
Municipal Athletic and Recreation Center (PC MARC)**

# **Request for Proposals Consulting Services**

**Submittal deadline: By Wednesday, December 27,  
2017**

Park City Municipal Corporation  
Sustainability Office  
445 Marsac Avenue  
P.O. Box 1480  
Park City, UT 84060  
Staff contact: Celia Peterson  
Environmental Sustainability Project Manager  
Email: [celia.peterson@parkcity.org](mailto:celia.peterson@parkcity.org)  
Fax: (435)615-4901  
RFP Website: <http://www.parkcity.org>

## NOTICE OF REQUEST FOR PROPOSALS FOR ENVIRONMENTAL CONSULTANT SERVICES

Park City Municipal Corporation is seeking interested consultant teams to submit proposals for lighting controls and energy efficiency measures for the Municipal Athletic and Recreation Club ("PC MARC"). Proposals must be received by Park City by 4:00 p.m. on Wednesday, December 27, 2017.

Proposals should be submitted by email to Celia Peterson, Environmental Sustainability Project Manager, Park City Municipal Corporation ([celia.peterson@parkcity.org](mailto:celia.peterson@parkcity.org)).

### Lighting Controls and Energy Efficiency at the PC MARC

#### RFP AVAILABLE:

A copy of the RFP can be obtained electronically by emailing [celia.peterson@parkcity.org](mailto:celia.peterson@parkcity.org). Any modifications or addendums will be made in redlined form on the website on Friday, December 14, 2017, by 4:00 p.m.

#### PROPOSALS DUE:

Proposal submittals must be received **by e-mail** no later than **4:00 p.m. on Wednesday, December 27, 2017**, at: [celia.peterson@parkcity.org](mailto:celia.peterson@parkcity.org)

**PROJECT LOCATION:** Park City, Utah

**OWNER/CONTACT:** Celia Peterson, Environmental Sustainability Project Mgr  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060

All questions shall be submitted in writing by 1:00 p.m. on Friday, December 22, 2017, via e-mail to: [celia.peterson@parkcity.org](mailto:celia.peterson@parkcity.org).

A scheduled walk through of the facility will be held on Wednesday, December 20, 2017 at 10:00am. This will be the only opportunity for consultants to visit the facility with City staff and ask technical questions.

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

## Background

In 2016, Park City set North America's most aggressive climate goals for a city: Net-zero carbon and 100% renewable electricity by 2022 for municipal operations and by 2032 community-wide.

Two years ago, a full lighting retrofit was performed at the PC MARC that replaced existing florescent style bulbs with LED bulbs of the same form factor and that removed existing florescent ballasts. The controls were not modified as part of that effort. The LEDs are designed to only work at full capacity and are not capable of being dimmed. Daylight harvesting and operation at reduced lighting levels will not be possible without a full fixture replacement.

All internal lighting is at 277V AC, which is standard for commercial applications.

The current controls system is manufactured by Panasonic. It has a series of sensors and timers that tie to 277V relays to control each circuit. Only on/off is possible. There are a total of 59 controllable circuits. In addition, there are about a dozen standard manual wall switches controlling lights in hallways, fitness rooms, and the gym. Programming the system is done by a difficult-to-use handheld remote that must be in close range of the specific lighting panel.

## Project purpose and goals

In order to reach Park City Municipal's 2022 goals, measures to increase energy efficiency and reduce overall energy consumption must be implemented.

The PC MARC is currently over lit and staff are not able to easily turn specific lights on and off. In many spaces, staff are neither able to easily turn on/off lights when sufficient daylight exists, nor can they adjust the intensity of lighting in areas which do not need bright light, e.g. the yoga rooms.

The desired solution will improve the efficiency of lighting at the PC MARC and give staff greater control over turning lights on and off, allow the intensity of light to be adjusted, and employ motion sensors that will turn lights on and off depending on room occupancy.

The hours of operation of the PC MARC are 5:30 a.m. to 10:00 p.m. on weekdays, 7:00 a.m. to 9:00 p.m. on Saturdays, and 8:00 a.m. to 9:00 p.m. on Sundays. All work will need to be done after hours.

## Scope of RFP

The scope of this RFP is for electrical controls for lighting at the PC MARC. If your solution includes energy efficiency gains beyond lighting controls, please include those in your proposal.

## Proposal Requirements

### Proposal Submittals

To be considered each proposal must include each of the following elements:

1. **Statement of Approach:** Description of your work product and deliverables -
  - Description of work elements, including energy savings;
  - What your expectations are as to Park City's role; and

- What the physical deliverables of your project will be.
- 2. **Statement of Qualifications:** Information on prior experience with energy efficiency and lighting controls in commercial facilities.
- 3. **Proposed Project Team Members:** Description of each project team member's experience and education (individual resumes are sufficient).
- 4. **Unique offering:** Explanation of factors that make your firm a better choice than other firms. We are particularly interested in quantification of concrete energy savings that are possible with your approach.
- 5. **Recommended project timeline:** (at a minimum by each work element/phase) – including sufficient time for data collection.
- 6. **Warranty information:** Explanation of how your firm will handle any technological or equipment failures.
- 7. **Cost Proposal:** Pricing should be broken out by each work element/phase from above and indicate the hours and billing rate for each consultant team member. If there is a conflict between the written and numerical amount, the written amount shall supersede.

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

#### Submittal Requirements

- **All proposals should be submitted by email only.**
- Proposals should be no more than five (5) pages of text and no more than two (2) pages for the cost proposal (not inclusive of team member resumes).
- Proposals must be delivered electronically to Celia Peterson, Environmental Sustainability Project Manager, Park City Municipal Corporation via email to: [celia.peterson@parkcity.org](mailto:celia.peterson@parkcity.org)
- Proposals must be submitted by 4:00pm on Wednesday, December 27, 2017. Late submittals will not be considered.

#### Selection Process

Submittals will be reviewed and ranked by a City selection team.

The selection team will include:

Celia Peterson, Environmental Sustainability Project Manager  
 Luke Cartin, Environmental Sustainability Manager  
 Ken Fisher, Recreation Manager  
 Mike Lennon, Building Maintenance Manager  
 Holly Lopez, Public Utilities Executive Assistant

The selection team will recommend its preferred proposal to City Council. The selection team at a minimum will consider the following:

<b>Criteria</b>	<b>Weighting</b>
Overall quality of the proposal	25 percent
Qualifications/expertise of the key personnel on the team	25 percent
Past performance and record of successful completion of similar work	20 percent
Project approach and timeline	20 percent
Proposed Fee Schedule	10 percent

In addition, the nature and extent of requested changes to our standard contract will be considered during the selection process.

At this point a short list of the highest ranked consultants may be invited to make a formal presentation prior to making a final determination of the most qualified consulting firm\team.

Price may not be the sole deciding factor.

The committee will then make a final ranking of proposals based upon the above criteria and then negotiate final contract with the highest ranked proposal.

Local bidders who are within 5% of the low bid will be extended an opportunity to meet the low bid and if they do so within 48 hours they will be awarded the contract, with possible additional negotiations

If the City is unsuccessful negotiating with the highest ranked proposer the City may begin negotiating with the next highest ranked proposal, continuing this process until a contract is agreed upon and executed.

Notice is given that the City reserves the right to reject any and all proposal(s) based on any of the criteria previously mentioned, or based on any interests of the City, which may render the grant of this agreement inadvisable, or, in the sole discretion of the City, contrary to the public interest.

Proposals will be considered valid for a period of one (1) year after the final submission date, unless otherwise stated in the submitted proposal.

The successful applicant will be required to sign an agreement substantially identical to Exhibit "A", or as modified by any proposal which the City finds acceptable.

**Key Proposal Dates**

December 13, 2017	RFP distributed
December 20, 2017	Walk-through of the facility
December 27, 2017	Proposals Due
December 29, 2017	Selection committee meeting
January 2, 2018	Any needed clarifications or meetings with consultant(s) selected for short-list consideration
January 4 22, 2017	Final selection of consulting team

**Requests for Additional Information**

Any questions concerning the submittal or the project shall be sent in written form via email inquiry to the attention of Celia Peterson, Environmental Sustainability Project Manager, at [celia.peterson@parkcity.org](mailto:celia.peterson@parkcity.org). If you wish to receive a copy of all questions received and responses provided, please contact Celia Peterson.

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

### **Project Manager**

Questions or communications regarding this study should be directed to:

Celia Peterson  
Environmental Sustainability Project Manager  
Park City Municipal Corporation  
celia.peterson@parkcity.org

### **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 as Exhibit "A". If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede. Please note the **insurance and Park City Business License requirements.**

### **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**

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.

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.

Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

Rejection of Proposals. Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

Award of contract is subject to approval by City Council.

Submitted proposals will be considered valid for a period of one year.

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 Corporation reserves the right to change any dates or deadlines related to the bid submittal process.

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

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

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

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and \_\_\_\_\_, a \_\_\_\_\_, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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 (\$\_\_\_\_\_).

The City has designated \_\_\_\_\_, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

### 2. **TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term 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 her 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.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

**4. RECORDS AND INSPECTIONS.**

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

## **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

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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 One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) 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 with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;  
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with 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. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. 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

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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 AND WARRANTIES.**

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

## **11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth,

pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. 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. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- 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. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- 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.

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### **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 THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.**

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

B. Nothing herein is intended to confer rights of any kind in any third party.

C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

### **15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

### **16. TERMINATION.**

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service

Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

**17. NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

**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 connection with that action or proceeding.

**19. JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.



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**20. SEVERABILITY AND NON-WAIVER.**

- 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.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

**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.

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**

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

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 \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company), by Authority of its Bylaws/Resolution of the Board of Directors or Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company).

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



**EXHIBIT “A”**

**SCOPE OF SERVICES**

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK