

PARK CITY MUNICIPAL CORPORATION REQUEST FOR QUALIFICATIONS (RFQ- NON-BID)



**TRANSPORTATION PROJECT MANAGEMENT AND
GENERAL TRANSPORTATION SERVICES RFQ NOTICE**

PROPOSALS DUE: Monday, December 07, 2020 by 4:00 p.m. MST.

PROJECT NAME: Transportation Project Management and General Transportation Services

RFQ AVAILABLE: Thursday, November 12, 2020

OWNER: Park City Municipal Corporation
445 Marsac Ave
Park City, UT 84060

CONTACT: Julia Collins
Senior Transportation Planner
Julia.Collins@parkcity.org

PROJECT DEADLINES:

All questions must be electronically submitted in written form and received by 4:00 p.m. MST, Tuesday, November 30, 2020, via email to: Julia.Collins@parkcity.org.

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

1. Introduction: Park City Municipal Corporation (“PCMC” or “City”) is soliciting written Statements of Qualifications (“SOQ”) from qualified firms (“Respondents”) for the purpose of providing supplemental Transportation Project Management and General Transportation Services. This shall include providing area of services that may include technical planning support, strategic direction, policy support and administrative support to PCMC’s Transportation Planning Department. This is a solicitation for general services and is not related to any specific project. The City’s approach will be to openly advertise larger projects like long range transportation master plans, short range transit plans, etc. Selection of qualified firms will not preclude a submittal of qualifications for future advertised projects. PCMC encourages consulting firms interested in providing transportation services to the City to submit a SOQ in accordance with the following information.

1.1. General Request for Qualifications and Submittal Information

In accordance with the City’s professional services procurement policy, the City will select a firm(s) from the submitted proposals. Subsequently, scoping and a fee for each assigned task will be negotiated and a Work Order authorization issued. A not to exceed amount for services will be established, presented to City Council for authorization and approval, and a Design Professional Services Agreement will be entered into with the City. Park City intends to select qualified firm(s) for the work listed in Section 3.1 of this RFQ in Areas of Assistance.

Detailed instructions for submitting proposals are provided in Section 4 of the RFQ. Respondents must ensure that they have the capability, expertise, and qualifications to provide the services described in the RFQ and comply with all of the conditions set out. Failure to comply with any of the conditions may, at the discretion of the City, constitute grounds for rejection of the proposal as non-compliant. The City reserves the right to award other transportation related work to any other firm(s).

The City reserves the right to terminate negotiations with the selected firm should the City determine it to be in the City’s best interest. The City reserves the right to reject any and all SOQs submitted.

1.2. Tentative Project Schedule

The following tentative project schedule has been established for the RFQ solicitation period and the Project period. If a change in the solicitation schedule becomes necessary, all recipients of the RFQ will be notified. The Project schedule is subject to change based on contract negotiations and will only be communicated with the selected Respondent(s). The schedule below does not include the potential tasks described in this document but outlines the anticipated Project duration. Schedules for specific tasks will be determined at a later date.

<u>MILESTONE</u>	<u>DATE</u>
<u>RFQ Solicitation Period*</u>	
Issuance of Request for Qualifications	November 12, 2020
Deadline for Questions	November 30, 2020 – 4:00 pm (local time)
Final Questions and Responses Published	December 2, 2020
Proposal Due Date	December 7, 2020 by 4:00 pm (local time)
<u>Transportation Consulting Services and PM Support Period*</u>	
Consulting Services Notification	December 14 – January 8, 2021
Consulting Services Contract Period	through June 30, 2023

* *The City reserves the right to change any dates, milestones, or deadlines.*

2. BACKGROUND

To assist with the preparation of a focused and responsive SOQ, this section is intended to provide Respondents with a brief background on PCMC’s Transportation Department.

2.1. The Park City Transportation Department

Park City is a small, historic, resort city with big city challenges. Premier ski resorts, a historic downtown with limited right of way for streets, and internationally anticipated special events, such as the Sundance Film Festival, all contribute to Park City’s status as a world-class destination for arts, culture, and recreation. Park City has a year round population of just under 8,500 with the capacity for an additional 35,000 visitors in peak season. In addition to these characteristics, one of City Council’s transportation goals involves providing multimodal transportation opportunities for residents and visitors.

PCMC’s Transportation Department is responsible for providing policy direction, defining local and regional goals, and prioritizing investments to mobility options through a sustainable lens.

PCMC’s Transportation Department is responsible for planning documents, multimodal policies, transportation demand management, short and long range planning, special projects, development review of larger parcels, traffic impact analysis, traffic modeling, safety campaigns, transit and active transportation planning, complete streets implementation, parking and transportation policy, land use ordinance amendments and bringing select capital projects through substantial design.

Additional information about Park City can be found on the City’s website at: www.parkcity.org.

2.2. Needed Assistance

PCMC's Transportation Department routinely requires consulting assistance to supplement staffing resources in the areas of project management for studies, traffic modeling, policy and ordinance support, planning and design, transit, and active transportation related services.

3. ANTICIPATED SERVICES

It is anticipated that one or multiple firms may be selected, based on the qualifications and expertise of the Respondents, to provide expertise related to **each area** of project management and transportation consulting services when the City identifies its available staff resources or technical expertise is exceeded.

3.1 Scope of Services

The scope of services set forth in this RFQ represents an outline of the work that the City anticipates the successful Respondent(s) may be requested to perform associated with each or some of the areas of interest categories, and is presented for the primary purpose of allowing the City to evaluate proposals.

A scope of services will be developed with the selected Respondent(s) and associated fees negotiated with each specified requested task, project and associated services. The list below is a description of the services typical to each listed area of interest.

Areas where assistance may be required include:

- **Land Use and Transportation Ordinance and Policies:** May include but is not limited to development of transportation policies in areas of biking/walking/transit like transit first policies, complete street design policies, updates to land use zoning ordinances, design standards, or other ordinance development and policies.
- **Parking:** May include but is not limited to review, data collection, recommendations and policy writing on parking requirements or parking reduction, paid parking programs, curb usage analysis; and strategic direction on the parking program, parking data analysis, and special district parking.
- **Public engagement:** May include but is not limited to transportation related presenting, engaging and interacting with the public or stakeholders, developing and implementing project specific outreach materials and campaigns, and providing media communications and government relation support.
- **Transportation Demand Management (TDM):** May include but is not limited to, the development of related annual employee, commuter and resident specific TDM program(s) and services, development and implementation of TDM strategies and tactics, the administration of specific TDM initiatives, programs and events (try transit, bike to school, etc.), development of a reporting and metric program for TDM and management of online platforms and websites related to the program.
- **Active Transportation:** May include but is not limited to regional or city active transportation plans, site specific bicycle and pedestrian plans and designs, public awareness educational

campaigns, field counts and data collection, policy and ordinance writing, concept and design engineering, and suitability analysis.

- **Intelligent Transportation Systems (ITS):** Provide program management technical support or strategic direction for ITS solutions that may include but is not limited to traffic and transit signal design, consulting or overseeing signal maintenance; supporting the Traffic Control Center (TCC) operations; consulting on integrations between transportation and traffic monitoring hardware and systems; consulting on best use of technology to support transportation and traffic congestion mitigation; training city staff on transportation software systems, developing ITS standard operating procedures and project progress status reporting; monitoring of data feeds and providing consulting and/or training of staff on best use of ITS systems to support city goals and stakeholder information requests.
- **Economic Development and Market Analysis:** May include but is not limited to conducting sales tax research, setting up take increment reinvestment areas, collection of existing conditions in relation to current economic trends, projecting revenues and expenditures resulting from specific planning activities, developing financial strategies, and providing analysis related to transit oriented development.
- **Transportation modeling:** May include regional and localized modeling specific for transit, roundabouts, intersection improvements and traffic. This may also include updates, coordination and modeling related to the regional Summit/Wasatch travel model, data collection and other trip information as inputs to these models.
- **Transportation planning:** May include but is not limited to developing transportation plans for; transit and active transportation planning, small area plans, specific studies and analysis, corridor plans, conducting alternative analysis, modal hubs, transportation concept development, street connectivity plans and designs, intersection or site specific alternatives analysis, data collection, development and reporting on metrics and program evaluation, complete street plans, and planning priority areas.
- **Traffic impact studies:** May include but is not limited to preparing traffic impact studies, traffic data collection, or conducting third party review of traffic impact studies.
- **Transportation engineering:** May include but is not limited to designs for transit, streets, intersections, active transportation, parks and public spaces, trails, signage and wayfinding design. The services may include all levels of engineering from concept to full design and developing bid packages.
- **Project management:** May include but is not limited to managing specific planning, engineering and capital projects for PCMC. This work may include coordination with UDOT or other local, regional, and federal transportation agencies; require research; development of policy positions or papers; precise management of projects; reporting on deliverables and progress; budget tracking, preparation of reports, and speaking publicly before elected officials, transportation professionals, and the general public. The project manager will be responsible for all oversight of the project(s) identified and primarily include keeping the project on time and within budget. This work may also include leading studies, reports, and public meetings on project topics. This person will act as lead on many of these projects, so experience managing staff, budget, grants and timelines is preferred. The position would represent Park City as an owner's representative on projects that may be completed in house or by third party consultants.

Respondents will be expected to demonstrate their experience in any or all of the areas of assistance as indicated in its SOQ and outline the areas of work that they are qualified in. The tasks contained within each area are not comprehensive and the City reserves the right to add related services as necessary.

3.3 Proposed Rates and Fees

Respondents shall provide proposed rate structure billing hourly rates, and rates for reimbursables and other direct costs for the Respondent's services. With respect to adjustments in rates and initiation dates predicted to occur during the Project, annual wage escalation will be limited to the Consumer Price Index (Western States), and not to exceed three percent (3%). See "Proposal requirements" section for more information.

4. PROPOSAL ADMINISTRATION

This section contains the instructions on how to submit a Proposal in response to this RFQ.

4.1. Inquiries

Questions must be submitted in writing and received by the date and time outlined in the schedule above. Given the current pandemic and potential challenges with hard copy submissions, we are only accepting electronic submissions **for questions. Questions concerning this Request for Qualification ("RFQ") should be submitted to Julia Collins via email to: Julia.collins@parkcity.org.**

Any interpretation of the documents will be made by addendum duly issued. Verbal answers, oral explanations, or instructions given before the award of the contract, or at any time will not be binding on the City. Addenda shall be issued within a reasonable time, but not less than two (2) working days prior to receipt of proposals.

4.2. Submittal Delivery

- A. Electronic Submissions: Given the current pandemic and potential challenges with hard copy submissions, electronic is the only allowable submission format. For electronic submissions: before the submission deadline, email Julia Collins at: Julia.Collins@parkcity.org and request a file upload link. Proposers will receive a DropBox File Request that links to a private folder for uploading. Files should be titled clearly with the consultant name and date. Proposers should make every attempt to limit the number of separate files while not compromising content and keeping file sizes reasonable. The files must be uploaded before the listed submission deadline. Additionally, the use of a FTP site to download the SOQ/Proposal will not be considered responsive.

4.3. RFQ Cancellation and Amendments

If it is in the City's best interests, the City reserves the right to do any of the following:

- Cancel this RFQ;
- Amend this RFQ as needed; or
- Reject any or all proposals received in response to this RFQ.

If the RFQ is amended, the City will send an addendum to all parties who requested the RFQ and will also post it on the City's website.

4.4. Errors

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the Respondent shall immediately notify the contact person at the City of such error in writing and request modification or clarification of the document. Modifications or clarifications resulting from this notice will be issued as addendums without divulging the source of the request for clarification. The City shall not be responsible for failure to correct errors.

4.5. Modifying or Withdrawal of Proposal

A Respondent may, by letter to the contact person at the City, withdraw or modify a submitted SOQ before the deadline to submit an RFQ. A proposal cannot be modified after that date and time, but a proposal may still be withdrawn. A proposal cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the RFQ: "This Proposal is valid for one hundred twenty (120) days."

4.6. Immaterial Defect

The City may waive any immaterial defect or deviation contained in a Respondent's proposal. The City's waiver shall in no way modify the proposal or excuse the successful Respondent from full compliance.

4.7. Preparation of Proposal

- A. Failure to Read. Failure to read the RFQ and these instructions will be at the Respondent's own risk.
- B. Cost of Developing Proposals. All costs related to developing, preparing, submitting, and/or in providing oral or written clarification of the proposal in response to this solicitation and any related activities are the sole responsibility of the Respondent. The City assumes no liability for any costs incurred by Respondents throughout the entire selection process. The Respondent is also responsible for any travel costs associated with participating in this RFQ.

4.8. Confidentiality

All responses, inquiries, and correspondence relating to this RFQ and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Respondent 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 Respondent 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 63-2-309 of the Government Records Access and Management Act, if the Respondent 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 Respondent of such determination. The Respondent is entitled under the Government Records Access and Management Act to appeal an adverse determination. The City is not obligated to notify the Respondent of a request, and will not consider a claim of confidentiality, unless the Respondent's claim of confidentiality is made in a timely basis and in accordance with the Government Records Access and Management Act.

4.9 Protests

Respondents are directed to the Appeals Procedure contained in City's Contracting and Purchasing Policy.

4.10 Requests for Debriefing

An unsuccessful Respondent may submit to the City a GRAMA request form to review the technical evaluation proposal file after the contract award.

4.11 Additional RFQ Conditions

- A. Discussions with Respondents. The City reserves the right to enter into discussions with the Respondent(s) determined to be reasonably susceptible of being selected for award within each area, or to enter into exclusive discussions with the Respondent 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 and discussions with the Respondent of the next highest ranked proposal in that category area without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all Respondents are treated fairly and equally throughout the entire advertisement, evaluation and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. The City's policy, subject to federal, state, and local procurement laws, is to provide reasonable attempts to support 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 Respondents.
- D. Rejection of Proposals. The City reserves the right to reject any or all proposals received and disqualify incomplete or late proposals. 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. Respondents 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. Scope of Services. The City reserves the right to change the nature or scope of the Project generally described in the RFQ without the need to repeat the formal solicitation process.
- F. Award. The City reserves the right not to make an award, to make multiple awards, or to make a partial award. Award of contract is subject to approval by City Council.
- G. The City reserves the right to take any steps deemed necessary to act in the City's best interest.

5. PROPOSAL REQUIREMENTS AND CONTENTS

5.1. General

PCMC is soliciting a fully integrated response, providing the necessary transportation consulting services. The response should include the following key elements in accordance with the instructions and requirements set out in this RFQ. Park City is interested in proposals that specifically illustrate qualifications, abilities, and experience of personnel to perform services in the areas of interest as identified in Section 3 and in this RFQ.

Respondents should be aware that the requested information and requirements stated in this RFQ are minimum requirements. Respondents are responsible for reviewing the Project areas and scope, as included in this RFQ, and proposing a team to address the needs presented. Respondents are encouraged to make additions that they believe will further assist the City in reaching its objectives.

5.2. Proposal Format

The response to this RFQ should be as concise as possible while adhering to the format and information requirements described below. Proposals should be prepared simply and provide a straightforward, concise description of Respondent's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of the content. For the electronic submission format, a page is defined as an 8.5" x 11" page, while 11" x 17" pages are allowed for charts and figures; they will be counted as a single page.

Organize Proposal as Follows. Responses not organized as outlined below, not containing the information specified, or not containing sufficient detail may receive a lower rating when evaluated.

PART 1 - Administrative Response

- Section A. Letter of Introduction
- Section B. Client References
- Section C. Insurance and Professional Services Agreement Requirements
- Section D. Rate Structure, Reimbursables, and Other Direct Costs

PART 2 - Technical Response

- Section A. Identify Specific Area Services Proposed to be provided by the Respondent
- Section B. Organization and Key Personnel
- Section C. Summary

PART 3 - Attachments

- Attachment 1 Resumes - Key Team Members

PART 1 - Administrative Response:

Respondents shall provide sufficient information in the proposal to enable the City to understand and evaluate the Respondent's approach to providing the services described in this RFQ. At a minimum, each proposal shall respond to the following requirements which are listed below and further described in the following paragraphs:

A. LETTER OF INTRODUCTION

Page Limit as necessary to address identified items.

Please provide a letter of introduction that briefly:

1. States proposal interest in the "Transportation Project Management and General Transportation Services."
2. "Acknowledges receipt of RFQ addenda, if any.
3. Identifies name of the Respondent (firm) and provides the location of the office that will be primarily responsible for the work.
4. Identifies the main Project Contact or Project Manager in your organization (provide address, telephone number, and email address) for future correspondence on this Project.
5. Includes the signature of a person authorized to bind the offering organization to the terms of the proposal.
6. Includes Federal tax ID number and state of incorporation.
7. States that the proposal includes all terms and conditions of the RFQ.
8. Contains a statement to the effect that the proposal shall remain valid for the period of Consulting Services Contract Period as listed in section 1.2.
9. Contains a statement certifying that there is no known conflict of interest.
10. Acknowledgment that the Respondent is required to have, and has or will secure as a condition of award, a current Park City business license. A business license is not required if the Respondent's company is exempted under [Utah Code Title 58](#).

The Respondent may use this section to introduce the RFQ submittal and/or to summarize the key provisions of the submittal.

B. CLIENT REFERENCES

Page Limit as necessary to address identified items.

Provide at least two (2) client references of similar projects. Not required, but if applicable, this can be applied per each area of interest and respondents shall delineate which area of interest the references are linked to. Include phone and email contact information.

C. INSURANCES AND DESIGN PROFESSIONAL SERVICES AGREEMENT REQUIREMENTS

Page Limit as necessary to address identified items.

Provide the following items in the Proposal:

1. Proof of insurance as outlined in the sample Design Professional Services Agreement attached hereto as Exhibit "A" and incorporated herein, and written affirmation that the firm will comply

with the insurance requirements outlined in the sample Design Professional Services Agreement for all aspects of the Project. Failure to obtain and supply proof of the required coverages in the form required by City can result in the delay of contract award and/or commencement of the work.

2. 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. PCMC is an equal opportunity employer and is qualified by law to enter into the Design Professional Services Agreement.
3. **Design Professional Services Agreement**
 - a. PCMC is expecting to enter into a Design Professional Services Agreement with the selected Respondent as required to complete the Projects. A sample of the agreement is attached hereto as **Exhibit "A"** and incorporated herein. The Respondent selected to provide the services 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.
 - b. Signature on a Respondent's response to this section, acknowledging that the Respondent is willing to enter into the agreement if awarded the contract. Respondents are advised to read thoroughly the sample agreement as the selected Respondent will be required to comply with its requirements.
 - c. **If Respondent takes exception to any term or condition set forth in this RFQ and/or the sample agreement and any of its exhibits and attachments, said exceptions must be clearly identified in the response to this RFQ. All questions about the insurance requirements or indemnification language found in paragraphs 7 and 8 of the sample Agreement must be resolved with Park City prior to submitting an SOQ. Any questions not resolved prior to the submittal deadline will not be considered.**
 - d. **Said exceptions and accepted resolutions must be clearly identified in the response to this RFQ. Exceptions or deviations to any of the terms and conditions must be submitted as an attachment accompanying offeror's proposal and identified as "Exceptions." The City shall be the sole determiner of the acceptability of any exception. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with our insurance/indemnity provision counts against a Responder). Such exceptions shall be considered in the evaluation and the award processes.**
 - e. It is the City's express desire to enter into a Design Professional Services Agreement which includes all services necessary for this project, whether or not the services are specifically outlined in this RFQ.

D. RATE STRUCTURE, REIMBURSIBLES, AND OTHER DIRECT COSTS

Page Limit as necessary to address identified items.

Provide the following items in the proposal:

1. **Rate Structure:** The City is interested in the Respondent's rate structure. Provide:
 - a. Hourly charge-out rate table for all anticipated personnel classifications, in proposed year 2021 hourly rates.

- b. Adjustments in rates and initiation dates predicted to occur during the Project: Annual wage escalation will be limited to the Consumer Price Index (Western States), and not to exceed three percent (3%) annually.
2. **Reimbursable and Other Direct Costs:** The City is interested in the Respondent's proposed items to be identified as reimbursable and other direct costs. Provide:
- a. Any indirect charges and expenses, mark-ups, etc.
 - b. Any on-site associated charges, i.e., travel time (from what location), vehicle expenses, etc.
 - c. Any proposed mark-up for sub-consultant and subcontractor fees.

PART 2 - Technical Response

Respondents shall provide sufficient information to enable the City to understand and evaluate the Respondent's approach to providing the related transportation consulting services described in this RFQ. At a minimum, each proposal shall respond to the following requirements which are listed below and further described in the following paragraphs:

A. IDENTIFY SERVICES PROPOSED TO BE PROVIDED BY THE RESPONDENT

One (1) Page Limit.

From the information listed in Section 3 of the RFQ, provide a list of services and identify from the areas of interest the categories the Respondent is qualified to perform and desires to be considered for under the proposal. The list shall be consistent with the "Areas of Interest" identified in Section 3.1. It should be clear which areas the Respondent is seeking qualification.

B. ORGANIZATION & KEY PERSONNEL

One (1) Page Limit.

Provide the following information about the Respondent's key personnel available to participate in assigned tasks:

1. Organization
 - a. Indicate location of Project Office and Project Manager/Project Contact.
2. Key Personnel

Respondents are responsible for reviewing the Project information, as included in this RFQ, and proposing personnel to address the needs presented. For key personnel:

- a. Identify the personnel that will be available for key tasks and areas.
- b. Provide any related background information including a brief biography and highlight special qualifications, including:
 - i. Total years of experience, including number of years with the current firm.
 - ii. The individual's qualifications, relevant work assignments, etc.

Any resumes pages provided in an appendix as "Part 3" supporting material do not count against the allowable page limit.

C. SUMMARY

One (1) Page Limit.

Summarize your submittal and add any other comments that you feel would make your firm (team) uniquely qualified to participate in this project and each project area. In other words, why should we hire your firm (team)? Respondents are encouraged to add to their proposal any key scope elements that they believe will 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.

PART 3 – Attachments

Page Limit as necessary to address identified items.

Attachment 3 Resumes - Key Team Members

6. PROPOSAL EVALUATION PROCESS AND CRITERIA

An evaluation committee, established by the City, will review the submitted proposals, rank them according to the following evaluation criteria and make a selection. This section describes the process and criteria by which the evaluation committee will evaluate the proposals and make consultant selection. The evaluation process steps and criteria are as follows:

A. Administrative and Completeness Screening (Mandatory)

Each Proposal will be screened for compliance with the administrative and completeness screening criteria below. The evaluation committee will evaluate each proposal to determine its responsiveness to these requirements. Proposals that fail or do not fully comply with any of the administrative and completeness screening criteria shall be disqualified and eliminated from further evaluation.

1. Proposals must be received by the exact time, date set and electronic submission as outlined in section 4.2 for receipt of Proposals.
2. Proposal must include all properly executed administrative response items.
3. Proposal must not contain false or intentionally misleading statements or references that do not support an attribute or condition contended by the Respondent.
4. Proposal must not be intended to erroneously and fallaciously mislead the City in its evaluation of the proposal and the attribute, condition, or capability as a requirement of this RFQ.
5. Proposal must not have a conflict of interest as stated in section A.9 in this RFQ.
6. Proposal must not contain confidential information or contain any portion marked confidential, unless otherwise expressly stated and allowed in the RFQ.
7. Respondent must agree to the terms and conditions contained within the proposal. By submittal of a signed proposal, Respondent indicates acceptance with the terms and conditions.
8. Respondent must not state anywhere in the proposal that acceptance is based on modifications to those terms and conditions or separate terms and conditions.

B. Grounds to Reject a RFQ

In addition to the administrative screening and completeness criteria identified above, the City reserves the right to reject a RFQ if:

1. The RFQ is unsigned.
2. The RFQ is not prepared in the format described.
3. The Respondent has submitted multiple RFQs.
4. The RFQ does not literally comply or contains caveats that conflict with the RFQ and the variation or deviation is material, or it is otherwise non-responsive.

C. Evaluation of Proposals

The evaluation committee will review and score all remaining proposals based on the evaluation criteria identified in Section 6, Paragraph G of this RFQ. This will be completed for each project area or category. The preliminary technical score for each proposal will be the average of the combined scores of all evaluation committee members.

1. Ranking a Proposal

- a. After each proposal is scored, it will be placed on a list for each area, in rank order, with the highest scoring proposal placed first and the remainder in descending order based on score.
- b. If a top-ranked proposal cannot be selected based solely on the proposals submitted or if additional clarification of proposals is required, up to three (3) Respondents submitting the most highly rated proposal may be invited for interviews. Any necessary clarification will be sought at this time.

2. Notice

Approximately five (5) business days before the time scheduled for discussions, the City will notify all Respondents indicating whether they will be invited to participate in the interview process, if required.

3. Interviews

- a. Interviews will only be held if there is a tie in scoring. Respondents invited to participate in the interview will be scored by the evaluation committee on their response. The evaluation committee may use patterned questions and/or questions specific to the proposal to conduct these interviews. The evaluation committee may provide the Respondents with a copy of the questions and/or issues to be addressed and a format for structured discussions.
- b. The Respondent is responsible for any travel costs associated with participating in interviews. **At the discretion of the City, discussions may be held via conference call or web-ex.** The main area contact is required to participate in the interview.
- c. During this process, shortlisted Respondents may be requested to update their proposal in line with any discussions that have occurred and present a "final" proposal based upon the updated proposal information.
- d. Upon completion of the interviews, the evaluation committee may make adjustments to the preliminary scores and re-rank the proposals. From the Respondents with which discussions are held, the evaluation committee intends to select, based upon the established criteria, the Respondent who is deemed to be the most highly qualified to provide the required services.

D. Notice of Selection

Subsequent to the proposal evaluations with Respondents, the City will notify all top-scoring and selected Respondent(s), and will post a “Notice of Selection” on the City’s website.

E. Negotiations

Subsequent to the issuance of the Notice of Selection and when projects become available, the City will begin negotiations with the top ranked Respondent(s) for each area to develop final acceptable scope and fee for the Design Professional Services Agreement.

During negotiations, top ranked Respondent may be required to submit:

1. Verification of the list of rates for key personnel listed in the proposal, after written notification of selection. The City may consider negotiating rates for a person or area that the Respondent did not include in the proposal. However, because the additional person or category might affect the Respondent’s score or take additional time that the evaluation committee does not have or does not want to spend, the City reserves the right to do any of the following, along with any other existing rights:
 - Assess how the new person or area might affect the Respondent’s score, including possibly rescoring its Proposal.
 - Refuse to add the new person or area.
 - Add the new person or area.

If the City determines that it will not accept a new person or area or hourly rate that the Respondent proposes for a particular person, the City will stop rate negotiations for that person or category. Respondents are cautioned that they should include all key team members and categories in their proposal. The City does not want to be in the position of assessing additional persons or categories during rate negotiations.

2. In the event that negotiations are not successful, the City reserves the right to enter into negotiations with the next highest scoring proposal Respondent, and so on.
3. Upon successful negotiations with the Respondent, City staff will present a recommendation to City Council to enter into an agreement with the selected Respondent.

F. Contract Authorization

Award of a Design Professional Services Agreement is subject to approval by City Council.

G. Evaluation Criteria

The technical evaluation will be based upon a determination by the City’s evaluation committee members as to how well each proposal meets the City’s requirements as presented in this RFQ.

1. Proposal Criteria Weighting

Statements of Qualifications will be evaluated by the evaluation committee on the criteria and the corresponding weight factors listed below:

	Maximum Points
A. Client References	(10)
B. Insurances and Requirements	(5)
C. Rate Structure, Reimbursable and Other Direct Costs	(15)
D. Personnel and Relevant Qualifications	(40)
G. Area Technical Response	(30)
Maximum Total Points	(100)

2. Proposal Scoring Scale

The following Scoring Scale will be used by the evaluation committee to establish a score for each category listed in the evaluation criteria.

.% OF POSSIBLE POINTS	INTERPRETATION	EXPLANATION FOR PERCENTAGE POINTS
0%	Not Responsive	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
10-30%	Minimally Responsive	Response minimally addresses the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
40-60%	Inadequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
70%	Adequate	Response adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable.
80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the Respondent's response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
90%	Excellent	Response fully addresses the requirements being scored with a high degree of confidence in the Firm's response or proposed solution. Respondent offers one or more enhancing features, methods or approaches exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the Respondent's response or proposed solution. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.

7. ATTACHMENTS

Exhibit "A": Sample Design Professional Services Agreement

Exhibit "A"

Sample Design Professional Services Agreement

PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a _____ (Insert state of incorporation) _____ (insert either "corporation" or "limited liability company"), ("Design Professional"), collectively, the City and the Design Professional 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 Design Professional represents that the Design Professional 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 Design Professional 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 Design Professional 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 on 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 Design Professional except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Design Professional 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 Design Professional 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 Design Professional 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 Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional'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 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Design Professional pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional 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 Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional 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 Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional 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 Design Professional 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. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including 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 (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.

- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.

- C. 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 to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.

- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional'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 Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional 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.

- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse 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.

- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the

nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.

- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

The Design Professional 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 Design Professional, their agents, representatives, employees, or subcontractors. The Design Professional 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) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Design Professional 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 a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Design Professional agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Design Professional 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 endorsement (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 and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Design Professional, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional 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, Design Professional 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 Design Professional'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.

- G. For any claims related to this Design Professional Services Agreement, the Design Professional's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Design Professional's insurance and shall not contribute with it.

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 Design Professional pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Design Professional, 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 Design Professional is required to have a valid Park City business license.

- C. The Design Professional 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 Design Professional shall register and participate in E-Verify, or an equivalent program. The Design Professional agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

- E. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional 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, Design Professional 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. Design Professional 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. Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 written consent of the City, as required by this paragraph, shall be deemed null and void.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper 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 Design Professional stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 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 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 Design Professional 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 Design Professional shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Professional shall promptly submit a termination claim to the City. If the Design Professional has any property in its possession belonging to the

City, the Design Professional will account for the same, and dispose of it in a manner directed by the City.

- B. If the Design Professional fails to perform in the manner called for in this Agreement, or if the Design Professional 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 Design Professional setting forth the manner in which the Design Professional is in default. The Design Professional 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 below. 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 the laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY 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.

- 22. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

- 23. ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation

445 Marsac Avenue

Post Office Box 1480

Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

DESIGN PROFESSIONAL NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

THE CITY REQUIRES THE DESIGN PROFESSIONAL TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

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 (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2020, at _____ (insert State and County here).

Printed name _____

Signature: _____