**Park City Municipal Corporation**

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

***PC MARC Expansion & Park City Sports Complex Master Plan***

NOTICE

REQUEST FOR PROPOSALS (NON-BID)

**PC MARC EXPANSION & PARK CITY SPORTS COMPLEX MASTER PLAN**

PROPOSALS DUE: Proposalsubmittals must be received **by Ken Fisher, Recreation Director, by** **3;00 p.m. on February 21, 2022 via e-mail to** **ken@parkcity.org****. Proposals must be less than 7 Megs to be received by email.**

PROJECT NAME: PC MARC Expansion & Park City Sports Complex Master Plan

RFP AVAILABLE: February 2, 2022. A copy of the RFP can be obtained electronically by emailing ken@parkcity.org.

PROJECT LOCATION: PC MARC: 1200 Little Kate Rd Park City, UT 84060

Park City Sports Complex: 425 Gilmore Way Park City, UT 84060

PROJECT DESCRIPTION: Park City Municipal Corporation (“PCMC”) is seeking qualified architectural firms or teams to prepare and complete a program, conceptual design and cost estimate for new indoor pickleball courts, fitness space, evaluation of two outdoor pools, spa, and building enclosure options to replace an existing tennis bubble at the existing Municipal Athletic Recreation Center (“PC MARC”), 1200 Little Kate Road, Park City, Utah. In addition, the firm would develop a master plan for a 16.32 acre parcel located at 425 Gilmore Way, Park City, Utah, that includes a 12 court outdoor pickleball facility with possible room for expansion, a parking lot, parking lot lighting, and recreational amenities. This would include conceptual design and cost estimates.

PROJECT DEADLINE: Ninety (90) days from award of contract

OWNER: Park City Municipal Corporation

 P.O. Box 1480

 Park City, UT 84060

CONTACT: Ken Fisher, Recreation Director

ken@parkcity.org

 fax: (435) 615-4908

**All questions shall be submitted in writing via email to** **ken@parkcity.org** **by 5:00 p.m. on Thursday, February 17, 2022.**

**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**

PCMC owns and operates the PC MARC which opened in 2011. PCMC is looking to expand the facility on the northeast side of the property to include indoor pickleball courts and expanded fitness space. The expansion would also include additional parking on the east end of the facility. The facility also has aging outdoor aquatics facilities that need to be evaluated along with a tennis bubble that covers three tennis courts.

PCMC owns and operates the Park City Sports Complex. The complex currently has an indoor ice arena and several multiuse playing fields. The facility has a 16.32 acre parcel that currently has a maintenance facility and undeveloped parking. The city is interested in developing an outdoor 12 court pickleball facility that could be expanded to 24 courts, other recreational amenities that may include a bike skills park that includes a pump track, parking and support facilities such as restrooms and shade.

1. **Scope of Project**
* Meet with Park City Recreation and city staff and a project steering committee composed of staff and community members.
* Develop recommendations and prioritizations of activities and spaces that would benefit the facility and community needs at the PC MARC and Park City Sports Complex. These recommendations should include national trends along with sizing and space allocations.
* For the PC MARC, develop quality conceptual graphic representations and renderings based on the programming recommendations. Show floor plan layouts and circulation patterns in relationship to existing facility spaces. Show exterior building elevations and massing that demonstrates building appearance.
	+ Develop conceptual design and programming for:
		- Indoor pickleball courts
		- Outdoor pickleball courts
		- Enclosing the tennis bubble courts with a structure other than a bubble
		- Any other programming for the efficient use of the expansion
	+ Perform an analysis of the existing outdoor aquatics facilities
		- Review, and assess each existing pool and spa and its associated equipment
		- Perform an analysis of the existing pools’ conditions. Comment on deficiencies relative to conditions, current codes, technologies and standards.
		- Provide written comments and/or findings regarding the existing conditions and code status of each pool system
* For the Park City Sports Complex, develop quality conceptual graphic representations and renderings based on the programming recommendations.
* Host two public input open houses to receive feedback on conceptual design and programming.
* Meet with Park City Planning Department and make certain that the conceptual design complies with City zoning and code standards. Ensure compliance with the Land Management Code.
* Develop an estimate of probable costs for all proposed improvements.

Present the final program and design to the Recreation Advisory Board and Park City Municipal City Council for their approval.

1. **Content of Proposal**

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to twenty-four (24) pages.

* The Consultant shall be a licensed architect in the State of Utah.
* Firm has demonstrated experience in recreation trends.
* Proposed key project team members’ experience in planning and design of public recreation projects.
* Provide references for five (5) similar projects for which the consultant has provided planning and design services. References are to include the name of the project contact along with their position, email and telephone number. Each reference is to include a description of the services provided and the consultant’s specific role.
* Demonstrate familiarity with the Park City MARC and working with the Park City Planning Department.

PCMC reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

**Price may not be the sole deciding factor.**

1. **Selection Process**

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

The selection process will proceed on the following schedule:

* 1. Proposals will be received by Ken Fisher, Recreation Manager, Park City Municipal Corporation by 3:00 p.m. on Wednesday, February 9, 2022, via email to: ken@parkcity.org
	2. A selection committee comprised of Recreation Advisory Board and/or City staff will review all submitted RFPs.
	3. It is anticipated that City Council will vote on the contract award on March 3, 2022.
	4. Proposals shall be good for a period of forty-five (45) days.

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| --- | --- |
| RFP Documents Available | Feb 2, 2022 |
| RFP Question Deadline | By 5:00 p.m. on Thursday, Feb 17, 2022 |
| RFP Submittal/Opening | By 3:00 p.m. on Monday, Feb 21, 2022  |
| Selection Committee Meets | February 22, 2022, to February 25, 2022 |
| Anticipated City Council Contract Award | March 17, 2022 |
| Notice to Proceed |  March 25, 2022 |
| Master Plan/Concept Phase - Completion | March 25, 2022 + 90 days |

PCMC reserves the right to change any dates or deadlines.

1. **Park City Municipal Standard Design Professional Service Agreement**
	1. The successful proposal will be required to enter into Park City’s standard Design Professional Services Agreement, in its current form, with the City. A draft of the agreement is attached to this RFP as **Exhibit “A”** and incorporated herein.
	2. **ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION’S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK’S CITY’S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY’S SOLE DISCRETION.**
	3. **The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with our insurance/indemnity provision counts against a bidder.**

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

1. **Information to be submitted**

To be considered, electronic copies of the proposal must be received by Ken Fisher at ken@parkcity.org by 3:00 p.m. on Monday, February 21, 2022.

1. **Preparation of Proposals**
	1. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
	2. 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.
2. **Proposal Information**
	1. Equal Opportunity. PCMC 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.
	2. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of PCMC and will not be returned to the offeror.
	3. Rejection of Proposals. PCMC 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. PCMC will provide respondents written notice of any cancellation and/or modification. Furthermore, PCMC shall have the right to waive any informality or technicality in proposals received when in the best interest of PCMC.
	4. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMCy, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to PCMC, or that may be deemed irresponsible or unreliable by PCMC. 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.
	5. PCMC’s policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
	6. 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.
3. **Reserved Rights**

The City reserves the rights to retain the services of the selected architectural firm to contract its services in the development of schematic design, design development, bid and construction documents, if once the program and conceptual design is complete, and PCMC is satisfied with the firm and its performance. The amendment to the contract will be subject to award by the Park City Council.

**Template Updated 08-21**

**EXHIBIT “A”**

**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.

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 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. Any Design Professional that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment­ related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy- related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

B. In the performance of this Agreement, Design Professional shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

1**2. 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**.

1. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
2. 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#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert State and County here).

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “A”**

SCOPE OF SERVICES

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK