



**Park City Municipal Corporation**

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

***Land Management Code Amendment Consultant Services***

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

**LAND MANAGEMENT CODE AMENDMENT CONSULTANT SERVICES**

- PROPOSALS DUE:** By 5:00 p.m. MST on Friday, March 10, 2023, through Utah Public Procurement Place (“UP3”)
- PROJECT NAME:** Land Management Code Amendment Consultant Services
- RFP AVAILABLE:** 11:00 a.m. MST on February 15, 2023
- PROJECT DESCRIPTION:** Consultant services for 2023 amendments to the Park City Land Management Code prioritized by the Park City Planning Commission
- PROJECT DEADLINE:** November 20, 2023
- PROJECT MANAGER:** Rebecca Ward, Assistant Planning Director  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060
- CONTACT:** [rebecca.ward@parkcity.org](mailto:rebecca.ward@parkcity.org)
- QUESTIONS:** **All questions regarding this RFP must be submitted in Utah Public Procurement Place (U3P) no later than March 3, 2023, 5:00 PM Mountain Time.** Please read the Questions Section available through U3P before submitting a question because your question may have already been addressed. Please 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.**

## **I. INTRODUCTION**

Long before Park City became a world-class mountain resort town and venue for the 2002 Olympic Winter Games, it was famous for its silver mining. The area boasts a lively and colorful past. Founded by prospectors in the late 1860s, silver was mined here until the early 1970s. The mining company, Park City Consolidated Mines, entered the ski business in 1963, when they built the first lifts on what was then called Treasure Mountain.

Park City is now home to two world-class ski resorts, Deer Valley and Park City Mountain, and draws visitors from across the globe year-round. Home to roughly 8,500 full-time residents, Park City hosts a wide range of annual events, is a playground for outdoor enthusiasts, and offers a multitude of cultural experiences ranging from live music to local restaurants.

To retain the great quality of life in this mountain resort town, Park City Municipal Corporation (“PCMC” or the “City”) set ambitious goals, including the construction of 800 affordable units by 2026, the creation of a community that is net-zero carbon and running on 100% renewable electricity by 2030, and advancing programs, projects, and policies that help mitigate impacts and improve and provide more viable alternatives to driving a car. To implement land use regulations that help achieve these goals, PCMC seeks proposals from highly qualified and experienced consultants to implement amendments to the Land Management Code as outlined in this Request for Proposals (“RFP”).

## **II. SCOPE OF PROJECT**

### **Park City Land Management Code**

PCMC’s [Land Management Code](#) (Title 15 of the Municipal Code of Park City) was first adopted in 1968 and has been consistently revised over the years, with the most comprehensive revision of the code in 2000. PCMC is preparing to initiate an update to the [2014 Park City General Plan](#) in the spring of this year, which will likely result in a comprehensive revision of the Land Management Code. However, while the 2014 Park City General Plan is updated, the PCMC Planning Commission has identified acute Land Management Code amendments to implement strategies outlined in [the 2014 Park City General Plan](#) and [Park City Vision 2020](#) and to help facilitate PCMC’s ambitious goals, including the construction of 800 affordable units by 2026, the creation of a community that is net-zero carbon and running on 100% renewable electricity by 2030, and improved viable alternatives to driving a car through increased transit, active transportation, and other options that reduce single-occupant vehicles and vehicle miles traveled.

### **Land Management Code Amendments Prioritized for Adoption in 2023**

The PCMC Planning Commission prioritized the following amendments to the Land Management Code to be completed in 2023:

- **Incentivizing Affordable Housing Development**
  - Evaluating zoning changes consistent with statewide goals and [the City’s 2022 Moderate Income Housing Plan Goal 2](#) to explore rezoning where appropriate to incentivize
  - Evaluating incentives for construction of affordable units ranging from triplexes to 20,000 square feet
  - Aligning affordable housing development and transit plans with a potential overlay for those areas designated for Bus Rapid Transit stops
  
- **Updating Sustainability Requirements**
  - Establishing comprehensive and innovative standards that help achieve PCMC’s sustainability goals for development consistent with state law enabling/limitations in the Utah Municipal Land Use, Development, and Management Act (Utah Code [Section 10-9a-101](#) et seq.) and adopted state building/electrical codes
  
- **Incentivizing Multi-Modal Transportation**
  - Creating consistent transportation demand management requirements
  - Improving transit, trail, and active transportation connectivity
  - Evaluate transit improvement requirements for developments
  
- **Clarifying Historic District Regulations**
  - Evaluating lot combination criteria
  - Recommending revisions to parking and driveway standards

**Desired Outcome**

- Adoption of Land Management Code amendments outlined in this RFP that are clear, consistent, and forward-thinking based on demonstrable best practices that are legally sound and compliant with the [Utah Code](#)

**Relevant Park City Municipal Corporation Plans Available for Review**

[2014 Park City General Plan](#)

[2016 Transportation and Demand Management Plan](#)

[2016 Short Range Transit Development Plan](#)

[Park City Vision 2020](#)

[2021 Strategic Action Plan for Building Decarbonization in Park City and Summit County](#)

[2021 Housing Needs Assessment](#)

### III. PROJECT SCOPE AND DELIVERABLES

**Project Management** – Effectively communicate with and collaborate with PCMC staff and successfully oversee the project to ensure timely completion of tasks within budget.

**Initial Report** – Review and analyze the Land Management Code, complete an initial report assessing existing Land Management Code obstacles to and opportunities for achieving the amendments and desired outcome outlined in Section II.

**Proposed Schedule** – Amendments outlined in Section II may be completed in any order that is efficient and achieves successful and timely completion of the project. Propose a schedule that is iterative and allows for ongoing assessment and refinement for successful implementation of the identified Land Management Code amendments by November 20, 2023.

**Internal Team** – Participate in weekly internal meetings with designated PCMC staff to discuss overall progress on proposed schedule and project tasks.

**Advisory Groups** – Participate in regular meetings with three (3) advisory groups that include relevant PCMC staff, Planning Commission liaisons, and community stakeholders focused on (1) affordable housing, (2) sustainability, and (3) transportation and transit.

**Develop Recommended Amendments** – Produce a report for each recommended Land Management Code amendment, complete redlines, and draft an ordinance for adoption. Reports must include examples of best practices and examples of successful implementation and results in similar mountain resort towns or other like communities. Proposed amendments must be clear, consistent, and forward-thinking based on demonstrable best practices that are legally sound and compliant with the [Utah Code](#).

**Public Engagement** – Develop an engagement plan and schedule for effective public engagement and public notice to gather input on proposed amendments and to encourage participation in open houses, surveys, work sessions, and other recommended engagement opportunities. Create, maintain, and update a webpage on the [Park City Planning Department website](#) that provides clear and concise summaries of proposed amendments with illustrations, graphics, and maps as appropriate. Collaborate and coordinate with the PCMC Communications Team to effectively reach community members.

**Work Sessions** – Present proposed amendments to the PCMC Planning Commission and conduct at least one (1) work session for each proposed amendment.

**Public Hearings** – Present proposed amendments to the PCMC Planning Commission and City Council for at least one (1) public hearing for each proposed amendment.

**Revisions** – Implement revisions as directed by the PCMC Planning Commission or City Council.

PCMC staff will assist the consultant with requested information and be active participants through the project.

#### **IV. CONTENT OF PROPOSAL**

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to twelve (12) pages and presented in the order below:

**Letter of Introduction** – Provide a brief history and overview of your consulting firm and how your firm proposes to fulfill the needs of PCMC and the project outlined in this RFP. Include a statement of interest, identify the proposed project manager and main point of contact, and provide a consulting firm phone number, e-mail address, and website address.

**Proposed Scope of Work and Timeline for Project Completion** – Outline approach to successfully completing the tasks described in Section III, explain technical and innovative approaches to completing the project, and describe project deliverables consistent with this RFP and the proposed timeline for project completion.

**Key Personnel** – Include a current resume of each member of your consulting firm that will be assigned to this project, identify the tasks each member is proposed to complete, and identify subconsultants if proposed.

**Completion of Similar Contracts** – Provide a list of at least three (3) projects of similar scope and budget completed by the consulting firm. Include the lead person and references for each project and outline past performance in terms of cost control, quality of work, and compliance with project schedules.

**References** – Provide a minimum of three (3) municipal client references, a summary of services provided, and a contact name and phone number for each reference.

**Fee** – Outline the total project fee and hourly rates for each employee who may work on the project and describe how the consulting firm will coordinate and communicate with PCMC staff regarding management of the budget.

**Legal Proceedings, if any** – List all legal proceedings against your consulting firm, employees, or subcontractors of your firm, and a summary of the disposition of each such proceeding for the last five (5) years.

**Conflicts** – Disclose any potential conflicts of interest.

PCMC reserves the right to reject any and all proposals for any reason. **Proposals lacking required information will not be considered.** All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to 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.**

## **V. SELECTION PROCESS**

Proposals will be evaluated on the factors listed in Section IV, CONTENT OF PROPOSAL, based on the criteria below:

<b>CRITERIA</b>	
Responsiveness to the Requirements of this RFP	5%
Understanding of Work to be Completed	10%
Qualifications and Experience of Key Personnel	20%
Demonstration of Successful Implementation of Similar Projects	20%
Efficient, Realistic, and Timely Proposed Schedule	20%
Technical and Innovative Approach to Developing Recommended Amendments	10%
Effective and Creative Public Engagement Plan and Schedule	15%
<b>TOTAL</b>	<b>100%</b>

### **Tentative Selection Process Schedule**

The selection process will proceed according to the following schedule:

- a. A remote pre-submission meeting will be held on March 3, 2023, at 9:00 a.m. MST. Participation in the pre-submission meeting is optional. To participate in the remote pre-submission meeting, contact [rebecca.ward@parkcity.org](mailto:rebecca.ward@parkcity.org) or call 385-290-0789 by March 2, 2023, at 5:00 p.m. MST.
- b. Proposals must be submitted through UP3 by 5:00 p.m. MST on Friday, March 10, 2023. If an electronic submittal is not possible, respondents may submit a zip drive to the City

Recorder at 445 Marsac Avenue, Third Floor – Executive Department, Park City, Utah 84060, by 5:00 p.m. MST on Friday, March 10, 2023. Paper copies will not be accepted.

- c. A selection committee comprised of Planning, Housing, Sustainability, Transportation, and Engineering City staff, as well as two (2) Planning Commission liaisons, will review all submitted RFPs.
- d. It is anticipated that City Council will vote on the contract award on March 23, 2023.

## **VI. PARK CITY MUNICIPAL STANDARD SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

- a. The successful proposer 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.
- b. **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.**
- c. Any service provider who contracts with Park City is required to have a valid Park City business license if located at an address with an 84060 zip code.

## **VII. PREPARATION OF PROPOSALS**

- a. **Failure to Read** – Failure to read the RFP and these instructions will be at the offeror’s own risk.
- b. **Cost of Developing Proposals** – All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

## **VII. PROPOSAL INFORMATION**

- a. **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.
- b. **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.



- c. **Rejection of Proposals** – PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this RFP. 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.
- d. 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.
- e. PCMC's policy is, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- f. 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.
- 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

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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 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

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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 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.

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- 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.

- 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

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(\$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 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

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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.**

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.



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- 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.
- 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

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to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

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

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

### **16. TERMINATION.**

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

### **17. NOTICE.**

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

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

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

### **19. JURISDICTION AND VENUE.**

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

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

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

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

### **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.

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

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

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

**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.**

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

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

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

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



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

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  
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT "A"**

SCOPE OF SERVICES

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

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK