

REQUEST FOR PROPOSALS

CLARK RANCH – LAND SURVEYING AND CONSULTANT SERVICES

PARCELS SS-121-X AND PP-26-X

US-40 WEST FRONTAGE ROAD PARK CITY, UTAH

RELEASE DATE | November 30, 2022

SUBMISSION DEADLINE | January 6, 2023

NOTICE TO CONSULTANTS

REQUEST FOR PROPOSALS FOR CLARK RANCH – LAND SURVEYING AND CONSULTANT SERVICES

Clark Ranch Land Surveying and Consultant Services

PROPOSALS DUE: **By 3:00 p.m. on Friday, January 6, 2023**
Via e-mail to Browne Sebright, Housing Program Manager
at: browne.sebright@parkcity.org.

PROJECT NAME: Clark Ranch – Land Surveying and Consultant Services

RFP AVAILABLE: The RFP is available from Housing Program Manager Browne Sebright at: browne.sebright@parkcity.org. Any modifications or addendums including questions to the RFP will be made in a redlined form on the City website each week. Please check the RFP on the website each Friday.

PROJECT LOCATION: Parcel SS-121-X, US-40 West Frontage Road, Park City, Utah

OWNER/CONTACT: Browne Sebright
Housing Program Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

All questions shall be submitted in writing by 2:00 p.m. on Friday, December 9, 2022, to Browne Sebright at: browne.sebright@parkcity.org.

Park City Municipal Corporation (“PCMC” or the “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.

In the event of difficulty submitting electronically, proposals can be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted through the City Recorder should be received on a zip drive. No paper copies should be submitted.

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SECTION I - PROJECT INFORMATION

INTRODUCTION

Park City has community goals of developing 800 affordable units by 2026, and net-zero carbon and 100% renewable electricity by 2030. In an effort to further the housing goal, the City has identified public/private partnerships as a possible opportunity, as part of the [2021 Amendment](#) to the [2020 Housing Assessment and Plan](#).

Park City Municipal Corporation (“PCMC”) owns 344 acres of property known as Clark Ranch (“Property”), located along US-40 in the Quinn’s Junction area in proximity to Park City Heights, Utah Film Studios, Park City Hospital, and the National Ability Center, as described in **Exhibit A: Property Site Map** attached hereto and made a part hereof.

PCMC requests Statements of Proposals (“Responses”) from experienced land planning and entitlement companies (“Respondents”) interested in working with PCMC to determine the development feasibility and to provide entitlement services for a portion of the Property for affordable housing. PCMC is seeking responses from land surveying and planning companies licensed in the State of Utah to conduct this work. The work outlined in the RFP includes land development feasibility studies, calculation of permitting fees, and recommended zoning for affordable housing development on the site.

PCMC will partner in the Project by providing land specified in Exhibit A: Property Site Map and will provide existing studies, plans, and research related to the Property. The Respondents will be responsible for proposing detail and scope of applications for the development feasibility and the entitlement of the Property, as outlined below in Scope of Work.

SCOPE OF WORK

The project team selected by PCMC (“Project Team”) must be willing to complete the following to determine the development feasibility of Clark Ranch as part of the Project:

- Understand and report the developable feasibility of the land, such as max density and parameters analyzed in the following:
 - Analyze view corridors, vantage points, and ridgelines
 - Complete a steep slope analysis, pursuant to the City’s [Sensitive Land Overlay](#)
 - Complete an access analysis, including associated costs
 - Evaluate traffic and circulation for the development of the site
 - Complete a utilities and soils analysis, including associated costs
 - Evaluate the site for any historical structures or sites
 - Evaluate the site for mining hazards and environmental conditions
- Evaluate appropriate density for the site in accordance with the General Plan and consider potential [Community Transition](#) or [Residential Development](#) zoning districts, or other

recommended zoning for affordable housing development on the site with possible commercial uses

- Analyze the application of the Land Management Code to the land
- Evaluate the feasibility of an Affordable Master Planned Development or Master Planned Development on the site
- Present the concept plans and associated analysis to City Council for review and feedback

Deliverables:

- Agendas/summaries in monthly team meetings with the City
 - Work plan, including a schedule showing all submittals
 - Report on developable land feasibility and presentation to City Council
 - Map(s) depicting areas feasible for development, mining hazards, and environmental conditions
 - Financial breakdown of cost estimates associated with site access and utilities

SITE CHARACTERISTICS

The Property is located in an area known as Southeast Quinn’s Junction, which was annexed into Park City in 2022.¹ This area is located adjacent to the Quinn’s Junction neighborhood of Park City². Southeast Quinn’s Junction is located on the easternmost portion of the City, with portions of the property located on both sides of US-40. Access to the area is currently limited to the western US-40 frontage road which connects to Richardson Flat Road. The property is immediately south of the Park City Heights development, which may be a potential access point to the property.

The City purchased the Property on December 17, 2014, from the Florence J. Gillmor Estate, which at the time was located in unincorporated Summit County. Upon annexation, the City zoned it [Recreation and Open Space](#) (“ROS”) and [Sensitive Land Overlay](#) (“SLO”). Uses within the Recreation Open Space zone are limited to conservation, trails, horse and livestock grazing, recreation facilities, essential municipal public utilities, and mines and mine exploration. Residential development on the site requires rezoning.

While the Property is 344 acres in size, the scope of the study for this RFP is limited to the western portion of the property, totaling approximately 153 acres, with the primary focus to be concentrated in the northernmost 10-15 acres, as displayed in **Exhibit A**. In 2016, the Citizens Open Space Advisory Committee (“COSAC”) recommended to City Council parameters and values of the proposed preservation of the Clark Ranch properties.³ The Committee unanimously recommended that up to 10 acres, located in the northwest corner of the parcel adjacent to Park City Heights, be excluded from the proposed conservation easement for senior or affordable housing, and/or essential services such as a

¹ [Ordinance No. 2022-18](#)

² [Park City General Plan](#), p. 257

³ [Staff Report](#), p. 79

fire station. In a recent City Council work session, staff included exhibits including a [land analysis](#) and a [site survey](#) that depicts a 10.9-acre area of land for potential development on the Clark Ranch parcels.

WRITTEN AGREEMENTS REQUIRED

Service Provider/Professional Services Agreement. Upon completion of the selection process, the successful respondent will be required to enter into a written Design Professional Services Agreement with PCMC. A copy of the City's standard Design Professional Services Agreement is attached hereto as **Exhibit "B"** and incorporated herein.

The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with the City's insurance/indemnity provision) will count against a proposer. The responsibilities of the Developer shall be defined and detailed in that Agreement. Respondents to this RFP shall acknowledge their receipt and review of these terms in their proposals.

PROJECT MANAGER

For additional information concerning this Request for Proposals, as well as any issued addenda, interested parties may contact Browne Sebright, Housing Program Manager, via email only at browne.sebright@parkcity.org.

SECTION II - SUBMISSION REQUIREMENTS AND PROCEDURE

SUBMISSION REQUIREMENTS

As part of a response to this RFP, respondents shall provide the following information. Responses must address all items and clearly label all sections, graphics, and tables within the Response. PCMC has not set a specific page limit for Responses; however, there is an expectation to receive Responses that are thorough but concise.

1. Cover Letter (maximum of 1 page)

- a. Include a description of the legal entity with whom PCMC would contract. Present a brief understanding of PCMC needs based upon the information provided in the Scope of Work. Summarize qualifications most relevant to this project. Identify team and clearly indicate the single contact and authorized representative (principal-in-charge) of the Respondent with mailing address, telephone and fax numbers, and e-mail address. The representative shall certify that the information provided in response to this Request for Proposals is true and accurate.

2. Statement of Qualifications (Maximum of 4 pages)

- a. Each respondent must demonstrate in their submittal that they have the professional capabilities and the organizational and administrative experience needed to accomplish this

project. A concise presentation will be appreciated. The page count does not include index, dividers, or separation sheets that contain no information, or short-form resumes of team individuals.

- b. The Statement of Proposals should contain specific responses to the following requested items:
- i. **Statement of Approach of Team:** Describe the specialized experience and project approach of the team. Indicate the team leader and his/her specific role. Briefly discuss the approach to team management and organization. Describe the firm's approach to conceptual site planning for housing projects, cost estimation, and control.
 - ii. **Understanding of Work and Outline of Project Schedule:** Demonstrate knowledge of work to be performed. Provide an outline of the schedule noting the critical path items. If team believes there are potential challenges, those challenges should be noted along with potential solutions to address these challenges.
 - iii. **Firm/Team Qualifications and Experience in Park City:** Demonstrate professional experience in land surveying, consultation, and planning. An example of recent previous work is required as well as descriptions of the scope of work and management tasks provided by the firm or team. Demonstrate recent, relevant experience particularly in Park City.
 - iv. **Proposed Project Team Members:** Submit a written description of the team composition, disciplines, and the primary role of each firm or individual on the team indicating respective roles, responsibilities, and related experience and qualifications. Also include an organizational chart. The information must clearly indicate the team leader of the team for this project and the responsible party in each firm who will be providing the required professional experience. If a team approach is used, provide examples of projects completed by the team. If the 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.
 - v. **Individual Experience:** Provide a description of the background of the key members of the team and their specific participation in previous projects that would directly relate to the work to be done for this project. This may be done in descriptive text or in a short-form (one page or less) resume.
 - vi. **Quality Control:** Describe the ability to undertake and complete quality projects on time and within budget. Indicate the current workload and the capacity of the firm to undertake this project. Has the firm or individual engaged in litigation,

arbitration, or mediation as a result of design errors of omission? If yes, please explain.

- vii. **List of References:** List three (3) references with which the team or key members of the team have worked in the last five (5) years, for projects of similar size or scope, indicating projects done. Provide all contact information, such as an address, telephone number, fax number, and email address. Proposals that do not provide a completed section for references will not be considered further.

3. Supplemental Material (Maximum of 4 pages)

The Applicant can provide supplemental material to support the firm's selection for this process.

4. Work Plan

Provide a preliminary work plan identifying the tasks to be accomplished, the positions or individuals anticipated to execute each task, hours anticipated for each task, and proposed deliverables proposed schedule, management plan, and the timeline for completing the project. The exact scope, timeline, deliverables, and not-to-exceed total for services will be negotiated with the selected land surveying and consulting team prior to execution of the contract.

5. Development Interest and Approach

Briefly describe your interest in pursuing the Project.

6. 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. See section 8 of **Exhibit B** – Design Professional Services Agreement for more information.

7. **Design Professional Services Agreement Statement.** A copy of the City's standard Design Professional Services Agreement is attached hereto as **Exhibit B** and incorporated herein. Please include a statement indicating that you (1) accept the Agreement as is or (2) propose changes and specify.

8. **Fee Schedule.** Fees should be outlined with the proposed costs for the services including:
 - a. Not to exceed total to complete the services requested in the scope of work in Section II: Scope of Work.

- b. The fixed hourly rates are to show the persons who will be assigned, titles, and applicable rates. For example: John Smith, Architect I, \$75 per hour.
 - c. Any additional reimbursable expenses.
9. Award of contact is subject to City Council approval. Upon approval, PCMC will then contract with the selected proponent. Price may not be the sole deciding factor.
10. A Conflict of Interest statement or disclosure that complies with [Section 3](#) of the Park City Municipal Code.

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 INQUIRES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.

SUBMISSION PROCEDURE

Respondents shall submit an electronic copy of the Response in PDF format and send it via email to Browne Sebright at browne.sebright@parkcity.org. **In the event of difficulty submitting electronically, proposals can be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted through the City Recorder should be received on a zip drive. No paper copies should be submitted.**

Submissions lacking one or more of the required documents shall be considered incomplete and subject to disqualification from consideration by PCMC. All Responses, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned. It is the Respondents' sole responsibility to read and interpret this Request for Proposals and the written instructions contained herein. The first page of the Response shall:

1. State that Respondent "has read and understands this Request for Proposals and accepts the written instructions contained herein".
2. Include the signature of an officer or employee authorized to bind the Respondent contractually.
3. Provide the name, contact phone number, email address, and mailing address of the person to whom all correspondence should be sent regarding questions about the Response, requests for interviews, or notifications regarding potential selection. (This person will be responsible for disseminating information to you and your development team.)

Please submit Responses to the Request for Proposals to:

Browne Sebright, Housing Program Manager
Park City Municipal Corporation

445 Marsac Ave., P.O. Box 1480
Park City, Utah 84060
browne.sebright@parkcity.org

Responses are due by 3:00 p.m. on Friday, January 6, 2023. Responses to the Request for Proposals that are not received by PCMC by the time and date specified will be considered late and thus subject to disqualification from consideration by PCMC. PCMC reserves the right to reject any late, incomplete, or irregular submissions and reserves the right to waive any non-material irregularity in submissions.

SECTION III – SELECTION PROCESS AND CRITERIA

SELECTION PROCESS

PCMC will make every effort to ensure that all Responses are treated fairly and equally throughout the selection process. PCMC intends to follow the following selection process:

1. Identify a short-list of Respondents: PCMC will form a Selection Committee comprised of representatives from public and private stakeholders to review the submitted Responses and provide recommendations to PCMC. PCMC will take the Selection Committee's recommendations into consideration and identify a shortlist of Respondents.
2. Identify a first- and second-ranked Respondent: PCMC will notify the Respondents selected for the shortlist and may ask them to participate in an interview to discuss their qualifications in further detail. PCMC may select first-ranked and second-ranked Respondents.
3. Negotiations with first-ranked Respondent: The first-ranked Respondent will be given a defined period of time to negotiate and execute a Design Professional Services Agreement with PCMC. In the event that exclusive negotiations are conducted and an agreement is not reached, PCMC reserves the right to enter into negotiations with the next highest-ranked Respondent without the need to repeat the formal solicitation process.
4. If a contract satisfactory to PCMC can be negotiated at a fee considered fair and reasonable, the award shall be made to that Respondent. Otherwise, negotiations with the Respondent shall be formally terminated and the City will move on to the next Respondent.
5. Park City Municipal'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. PCMC reserves the right to complete the selection process without proceeding to an interview process and may choose to select based on the information supplied in the Statement of Qualifications. PCMC reserves the right to select the respondent(s) whose qualifications, in the City's sole judgment, best meet the needs of the City. Award of contract is subject to approval by the City Council of Park City.
7. Final selection and subsequent agreements are subject to approval by the City Council in a public meeting.

SELECTION CRITERIA

The following is a guide to the criteria that will be used in evaluating development teams:

CRITERIA	Weighting
Quality and completeness of information submitted in response to this RFP	10 percent
QUALIFICATIONS	
Understanding of work to be completed.	10 percent
Qualifications/expertise of team	15 percent
Expertise in following land use planning, land surveying, and entitlement processes.	15 percent
Evaluation of past projects and experience in Park City, Summit County, or similar communities.	20 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	5 percent
Capacity to undertake and complete the Project in a timely manner.	5 percent
COST	
Proposed Fee Schedule	20 percent

TENTATIVE SCHEDULE OF THE SELECTION PROCESS

1. Responses to the RFP deadline: January 6, 2023
2. Interview for Selected Applicants: Week of January 16, 2023 (if necessary)
3. Selection of Firm: Week of January 23, 2023
4. Finalize and Award Contract: February 2, 2023
5. Notice to Proceed: Week of February 6, 2023
6. Project Completion: Spring, 2023

SECTION IV – MISCELLANEOUS

All questions shall be submitted in writing no later than 2:00 p.m. on Friday, December 9, 2022, to: browne.sebright@parkcity.org. Final modification or addenda will be made on the website by **5:00 p.m. on Friday, December 16, 2022.**

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. All proposals shall remain valid for ninety (90) days from submission. PCMC reserves the right to change any dates or deadlines.

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 RFP. PCMC will provide respondents with 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. If there is a conflict between the written and numerical amount, the written amount shall supersede

PCMC reserves the right to change any dates or deadlines.

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.

SECTION V – PCMC AND CITY NON-LIABILITY & RELATED MATTERS

1. No Representation or Warranties - All facts and opinions stated herein, any additional data including, but not limited to statistical and economic data and projections, are based on available information, and no representation or warranty is made with respect thereto by the Housing Authority or PCMC.
2. PCMC Discretion, Non-Liability, Waivers, and Hold Harmless – Respondents acknowledge by submitting information and Responses to PCMC that PCMC does not undertake and shall have no liability with respect to the development program, the RFP, and responses thereto or with respect to any matters related to any submission by a Respondent. By submitting a Response to the RFP, the Respondent releases PCMC and the City from all liability with respect to the development program, the RFP, and all matters related thereto, covenants not to sue regarding such matters, and agrees to hold PCMC harmless from any claims made by the Respondent or anyone claiming by, through, or under the Respondent in connection therewith.

SECTION VI – EXHIBITS

Exhibit A: Property Site Map

Exhibit B: Park City Municipal Corporation Design Professional Services Agreement

EXHIBIT A

PROPERTY SITE MAP

Clark Ranch Parcels

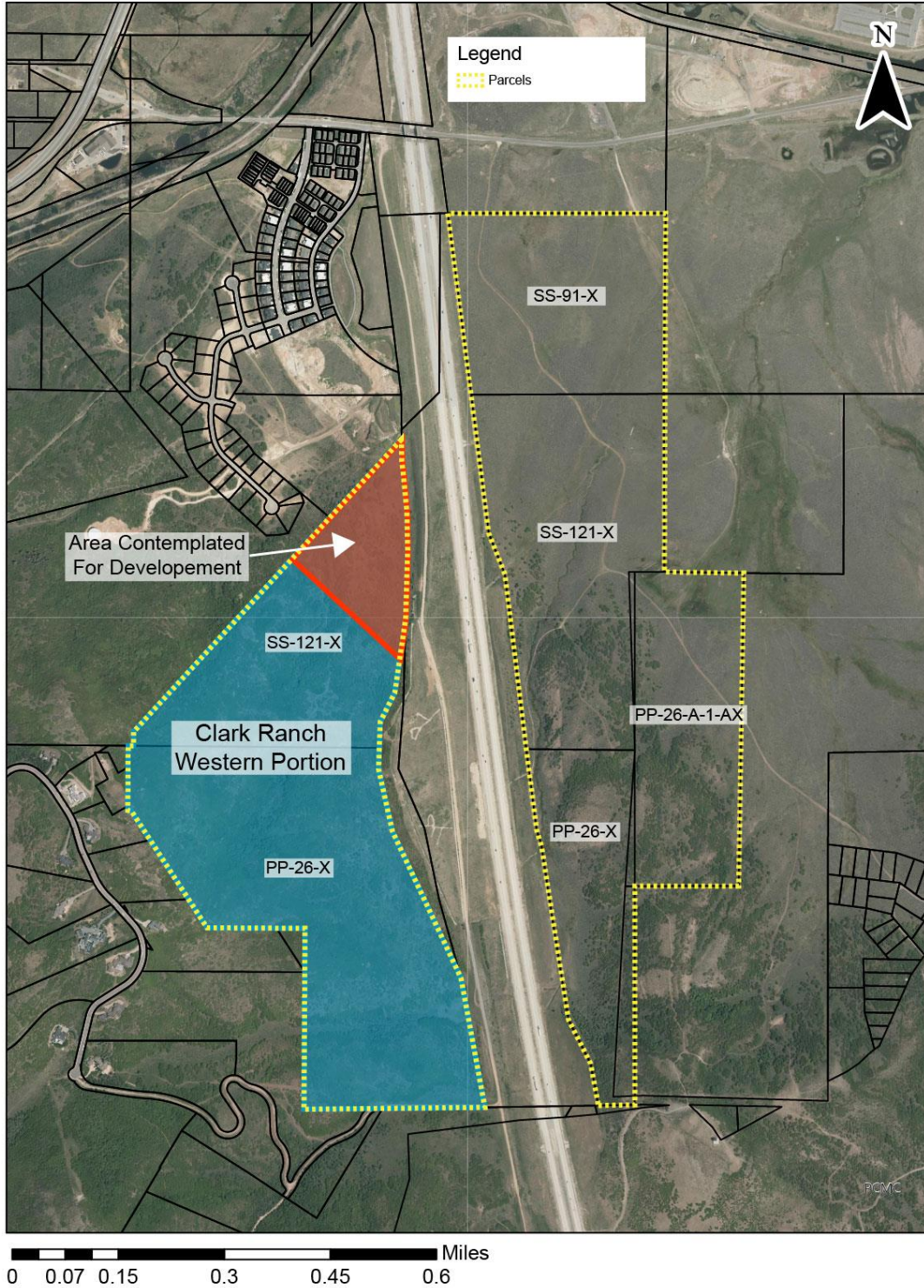


EXHIBIT B

**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.
- 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.

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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

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statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of 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.

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6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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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.

- 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.

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- 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.
- 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

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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.
- 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.

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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.
- 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.

12. ASSIGNMENTS/SUBCONTRACTING.

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

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- 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.
- 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.

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- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

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

17. NOTICE.

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

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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.

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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.

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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

DRAFT

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

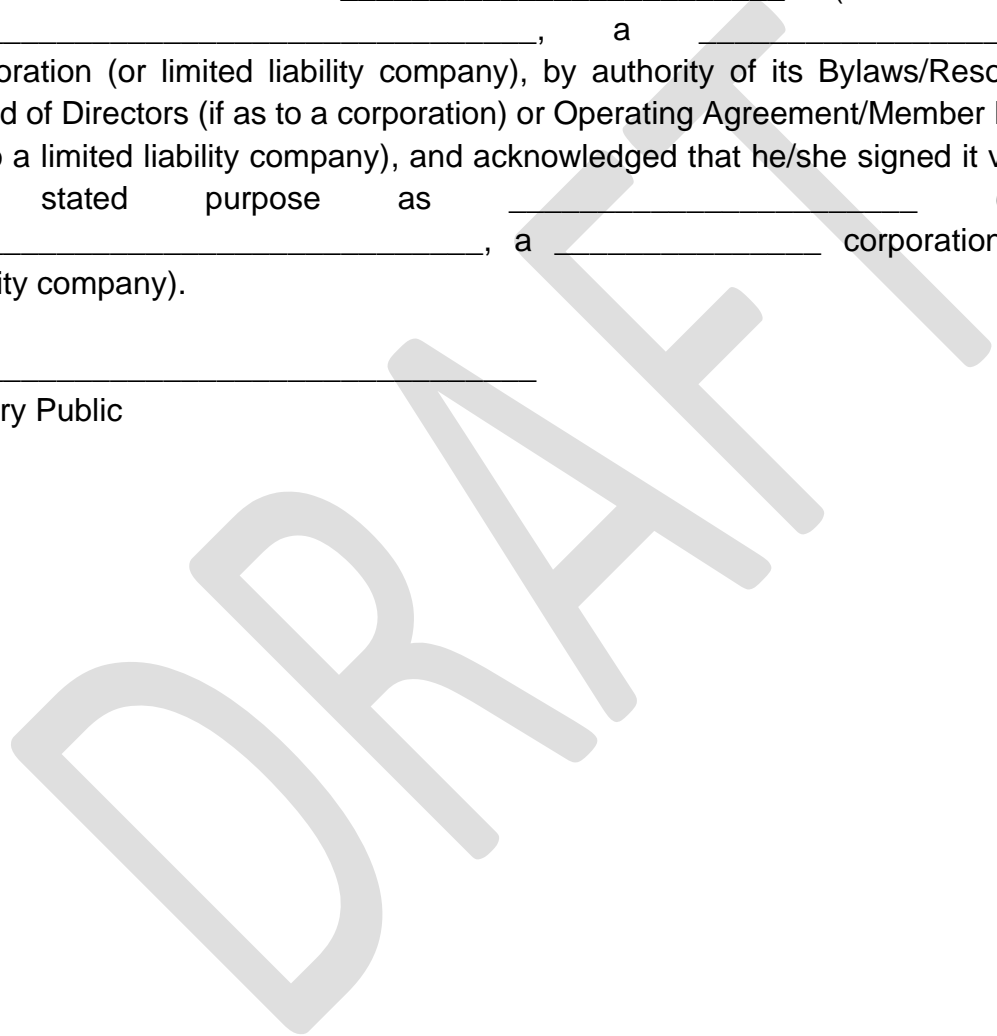
Title

THE CITY REQUIRES THE SERVICE PROVIDER 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: _____

DRAFT

EXHIBIT “A”

SCOPE OF SERVICES

DRAFT

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

DRAFT