



Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR

Feasibility Consultancy Services

for the development of centrally owned and significant City property into a vibrant community

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

Feasibility Consultant

PROPOSALS DUE:

By 5:00 p.m. on Monday November 14, 2022

PROJECT NAME:

Feasibility Study Re: Potential Bonanza Art and Culture District

RFP AVAILABLE: **Monday, October 24, 2022**

PROJECT LOCATION: 985 Iron Horse Dr, Park City, UT 84060

PROJECT DESCRIPTION (brief): Feasibility Study for the potential Bonanza Park Art and Culture District or Vibrant Mixed-Use Development located off Kearns Blvd between Bonanza Drive and Park Avenue

PROJECT DEADLINE: To be discussed based on availability and proposed timeline.

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

CONTACT: Jennifer K. McGrath, Deputy City Manager
jennifer.mcgrath@parkcity.org,

QUESTIONS: All questions regarding this solicitation must be submitted in Utah Public Procurement Place (U3P) by 5:00 p.m. on Monday, November 7, 2022. Please read the Questions section before submitting a question, as your issue may have already been addressed. Please allow time for an answer to be posted. Do not submit the same question multiple times.

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.

The RFPs purpose is to assess community sentiment and interest to create a desirable and self-sustaining community redevelopment project on City owned land. While the focus is specific to the feasibility of an arts and culture district, in coordination with the Kimball Art Center and Sundance Institute, it will be conducted in tandem and must coordinate closely with a related [Bonanza Park/Snow Creek Small Area Planning](#) process. Due to overlapping planning studies, we encourage RFP respondents to consider building a multi-disciplinary team and managing both initiatives.

Park City Municipal Corporation (“PCMC”), in coordination with the Kimball Art Center and the Sundance Institute, seek qualified professionals with direct industry experience working with residents and community stakeholders, arts and cultural organizations, and local governments to examine: (1) community, commercial, and creative assets most valued in a vibrant and local district; (2) community support for a mixed-use district that may include cultural assets, public spaces, community housing, and local support commercial; (3) the feasibility of creating a viable mixed-use art and cultural district; and (4) list of strategic recommendations on the appropriate asset mix and land uses to support a sustainable new district in Park City, including examples of private/public partnerships and governance structure in similar developments.

With COVID-19 manageable, we seek to reconvene a team of experts to reassess community sentiment, reconsider previous feasibility analysis, and reevaluate economic, development, and governance structure. The feasibility analysis is focused on the 5.5-acre City-owned property located in the Bonanza Park/Snow Creek neighborhood but must also consider adjacent local business districts and residential neighborhoods.

The professional services sought include direct public and stakeholder engagement, land use and economic feasibility analysis, practical recommendations for a community redevelopment path forward, and firm implementation/action plan reflective of community sentiment.

PCMC is open to a single consultancy team providing both the Feasibility Study and the [Bonanza Park/Snow Creek Small Area Planning](#). The two planning efforts will occur simultaneously and closely tied together given proximity, overlapping land use areas, similar stakeholders, and important small businesses and districts.

Goals:

The Feasibility Study will be community-driven to include residents, small businesses, adjacent property owners, creatives and creative organizations, and business districts on the potential composition of a locally focused redevelopment project.

Should community sentiment support a commitment to create an arts and cultural district, including permanent headquarters for the Kimball Art Center and Sundance Institute, the Feasibility Study will determine key project elements, land use decisions, ownership models, governance structures, and affordable live/work spaces community leaders can draw upon to define a strategic project plan.

Project Location: Bonanza Park, Park City Utah, described as parcel numbers PSA-46-A, PSA-46-RE-B, PSA-46-RE-C, PSA-46-RE-D, KBC-A, KBC-B, PCA-110-G-1, PCA-110-G-2-A, and PCA-110-G-3.

This process will:

Determine alignment with broader community goals

Develop a high-level project redevelopment and public infrastructure concept(s)

Combine and collaborate with adjacent neighborhood and area assets

Provide funding and financial recommendations, governance, and project development and construction concepts

The selected firm will collect data from the community including those living, working, and/or doing business within a 10-mile radius of Park City. The survey instrument is designed to assess the market demand for different types of community needs, as well as the demographics and households interested in space.

I. Project Description

PCMC, in coordination with the Kimball Art Center and the Sundance Institute, seek proposals to assess and determine community sentiment for a potential Arts & Culture District. Once accomplished, PCMC and its partners aim to examine the feasibility of such a District: additional public engagement; recommendations for a potential mix of land uses, community gathering spaces, desired density and type, viable financial models/structures, centralized transportation and parking infrastructure, and a development phasing plan to achieve a sustainable mixed-use project. In addition, we desire quality connections with surrounding neighborhoods and business districts, includes public roads, community pathways, and opportunities to centralize infrastructure and public services (public parking, plazas, parks, pathways, etc.).

PCMC desires an expert(s) to identify and assess the needs and interests of community members and essential stakeholders to create a viable financial model that adequately balances public and private responsibility. In addition to public engagement and economic analysis, the RFP seeks conceptual project development plans, programming recommendations, and a governance structure that relies on best practices from other jurisdictions. The work should result in a pragmatic community development blueprint, including detailed project phasing and/or implementation strategies, as well as a firm order of operations to achieve the strategy.

PCMC will run a Bonanza Park Small Area Plan planning process concurrently, and the Feasibility Study must be either managed by the same team or heavily coordinated.



Previously, PCMC and its partners engaged in extensive feasibility and construction analysis and participated in many design and architectural charrettes. Ultimately, we did not move forward due to COVID-19 uncertainty and escalating construction costs. The RFP is intended to build upon [previous efforts](#) yet accommodate a community rebalancing post COVID-19.

Arts and culture programs, services, and activities play an essential role in Park City’s social and economic well-being. Success relies on community support, responsive programming, financial stability, clear roles among the partners, and a quality mix of internal and external land use decisions. The consultant will obtain input project partners, community members, existing art and small business stakeholders, adjacent private property owners, the Park City Summit County Arts Council/Project ABC, Summit County officials, adjacent HOAs and business districts, and other non-profit and government/educational partners.

Other project priorities include centralized infrastructure, affordable housing, transit, parking, and walking and biking connectivity. The [2021 Park City Housing Needs Assessment](#) says that the City should anticipate demand for as many as 800 to 1,000 new affordable units over the next five years in order to maintain the City’s goal of housing 15% of the workforce in town. This study also demonstrates the workforce demand would be primarily for affordable rental housing.

These should be considered in the broader context of the entire District, Bonanza Park area, Prospector Square and Snow Creek development business and residential districts. The Feasibility Study should contemplate general design and year-round programming, flexible gathering spaces, and scalable transportation options to serve residents and visitors, yet promote an underlying focus on local utilization and access.

II. Site Information

Zoning & Existing Conditions

The current PCMC Land Management Code (“LMC”) identifies the zoning as [General Commercial](#) (“GC”) in the [Bonanza Park Neighborhood](#) (p. 24) of [the Park City General Plan](#). The proposed building and site improvements lay across several City-owned metes and bounds parcels. Prior to construction, the City’s LMC requires creation of one or more lots for future development and that all improvements meet the requirements of the LMC, unless otherwise noted. Developments with more than 10,000 square feet of commercial, retail, office, public, quasi-public, or mixed uses, and/or 20,000 square feet of residential use, require a [Master Planned Development](#) application and Planning Commission review. Master Planned Developments are subject to the City’s [Housing Resolution](#) which establishes affordable housing requirements for commercial and market-rate residential developments. Additionally, [Affordable Master Planned Developments](#), projects that qualify for additional height and reduced setbacks, open space, and parking, are allowed in the General Commercial zone when they contain at least 50% of the residential square footage as deed-restricted affordable units and meet the requirements of the LMC upon Planning Commission review and approval.

PCMC procured preliminary soil (geo-tech) and environmental information with [Phase I](#) and is seeking funding for Phase II.

III. Scope of Work

A. Phases of Work

Phase 1

Phase 1 is anticipated to take no more than two (2) months: (1) in coordination with PCMC, build core teams; (2) review existing feasibility, design, and pre-development documents; (3) organize stakeholder and community information to determine community sentiment for an arts and culture district; (4) educate stakeholders on other arts and culture developments, and responsible mixed-use community development; and (5) discuss centralized infrastructure, such as transportation, parking, and connectivity to adjacent areas and business districts.

Phase 2

Phase 2 should take three (3) to four (4) months, building upon the outcome of Phase 1, and include regular check-ins with stakeholders and the Project Team(s). This phase includes: (1) assess potential land uses, density, infrastructure needs (roadways, parking, active transportation/paths, public transit access, utilities (wet and dry), etc.), tenant mix concepts, and operational needs and responsibilities; (2) assess financially viable options for community

development, including funding strategies, grants, and public-private partnerships; and (3) a long-term operational management plan including appropriate roles and responsibilities.

Phase 3

Phase 3 should take three (3) to four (4) months to provide draft and final recommendations to stakeholders, the Project Team, and City Council. To ensure maximum transparency, the consultant must identify any recommendations not aligned with the LMC. Participation in public presentations include a workshop meeting with the Planning Commission, City Council, trade associations and business districts, and important stakeholders such as adjacent property owners, residents, and small businesses.

The above dates are preferred schedule goals. Alternate timeframes will be considered.

B. Scope of Services and Deliverables

1. Information Gathering and Public Outreach

Information gathering and outreach will include developing, facilitating, and identifying various effective outreach strategies. This phase must be executed to fit the unique characteristics of Park City. Public engagement includes identifying, coordinating, and implementing various tools and activities to gain clarity and community sentiment.

Meetings, workshops, surveys, images, data, graphics, narratives, project website/content development, and public presentations are expected public engagement and incorporated into a pre-approved work plan. The consultant will utilize appropriate methodologies for gathering information inclusively and equitably. Special attention should ensure the community understands various options for the site, and the pros and cons of different types of community development. We must understand community sentiment for the subject property and how that sentiment fits in with the future neighborhood. A project website must be maintained at all times to provide maximum transparency and predictability – schedules, presentations, surveys, and other materials.

2. Analysis and Option Development

The Analysis and Option Development phase includes generating and presenting information and analysis about mixed-use and/or arts and culture district developments, partnerships, and specifics regarding mix of land uses, connectivity, programming, parking strategies, and other components of a major development project. Specific attention to the financial viability of the proposed project options and the trade-offs is paramount.

3. Project Mix, Funding, and Programming Recommendations

The information gathered in the previous phases should enable stakeholders and community members to reach a consensus. The final work product will be a concise, comprehensive report with clear recommendations for the type of development, recommended mix of land uses, densities, parking and circulation plans, appropriate

funding mechanisms, programming, and ongoing operational and maintenance responsibilities. The consultant must identify financial and environmental sustainability over time.

The proposal shall outline an approach to the needs listed below and include an estimated range of total costs to perform the following work for all tasks. The City anticipates contracting with the selected consultant for all phases of work described below. Specific services provided by the Consultant Team include:

Phase 1

- Review existing documents regarding the previous Park City Arts and Culture District Study and the land use applicable to the site. See website.
- Build teams to support the project and organize and document Project Team meetings.
- Research successful mixed-use community development and arts and culture developments, nationally and internationally.
- Share case studies, best practices, and real-world examples as part of the community outreach and information-gathering phase.
- Gather and assess community input and participant interest in the future site, including as an arts and culture district, mixed-use neighborhood, and a hybrid version.
- Research opportunities to support owners/tenants/partners to reside in the district including, but not limited to, complimentary not-for-profits, small businesses, housing (including an emphasis on affordability), and programming and management to ensure long-term and year-round vibrancy.
- Facilitate community input meetings, surveys, and workshops, both virtual and in-person, to build and reach consensus.
- Coordinate stakeholders as necessary to define current and future roles and responsibilities to meet the objectives of achieving a successful development.

Deliverables:

- Written agendas and summary minutes of team meetings.
- Work Plan, including schedule showing all tasks, activities, and submittals.
- Presentations, research, and graphic materials.
- Project website content with accurate information coordinated with PCMC Communications and updated regularly.
- Presentations and reports outlining community feedback and desires.
- Statistical surveys and questionnaire responses.
- Facilitate conversations with relevant stakeholders and project team to identify challenges and determine the appropriate path forward to build consensus around a viable concept.

Phases 2 and 3

- Organize and document regular team meetings.
- Review submitted progress documents.
- Prepare for and participate in virtual and in-person scheduled presentations to the public and City Council (up to six presentations throughout Phase 2 and Phase 3 work).

- Coordinate the Project Team and others on changes and decisions different from those identified in Phase 1.
- Make physical development and ongoing management recommendations of short, medium, and long-term goals along with quantitative and qualitative measurements of success in achieving stated goals.
- Review and provide recommendations for a future mix of land uses, base infrastructure needs, densities, parking strategies, necessary or desired transit, and active transportation infrastructure, programming, and affordability mix that support financially and environmentally sustainable community development.
- Identify the preferred funding strategies (PPP, Long-term lease or sale, CRA, grants, etc.).

Deliverables:

- Written agendas and summary minutes of regular team meetings.
- Written review comments of progress documents.
- Presentation materials.
- Up-to-date project website coordinated with PCMC Comms liaison.
- Funding strategy documents.
- Final development and operations, funding strategies, and recommendations report. The final report must include: (1) summarization of community sentiment; (2) documentation and analysis of best practices and case study research; (2) assessment and review of existing plans and studies; and (3) identification of priorities, objectives, defined needs, and requirements, recommendations, funding strategies, and success metrics for the built program, land uses, and special event operations.
- Written review comments and recommendations for future infrastructure, outdoor spaces, roadways, transit, and public parking and pathways to inform a future district and community development implementation plan.

Schedule

The schedule to complete this project should not exceed ten (10) months.

IV. Funding

The compensation for this project shall not exceed a lump-sum fee of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** for all services outlined in this proposal. The consultant shall submit a separate email or envelop with their proposed cost for the item by task. Monthly invoices shall be submitted to the project manager for approval, detailing the work/services completed and percentage of work completed.

V. Content of Proposal

Proposals will be evaluated on the criteria listed below. The below required information, excluding cover page and required forms, shall not exceed twenty-five (25) pages.

Required Submittals

Proposals submitted must include:

- Firm Description

- List of Key Staff Assigned to Project and Project Team Organization
- Summary of Qualifications of Key Staff
- List/Description of Relevant Projects Completed by Firm/Key Staff
- Detailed Description of Project Approach, including the community engagement process, visioning process, innovative methods/approach proposed for the plan, and projected report format
- List of Five (5) References

Park City Municipal Corporation 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 designated as confidential by the applicant under Utah Code §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Price may not be the sole deciding factor.

Award of contract is subject to approval by City Council.

VI. Selection Process

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

Evaluation Criteria Weighting

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed.	15 percent
Experience and Success with Similar Projects	20 percent
Experience and Qualifications of the multi-disciplinary project team in visioning, community engagement, planning, multi-modal transportation planning, financial and functional feasibility, and developing a successful and implementable mixed-use development	30 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	20 percent
COST	
Proposed Fee Schedule	15 percent

The selection process will proceed on the following schedule:

- a. A pre-submission meeting will not be held. All questions regarding this solicitation must be submitted in Utah Public Procurement Place (U3P) by 5:00 p.m. by November 7, 2022.
- b. Proposals must be submitted through Utah Public Procurement Place (U3P) by 5:00 p.m. on Monday, November 14, 2022.
- c. A selection committee comprised of City staff and area representatives will review all submitted RFPs.
- d. Interviews for selected applicants are planned to be held the week of November 28, 2022.
- e. It is anticipated that City Council will vote on the contract award before the end of the calendar year.

VII. Park City Municipal Standard Service Provider/Professional Services Agreement

- f. The successful proposal will be required to enter into Park City's standard Service Provider/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.
- g. **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.**

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

VIII. Information to be submitted

To be considered, proposals must be submitted through Utah Public Procurement Place (U3P) **OR** be received at the Park City Planning Office, 445 Marsac Avenue, Park City, UT 84060, Attn: Jennifer K. McGrath, Deputy City Manager, by 5:00 p.m. on Monday, November 14, 2022.

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

IX. Preparation of Proposals

- h. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
- i. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

X. Proposal Information

- j. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and

selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

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

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

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

- n. Park City Municipal Corporation'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.

- o. 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.

EXHIBIT "A"

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

This Service Provider/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"), ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars (\$_____).

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act 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 Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "**Exhibit B,**" or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

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F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

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

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair

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competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the

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execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

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

A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

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

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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. Service Provider 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 Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period 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 Service Provider, 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 Service Provider 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 Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

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F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

G. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. For any claims related to this Agreement, the Service Provider'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 Service Provider'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 Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.

C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

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D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider 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 § 63G-12-302.

E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. **NONDISCRIMINATION.**

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

- A. 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, Service Provider 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.

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.

12. **ASSIGNMENTS/SUBCONTRACTING.**

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A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express 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 Service Provider 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.

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

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

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

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

16. TERMINATION.

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

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a

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notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties 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.

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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.

PARK CITY MUNICIPAL CORPORATION
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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.

PARK CITY MUNICIPAL CORPORATION
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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

PARK CITY MUNICIPAL CORPORATION
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SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

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

PARK CITY MUNICIPAL CORPORATION
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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

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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: _____

**PARK CITY MUNICIPAL CORPORATION
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EXHIBIT "A"

SCOPE OF SERVICES

**PARK CITY MUNICIPAL CORPORATION
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EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK