

Park City Municipal Corporation

**REQUEST FOR PROPOSALS FOR
DESIGN AND ENGINEERING**

**HISTORIC PARK CITY INFRASTRUCTURE
IMPROVEMENTS
CONCEPT DESIGN AND PRELIMINARY DESIGN**

NOTICE TO CONSULTING TEAMS

**REQUEST FOR PROPOSALS FOR
DESIGN AND ENGINEERING**

**HISTORIC PARK CITY INFRASTRUCTURE IMPROVEMENTS
CONCEPT DESIGN AND PRELIMINARY DESIGN**

PROPOSALS DUE: 4:00 p.m., December 7, 2011
City Hall, Park City Sustainability Office, 445 Marsac
Avenue, Park City, Utah 84060; to Jonathan
Weidenhamer, Economic Development Manager

PROJECT NAME: Historic Park City Infrastructure Improvements - Concept and
Preliminary Design

RFP AVAILABLE: online at www.parkcity.org/DoingBusiness/CurrentRFPs. A pre-
submission meeting will not be held for this project. Any modifications or addendums to
the RFP will be made in redlined form on the website each week. Please check the RFP
on the website each Friday.

PROJECT LOCATION: Historic Park City - Main Street, Park City, Utah

OWNER/CONTACT: Jonathan Weidenhamer
Economic Development Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

All questions shall be submitted in writing no later than 2 PM, December 1, 2011
to jweidenhamer@parkcity.org.

**Park City reserves the right to reject any or all proposals received. 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

It is the objective to promote Historic Park City as a fun, friendly and vibrant destination. Smart infrastructure, that supports both vehicular and pedestrian traffic, is essential to fostering an alluring and navigable environment. Historic Park City should encourage visitors to linger, circulate and explore the offerings throughout the District.

The Historic Park City Alliance (HPCA) is an independent association of business owners in Park City's Nationally Registered Historic District (<http://www.historicparkcityutah.com/>). The HPCA Improvement Plan, completed by the IBI Group for Park City Municipal and the HPCA outlines proposed streetscape and public space improvements. The Plan was adopted as a starting point by the City Council in July 2011. PCMC and HPCA are seeking a consulting team to move forward with schematic and design development of the elements defined within the report. The goals of the effort are to:

- 1) Gather public input and support;
- 2) Refine project scope;
- 3) Prepare maintenance and operations assessment of existing streetscape conditions; 4) further define streetscape design and standards and public plaza improvements,
- 4) Establish construction budgets based on Preliminary Design Report to approximately 30% drawings;
- 5) Prioritize recommended projects;
- 6) Prepare a phasing strategy for implementation; and
- 7) Incorporate final recommendation into the City's spring 2012 budget process.

The Plan is available at:

http://www.historicparkcityutah.com/resources/docs/11_07_20_Historic_Park_City_Improvement_Plan.pdf

II. Scope of Project

A multi-discipline design consulting team (Team) is required for services described below. The Team should include landscape architecture, urban design, land planning, architecture, structural engineering, mechanical engineering, electrical engineering and civil engineering. The Team should include a member with demonstrated success in

creating successful public spaces in a resort community or otherwise provide access to an industry accepted “place expert” to complement the team.

The Team is expected to coordinate regular meetings with a Working Committee to create concept ideas, and schematic through design development drawings with preliminary cost estimates that can be ranked and prioritized for the City’s annual budget process that begins in March and is finalized in June 2012. The working committee will include representatives from the HPCA and City, including Economic Development, Planning, Engineering and Public Works. The deliverables will include:

- Prepare maintenance and operations assessment of existing streetscape conditions. Goal is to define critical need items which may be in need of repair, capital costs to do so as well as ongoing operational costs; additionally the Team should identify any “low hanging fruit” where big returns can be accomplished for little investment;
- Uses & Attractions (Plazas) - Create two additional concept designs for the brew pub parking lot and one additional concept design for Miners Park and Coalition Park. Initial concept ideas were presented in the Historic Park City Improvement Plan as a basis for future design options. The goal is to refine and modify as required based on public input to create a final concept layout, initial capital and ongoing operational and maintenance costs. Plazas should include complementary uses, attractions and amenities needed to create “place”;
- Streetscape & Pedestrian Enhancements – Identify recommended treatments and furnishings. Prepare comprehensive plan and cost estimates (including Swede Alley and Park Avenue through 9th Street). Design elements will include:
 - Curb and sidewalk replacement & finish treatments (pavers, colored concrete, etc.)
 - Assessment of existing bulb out areas and consideration of additional bulb outs to improve pedestrian safety and vehicular conflict.
 - Street , pedestrian and specialty lighting
 - Parking meters
 - Furnishings (benches, trash/recycling receptacles, bike racks, miscellaneous)
 - Banners and signage (signage limited to inclusion of street related regulatory, informational or interpretive signs)
 - Public art (goal to maintain, enhance and grow current collection in the area)
 - Information kiosks
 - Coordinated with potential/future area infrastructure projects such as utility or paving projects.
- Facilitate public input to establish final projects and program for streetscape improvements and plaza areas. This should be limited to two (2) events which may include public open house, neighborhood meeting or other agency/ interest groups;
- Present preliminary recommendations to HPCA Board;

- Present preliminary recommendations to City Council. Elicit direction to move into Preliminary Design Development Drawings (approximately 30%) with the goal of refined cost estimates and to verify that fatal flaws do not exist;
- Establish with input from City and HPCA staff triple bottom line scoring/ ranking to prioritize projects by balancing communities stated economic, environmental, and community & social equity goals.
- Provide final recommendations and cost estimates for inclusion in City's budget process – categorized by available funding mechanisms.

III. Funding

The funding for the total project including construction will be provided from the Main Street RDA has been approved for the Fiscal year 2011/2012. It includes a range of \$275,000 - \$375,000 in the budget for this project. The final design budget for this RFP will be negotiated with the preferred Team based on final scope.

IV. Content of Proposal

Proposals shall be limited to 15 pages with a one page cover letter (cover letter does not count toward the 15 page limit). Resumes and supportive information may be included in an Appendix.

- Description of team proposed outlining individuals identified to perform the work and specific roles.
- Experience with streetscape improvements and plaza design & demonstrated ability or expertise in defining or creating place
- Experience in a destination resort community
 - Describe team approach to perform the scope outlined
 - Other factors deemed relevant by the selection committee.

A fee proposal shall also be submitted. The fee proposal shall include a fee schedule including hours and costs for each task and each team member, an estimate of direct expenses and billing rates for each team member.

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

V. Selection Process

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

The selection process will proceed on the following schedule:
The selection process will proceed on the following schedule:

- Proposals will be received by Jonathan Weidenhamer at Park City Hall prior to **4:00 p.m. on December 7, 2011**, at the Park City Sustainability Office, 445 Marsac Avenue, Park City, Utah 84060.
- A selection committee made up of Park City Municipal Corporation staff and select members of the Historic Park City Alliance's Infrastructure Committee will review the submitted Statements of Qualifications/Proposals and select a proposer. The selection committee is anticipated to meet the week of **December 11, 2011**. A short list interview may be required if two or three proposers are closely ranked. If short list interviews are required, they would occur during the week of **December 18, 2011**. **Price will not be the sole deciding factor.**
- Park City will negotiate a final scope and fee with the top ranked proposer and recommend to City Council for final approval and contract. Award of the contract is subject to approval by City Council.
- Anticipate presenting recommendation to City Council to enter into an agreement with selected firm on January 12, 2012 or sooner.
- Finalize Agreement no later than **January 18, 2012**.

VI. Deliverables/Tentative Schedule

Existing Conditions Assessment, Maintenance Plan, & ID low hanging fruit

Complete - 02/10/12

Concept Design Alternatives, Preliminary Streetscape designs

Complete - 02/24/12

Public Input/Programming

Complete - 02/22/12

City Council Direction

Complete - 03/12/12

Prelim. Design Drawings/Cost Estimates/Phasing Plan/Recommendations

Complete - 04/01/12

Park City Municipal and HPCA expect to hold weekly meetings with the Team.

VII. Park City Municipal Standard Service Provider Agreement

The successful proposal will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

VIII. Information to be submitted

To be considered, one (1) copy of the Proposal shall be submitted on a compact disc (CD). The proposal with an hourly rate schedule for team members shall be submitted on the CD as a separate document. The CD must be received at the Park City Sustainability Office, 445 Marsac Avenue, Park City, UT 84060 no later than **December 7, 2011, at 4:00 p.m.** Proposals faxed or e-mailed will not be accepted. Additionally, the use of a FTP site to download the Proposal will not be considered responsive.

VIII. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal 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.

IX. 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. Park City's policy, subject to federal, state and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

B. Procurement Policy. It is Park City Municipal Corporation's policy, subject to Federal and 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. Local proposals that are within 5% of the low proposal will be extended the opportunity to meet the low proposal. If they do so within 48 hours, they will enter negotiations first.

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

D. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible

or unreliable by the City. 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.

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

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and _____, a Utah corporation (“Service Provider”).

WITNESSETH:

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

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 “Addendum A” and incorporated herein (the “Project”). The total fee for the Project shall not exceed _____ Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and 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 "Addendum 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 his 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.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent,

employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under

this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. **INSURANCE.**

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) 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 limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed 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. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- F. 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.

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.

- 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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. 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 equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on

the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The 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.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property 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 equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

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. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. 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.

18. 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.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in

connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. 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 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.

22. SEVERABILITY.

- 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.

23. 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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this 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

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Thomas B. Bakaly, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

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 _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

ADDENDUM "A"

SCOPE OF SERVICES

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK