



Park City Municipal Corporation

Woodside Park Housing Phase 2 & 1875 Homestake Housing Project

Request for Proposals Architectural Services

Submittal deadline: By 4:00 p.m. on Thursday, October 5, 2017

Park City Municipal Corporation
Community Development Office

445 Marsac Avenue

P.O. Box 1480

Park City, UT 84060

(435) 615-5177

Staff contact: Jason Glidden

Email: jglidden@parkcity.org

RFP Website: <http://www.parkcity.org>

**NOTICE OF REQUEST FOR PROPOSALS FOR ARCHITECTURAL
CONSULTANT SERVICES**

Park City Municipal Corporation (PCMC) is seeking the services of a qualified design team to prepare design, engineering, and construction drawings for the following project:

Woodside Park Housing – Phase 2 & 1875 Homestake Housing Project

RFP AVAILABLE:

A copy of the RFP can be obtained electronically by emailing jglidden@parkcity.org. Any modifications or addendums will be made in redlined form on the website on Thursday, September 28, 2017, by 5:00 pm.

PROPOSALS DUE:

Proposal submittals must be received via e-mail by **4:00 p.m. on Thursday, October 5, 2017**, at: jglidden@parkcity.org.

PROJECT LOCATION: 1300 Block of Woodside & Empire Avenues, Park City, Utah
& 1875 Homestake Road, Park City Utah

OWNER/CONTACT: Jason Glidden, Housing Development 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 Tuesday, October 3, 2017, via e-mail to: jglidden@parkcity.org.

Park City Municipal Corporation 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. Project Description

Park City Municipal Corporation (PCMC) seeks proposals for survey, platting, architecture, engineering, and construction administration services for an affordable housing project on City owned property between Woodside Avenue and Empire Avenue (1300 Block Woodside & Empire Avenues) as well as the property located at 1875 Homestake. PCMC is the owner and developer for both projects. The work outlined in the RFP includes survey and platting, planning, entitlements, architectural and engineering design, construction documents, and construction administration for both properties. PCMC is seeking responses from architects licensed in the State of Utah to act as the Primary Architect for the project. After reviewing the bids, PCMC will either award both projects to one bidder or will award each project to two separate bidders.

Woodside Phase 2

The City has conducted extensive community engagement and education efforts focused on gathering input on the community priorities in the Lower Park Avenue area. The area between Park Avenue and Empire Avenue has been designated as affordable housing with significant density. The housing portion has been divided into two phases as illustrated in Figure 1. The design of the housing for Phase 1 is currently underway and construction is scheduled to begin this fall. A number of different concept options showing various densities have been developed for Phase 2. The options have been presented to the City Council to determine which option best meets the City Council affordable housing priorities. A preferred concept for Phase 2 identifies two townhome complexes and 1 building of stacked flats. This concept plan is available in Appendix A. The construction budget for Woodside Phase 2 is currently estimated at Seventeen Million Dollars (\$17,000,000).

Prior to beginning construction, the Keetley Train Depot (currently the Senior Center) will need to be moved offsite. The City is in the process of documenting the building and obtaining approval for the building to be panelized for relocation. It will be the responsibility of the Primary Architect to coordinate with all necessary parties to panelize and move the building off site prior to construction of the housing and ultimately to the new location.



Figure 1 Affordable Housing Areas / Phases

The Primary Architect will develop the schematic drawings and work with the project team to finalize the project scope and budget. At the discretion of PCMC, award of the contract may be considered to the primary architect to take the drawings through to completion of construction drawing and construction administration. Should additional tasks beyond schematic design be awarded, the primary architect will also be the “Architect of Record”, and be the primary interface with the City agencies in the permit and construction tasks, and shall sign and seal appropriate drawings, statements, and certifications. They will also provide input as appropriate during all tasks of design on codes and standards in Park City and conformance thereto. Additionally, the Primary Architect will complete the necessary entitlement, planning process, and obtain any required governmental approvals and permits with Park City Community Development.

II. Site Information

Zoning & Existing Conditions

The current Park City Municipal Land Management Code (LMC) identifies the zoning on the Subject Site as Recreational Commercial (RC). The proposed building and site improvements lie across several City owned metes and bounds parcels. Prior to construction, the City’s LMC requires the property to be included within a platted subdivision and that the improvements meet all the requirements of the LMC for the zone. The design team will procure site survey information and conduct necessary platting approvals to identify a developable lot of record, concurrent to the design process. A local vendor is preferred. PCMC will procure preliminary soil (geo-tech) and environmental information on the site.

III. Scope of Work

The proposal to PCMC shall outline an approach to the needs listed below and shall include an estimated range of total costs to perform the following work for all tasks associated with the Woodside Phase 2 Housing project. The City may choose to award the two projects (Woodside Phase 2 & 1875 Homestake) separately to two different bidders.

The City will provide a basic plan outlining the unit types, density, phasing, and other important site or design considerations. The concept that is planned to move forward is found in Appendix A. This plan has been presented to the public and the City Council and has received favorable reviews. The plan will be divided into two lot - the townhomes and the stacked flats. This will allow the stacked flats to be sold separately from the townhomes if desired.

The proposal to PCMC shall outline an approach to the following needs for both lots and shall include an estimated range of total costs to perform the following work. It is anticipated that the specific services to be provided by the Consultant Design Team will include:

Task 1 – Project Management, Concept Design review and Schematic Design

Project Management and Review Concept and Documents

- Organize and document weekly team meetings.
- Review work completed to date including goals, scoping, site assessment, concept design, net-zero goals and housing program.

- The concept plan has been reviewed by the City Council and the concept plan details will be provided to the team awarded the project.
- Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities, and building construction permits (including fire, life, and safety issues).
- Prepare and submit a Historic District Design Review – Pre (HDDR-Pre) application - while this is not in the historic zone, an early submittal to the PCMC Planning Department for acceptance may streamline the process.
- Define the schedule for the relocation of the Keetley Train Depot building.
- The Keetley Train Depot penalization plans have been developed and will be made available to the chosen team.
- Coordinate with PCMC staff and others as necessary for the relocation/movement of the Keetley Train Depot.

Deliverables:

- Agendas/summaries weekly team meetings.
- Work plan, including schedule showing all submittals.
- Schedule for moving the Keetley Train Depot to the new location.
- Historic District Design Review – Pre (HDDR-Pre) Application
- Pre-MPD meeting with Staff

Develop Schematic Design

- Develop the schematic design including plans, elevations and cross sections, as well as three-dimensional project massing and computer imaging.
- Conduct a boundary survey and supplement the topographic survey if necessary.
- Prepare a plat amendment for the project to create one lot.
- Prepare a preliminary estimate of probable project costs.
- Coordinate with utility companies to help develop Schematic Design plans.
- Develop criteria that will capture the most cost-effective sustainable design components.
- Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.
- Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website. The City shall take the lead in all public outreach efforts.
- Evaluate the value of engaging a Construction Manager at Risk(CMAR) agreement with a general contractor to be brought on board during the design phase as a professional service provider to work with the project team to help reduce construction costs, improve quality control and most importantly improve schedule with early mobilization and phased bidding and construction.
- Assist the City in the advertisement, interview, and selection of a CMAR if a CMAR process is determined to be appropriate

Deliverables:

- Technical memo, plans, elevations, and building massing drawings (written and graphic form) identifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements, and the relationship of new construction to existing facilities.

- Graphic materials representing building and site plans, materiality and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
- Site plan, floor plan(s), sections, an elevation, and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Supplemental topographic survey.
- Plat Amendment to create one lot.
- A final schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate 3 public meetings for presentation including City Council and Planning Commission.
- Possible refinement of drawings based on public meetings and reviews.
- Proposed plan and assumption of costs to meet the City's Net-zero goals.
- An updated project schedule.

Task 2 - Design and Construction Document Development Tasks

Design Development

- Prepare and submit for the City's approval, Design Development documents consisting of plats, drawings, delineation of equipment, mechanical and communications requirements, colors, and final selection of materials, specifications, and other documents, all of which fix and describe the architectural, mechanical, and electrical systems conforming to Park City Green Building standards and Net-zero goals.
- Prepare a life cycle cost analysis to assist in final systems decisions.
- Work with City and utility companies to produce Design Development drawings and plans.
- Update estimate of probable project costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Perform cost effectiveness adjustments to design as required by the City.
- Prepare all necessary documents for value engineering to assist City representatives in making value engineering decisions. Prepare any additional designs and/or specifications as a result of value engineering. If CMAR is used, the design team will participate in the selection process and work with the CMAR firm with cost verification services.
- Prepare subdivision/condo plat/MPD in accordance with Park City Municipal LMC.
- Present the Design Development drawings to Planning Commission (2-3 meetings for Master Plan Development) and to City Council (1 meeting).
- Provide for development entitlements for planning, zoning, building, and engineering requirements.
- Cost estimate and schedule of construction.

Deliverables

- Updated Design Development level technical memo, plans, elevations, building drawings, and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements.

- A technical memo clearly presenting a life-cycle cost analysis of proposed building systems and materials.
- Necessary approvals from regulatory agencies for entitlements and permits.
- A final Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- MPD Application.
- An updated project schedule.
- A value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Weekly (or schedule as determined by team) meetings.
- Participation and presentation materials for public meetings including, but not limited to, 3D renderings, models, and fly-throughs.

Construction Document Development

- Prepare and submit for approval drawings and specifications ("Contract Documents") setting forth in detail the requirements for construction of the project based on value engineering decisions made at the Design Development level. The Construction Documents will:
 - Comply with applicable laws and regulations including, but not limited to, building regulations and occupation safety and health regulations enforced at the time the Construction Documents are issued; and
 - Comply with Utah State Code and Procurement policies of Park City.
- Update revised estimate of probable construction costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Prepare all necessary documents for value engineering to assist City staff in making value engineering decisions. Prepare an alternative design as a result of value engineering. If CMAR is used, the design team will work with the CMAR firm for cost verification services.
- Prepare and submit 100% Construction Documents to the Park City Building Department for their plan/permit review. Revisions, corrections, and additional information may be required.
- Assist the City in the selection of Special Inspectors required by the project.

Deliverables

- In addition to the materials, drawings, and documents described above, provide the following:
 - A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
 - A final construction level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
 - An updated project schedule.
 - Subdivision Plat.
 - A final value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.

Task 3 – Construction Contract Administration

Construction Contract Administration

- Assist the City (and CMAR) in developing bid document packages, in obtaining bids, and in evaluating bids by providing all documentation needed for proper bidding and contract preparation.
- Assist in the preparation of instructions to bidders, issuing addenda, and organizing and leading the pre-bid conference.
- Assist in the review and evaluation of bids.
- Provide a Construction Document Set that incorporates all addenda during the bid period and all value engineering decisions made as a result of the bid process.
- Upon the construction contract award by PCMC, lead the pre-construction conference.
- Visit the site at intervals appropriate to the stage of construction, as agreed to by Consultant and the City (and CMAR), to become familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents.
- Immediately notify the City of any problems it discovers or observes. Consultant will submit a written report to the City within three (3) days after each observation outlining items observed, specific findings, discrepancies in the work and problems reported, and time spent on the jobsite.
- Review and approve or take other appropriate action upon RFIs (Request for Information) or submittals, such as shop drawings, product data and samples, for the purpose of determining if the work affected by and represented in such submittals is in compliance with the requirements of the Contract Documents. Consultant's review is not intended as an approval of construction means, methods, techniques, sequences, or procedures, nor to relieve the responsible contractor of full responsibility for any error or deviation from the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. The Consultant shall keep a computerized log of all RFIs and submittals.
- Review all change orders, verify all costs, and make recommendation for payment or appropriate action.
- Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- Be present during initial start-up of systems.
- Participate in pre-final and final observations of the work to determine if the work is complete and in accordance with the Construction Documents. Prepare discipline specific punch lists for incorporation into City's punch list.
- Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor to the Architect.

1875 Homestake

PCMC recently purchased this property which is located in the Bonanza Park area. The area is off of Kearns Boulevard at 1875 Homestake Road and has been designated as affordable housing with significant density. PCMC is currently looking at 50-60 units consisting of a mixture of town homes and stacked flats. The construction budget for this project is currently estimated at Thirteen Million Dollars (\$13,000,000).

Additionally, the City has plans to extend Munchkin Road from its' existing terminus at Woodbine Way west through the City owned parcel which is currently occupied the Recycle Utah recycle center. The engineering services to design and engineer the Munchkin Road extension will be procured through a separate RFP process; however, firms submitting proposals for the Scope of Work outlined below should consider vehicular, pedestrian, and bicycle access from existing Homestake Drive as well as the future Munchkin Road extension as part of this RFP.

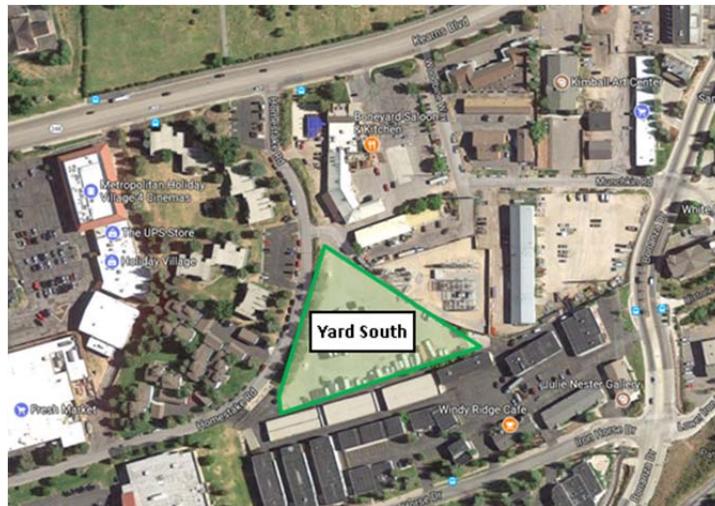


Figure 1 Affordable Housing Areas / Phases

The Primary Architect will develop the schematic drawings and work with the project team to finalize the project scope and budget. At the discretion of PCMC, award of the contract may be considered to the primary architect to take the drawings through to completion of construction drawing and construction administration. Should additional tasks beyond schematic design be awarded, the primary architect will also be the “Architect of Record”, and be the primary interface with the City agencies in the permit and construction tasks, and shall sign and seal appropriate drawings, statements and certifications. They will also provide input as appropriate during all tasks of design on codes and standards in Park City and conformance thereto. Additionally, the Primary Architect will complete the necessary entitlement, planning process and obtain any required governmental approvals and permits with Park City Community Development.

II. Site Information

Zoning & Existing Conditions

The current Park City Municipal Land Management Code (LMC) identifies the zoning on the Subject Site as General Commercial (GC). Prior to construction the City's LMC requires the property to be included within a platted subdivision and that the improvements meet all the requirements of the LMC for the zone. The design team will procure site survey information and conduct necessary platting approvals to identify a developable lot of record, concurrent to the design process. A local vendor is preferred. PCMC will procure preliminary soil (geo-tech) and environmental information on the site.

III. Scope of Work

The proposal to PCMC shall outline an approach to the needs listed below and shall include an estimated range of total costs to perform the following work for all tasks associated with the 1875 Homestake Housing project. The City may choose to award the two projects (Woodside Phase 2 & 1875 Homestake) separately to two different bidders.

The proposal to PCMC shall outline an approach to the following needs, and shall include an estimated range of total costs to perform the following work. It is anticipated that the specific services to be provided by the Consultant Design Team will include:

Task 1 – Project Management, Concept Design review and Schematic Design

Project Management and Review Concept and Documents

- Organize and document weekly team meetings.
- Review work completed to date including goals, scoping, site assessment, concept design, net-zero goals and housing program.
- The concept plan has been reviewed by the City Council and the concept plan details will be provided to the team awarded the project.
- Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities and building construction permits (including fire, life, and safety issues).

Deliverables:

- Agendas / Summaries weekly team meetings.
 - Work Plan, including schedule showing all submittals.
 - Pre-MPD meeting with Staff.

Develop Schematic Design

- Develop the schematic design including plans, elevations, and cross sections, as well as three-dimensional project massing and computer imaging.
- Conduct a boundary survey and supplement the topographic survey if necessary.
- Prepare a preliminary estimate of probable project costs.
- Coordinate with utility companies to help develop Schematic Design plans.
- Develop criteria that will capture the most cost-effective sustainable design components.
- Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.
- Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings,

City Council meetings, and posting on the City's project website. The City shall take the lead in all public outreach efforts.

- Evaluate the value of engaging a (CMAR) in the design and construction process in coordination with the City.
- Assist the City in the advertisement, interview, and selection of a CMAR if a CMAR process is determined to be appropriate

Deliverables:

- Technical memo, plans, elevations, and building massing drawings (written and graphic form) identifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements, and the relationship of new construction to existing facilities.
- Graphic materials representing building and site plans, materiality and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
- Site plan, floor plan(s), sections, an elevation, and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Supplemental topographic survey.
- A final schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate 4 public meetings for presentation including City Council and Planning Commission.
- Possible refinement of drawings based on public meetings and reviews.
- Proposed plan and assumption of costs to meet the City's Net-zero goals.
- An updated project schedule.

Task 2 - Design and Construction Document Development Tasks

Design Development

- Prepare and submit for the City's approval, Design Development documents consisting of plats, drawings, delineation of equipment, mechanical and communications requirements, colors and final selection of materials, specifications, and other documents, all of which fix and describe the architectural, mechanical, and electrical systems conforming to Park City Green Building standards and Net-zero goals.
- Prepare a life cycle cost analysis to assist in final systems decisions.
- Work with City and utility companies to produce Design Development drawings and plans.
- Update estimate of probable project costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- MPD & CUP Applications
- Perform cost effectiveness adjustments to design as required by the City.
- Prepare all necessary documents for value engineering to assist City representatives in making value engineering decisions. Prepare any additional designs and/or specifications as a result of value engineering. If CMAR is used, the design team will participate in the selection process and work with the CMAR firm with cost verification services.
- Present the Design Development drawings to Planning Commission (2-3 meetings for Master Plan Development) and to City Council (2 meeting).
- Provide for development entitlements for Planning, Zoning, Building and Engineering requirements.
- Cost estimate and schedule of construction.

Deliverables

- Updated Design Development level technical memo, plans, elevations, building drawings and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements.
- A technical memo clearly presenting a life-cycle cost analysis of proposed building systems and materials.
- Necessary approvals from regulatory agencies for entitlements and permits.
- A final Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- An updated project schedule.
- A value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Weekly (or schedule as determined by team) meetings.
- MPD & CUP Application.
- Participation and presentation materials for public meetings including but not limited to 3D renderings, models, fly-throughs.

Construction Document Development

- Prepare and submit for approval drawings and specifications ("Contract Documents") setting forth in detail the requirements for construction of the project based on value engineering decisions made at the Design Development level. The Construction Documents will:
 - Comply with applicable laws and regulations including, but not limited to, building regulations and occupation safety and health regulations enforced at the time the Construction Documents are issued; and
 - Comply with Utah State Code and Procurement policies of Park City.
- Update revised estimate of probable construction costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Prepare all necessary documents for value engineering to assist City staff in making value engineering decisions. Prepare an alternative design as a result of value engineering. If CMAR is used, the design team will work with the CMAR firm for cost verification services.
- Prepare a subdivision/condo plat for the project in accordance with the Park City LMC.
- Prepare and submit 100% Construction Documents to the Park City Building Department for their plan/permit review. Revisions, corrections, and additional information may be required.
- Assist the City in the selection of Special Inspectors required by the project.

Deliverables

- In addition to the materials, drawings, and documents described above, provide the following:
 - A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
 - A final construction level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
 - An updated project schedule.

- Subdivision Plat Application.
- A final value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.

Task 3 – Construction Contract Administration

Construction Contract Administration

- Assist the City (and CMAR) in developing bid document packages, in obtaining bids, and in evaluating bids by providing all documentation needed for proper bidding and contract preparation.
- Assist in the preparation of instructions to bidders, issuing addenda, and organizing and leading the pre-bid conference.
- Assist in the review and evaluation of bids.
- Provide a Construction Document Set that incorporates all addenda during the bid period and all value engineering decisions made as a result of the bid process.
- Upon the construction contract award by PCMC lead the pre-construction conference.
- Visit the site at intervals appropriate to the stage of construction, as agreed to by Consultant and the City (and CMAR), to become familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents.
- Immediately notify the City of any problems it discovers or observes. Consultant will submit a written report to the City within three (3) days after each observation outlining items observed, specific findings, discrepancies in the work and problems reported, and time spent on the jobsite.
- Review and approve or take other appropriate action upon RFIs (Request for Information) or submittals, such as shop drawings, product data and samples, for the purpose of determining if the work affected by and represented in such submittals is in compliance with the requirements of the Contract Documents. Consultant's review is not intended as an approval of construction means, methods, techniques, sequences, or procedures, nor to relieve the responsible contractor of full responsibility for any error or deviation from the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. The Consultant shall keep a computerized log of all RFIs and submittals.
- Review all change orders, verify all costs, and make recommendation for payment or appropriate action.
- Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- Be present during initial start-up of systems.
- Participate in pre-final and final observations of the work to determine if the work is complete and in accordance with the Construction Documents. Prepare discipline specific punch lists for incorporation into City's punch list.
- Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor to the Architect.

IV. Submittal Requirements

A. Cover Letter (maximum of 1 page)

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 Applicant 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.

B. Statement of Qualifications (Maximum of 8 pages)

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.

The Statement of Proposals should contain specific responses to the following requested items:

- 1. 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.
- 2. 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.
- 3. Specific Affordable Housing Project Experience:** Provide information on similar or relevant projects which team members have executed. Note projects completed within budget and schedule.
- 4. Sustainable Development:** Describe the firm's commitment to environmentally sound and sustainable practices and professional experience in applying sustainable practices to reach net zero in new construction. Specific examples of delivering net zero projects should be highlighted.
- 5. Firm/Team Qualifications and Experience in Park City:** Demonstrate professional experience in site planning, housing design, infrastructure design, cost estimation, and implementation. 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. *Photographs of completed projects are encouraged.* Demonstrate recent, relevant experience particularly in the Park City market and specifically in the affordable housing market.
- 6. 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 organization chart. The information must clearly indicate the team leader for 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 example of

projects completed by the team. 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.

7. **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.
8. **Quality Control:** Describe the ability to undertake and complete quality projects on time and within budget. Indicate 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.
9. **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 address, telephone number, fax number, and email address. Proposals that do not provide a completed section for references will not be considered further.

C. Supplemental Material (Maximum of 4 pages)

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

D. 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 timeline for completing the project. The exact scope, timeline, deliverables, and not-to-exceed total for services will be negotiated with the selected Consultant Design Team prior to execution of the contract.

E. Evidence of Ability to Obtain Insurance.

1. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit 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.
2. **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.
3. **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.

4. Workers Compensation Workers Compensation insurance limits written as follows:

Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee,
Five Hundred Thousand Dollars (\$500,000) policy limit.

5. The City shall be named as an additional insured on general liability and auto liability insurance policies, with 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.
6. 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.

F. Professional Services Agreement Statement. A copy of the City's standard Professional Services Agreement is included in the Attachments Section of this RFP. Please include a statement indicating that you (1) accept the Agreement as is or (2) propose changes and specify. 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 proposal.

V. Fee Schedule

Fees should be outlined with the proposed costs for the services including:

- Fixed hourly rates for the Conceptual, Preliminary, Schematic and Design Development.
- Percentage of the Design Development Cost estimate to be used as a basis for the Construction Documents and Construction Administration Phase.
- 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.
- Any additional reimbursable expenses.
- Rates for any additional studies that may be required as part of the MPD review criteria in the [LMC](#).

PCMC will contract with the selected proponent upon approval of the City Council. PCMC will either award both projects to one bidder or will award each project to two separate bidders.

Price may not be the sole deciding factor.

VI. Selection Process

All respondents must address submittal requirements outlined in **Section IV, Submittal Requirements**. Each respondent bears the sole responsibility for the items included or not included in its submittal. Proposals lacking required information will not be considered.

After evaluation of the complete proposals received in response to this RFP, City staff and other community representatives as part of the selection committee may conduct interviews with one or more Applicants. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with out insurance/indemnity provision) counts against a bidder.

During any interviews, applicants will be encouraged to elaborate on their qualifications, experience, performance data, project approach, and staff expertise relevant to the project. PCMC expects the key personnel proposed for the project to be present at the interviews.

At the conclusion of the interviews, the Selection Committee shall rank, in the order of preference, the Applicants whose professional qualifications and proposed services are deemed most meritorious.

Negotiations, including the final scope of work, shall then be conducted with the applicant ranked first. If a contract satisfactory to PCMC can be negotiated at a fee considered fair and reasonable, the award shall be made to that applicant. Otherwise, negotiations with the applicant shall be formally terminated and the City will move on to the next applicant.

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.

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 applicant(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.

Evaluation Criteria Weighting

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed.	10 percent
Qualifications/expertise of team members in high density affordable housing in resort communities.	15 percent
Qualifications/expertise of team members in net zero design.	15 percent
Expertise in following the Park City planning, building, and engineering approval processes.	20 percent
Experience completing successful projects in Park City/Summit County Projects or similar communities.	5 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	20 percent
COST	
Proposed Fee Schedule	15 percent

VII. Submittal Instructions

Proposal submittals must be received by **4:00 p.m. on Thursday, October 5, 2017**, via email to: jlidden@parkcity.org Expensive and elaborate statements are discouraged. E-mails should be no larger than seven (7) megs. Respondents must ensure receipt of materials by the time and date specified.

Statements should be signed by a duly authorized official(s) of the firm(s). Consortia, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or legal entity which is not a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the team. If the firm submitting the proposal utilizes third parties for completing the RFP requirements, list what portion of the proposal will be completed by third parties and the name of the third party.

Firms or teams will be evaluated, among other things, as to relevant experience, ability to begin and complete the work, and feedback from references. Proposals will be good for sixty (60) days. Submissions will be subject to the Government Records and Retention Management Act, ("GRAMA") and may be subject to disclosure unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended.

VIII. Tentative Schedule of Selection Process:

- | | |
|---|---|
| 1. Responses to the RFP deadline: | By 4 p.m. on Thursday, October 5, 2017 |
| 2. Interview for Selected Applicants: | Week of October 16, 2017 (if necessary) |
| 3. Selection of Firm: | Week of October 23, 2017 |
| 4. Finalize and Award Contract: | Week of November 6, 2017 |
| 5. Notice to Proceed: | Week of November 13, 2017 |
| 6. Schematic Design Estimate: | Week of January 29, 2017 |
| 7. Design Documents for Woodside Park
Phase 2 and 1875 Homestake | Week of April 26, 2018 |

- | | |
|--|----------------------------|
| 8. Construction Documents for
1875 Homestake | Week of August 6, 2018 |
| 9. Construction Bid | Week of August 20, 2018 |
| 9. Award Construction Contract for
1875 Homestake | Week of September 13, 2018 |

IX. Requests for Additional Information

Any questions concerning the submittal or the project shall be sent by 4:00 p.m. on Tuesday, October 3, 2017, in written form via email inquiry to the attention of Jason Glidden, at jglidden@parkcity.org. If you wish to receive a copy of all questions received and responses provided, please check the City website each Friday evening.

PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. 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.

**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 _____, ("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 in 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 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 Annotated, 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 and 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 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:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit 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 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 with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. 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 and 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 limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with 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. 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.
- 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 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 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-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.

- 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. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- 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 program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 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.
- 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 on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

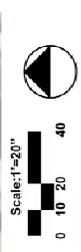
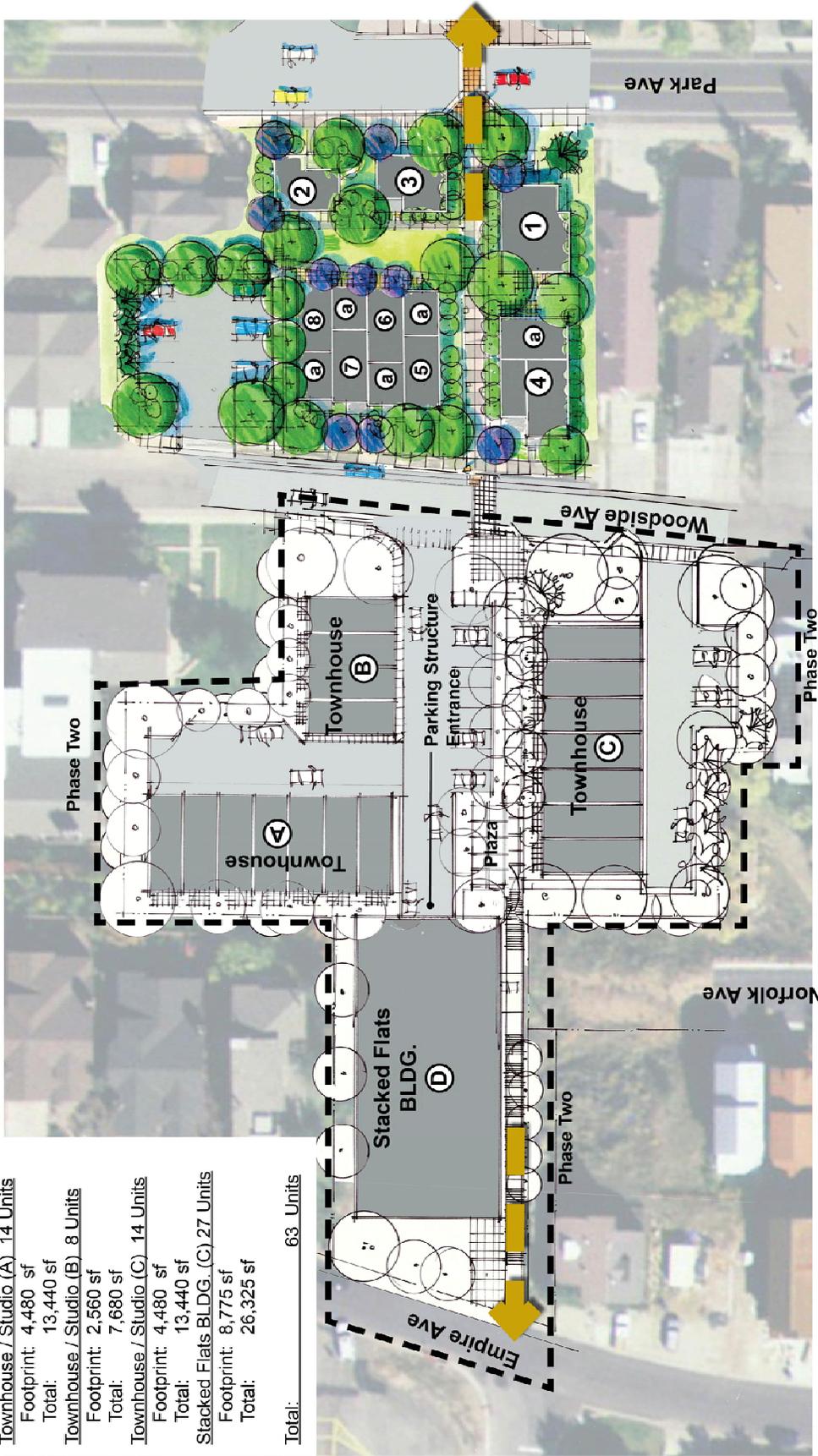
STATE OF UTAH)
) ss.
COUNTY OF _____)

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 or Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

APPENDIX A

Development Data:
Townhouse / Studio (A) 14 Units
 Footprint: 4,480 sf
 Total: 13,440 sf
Townhouse / Studio (B) 8 Units
 Footprint: 2,560 sf
 Total: 7,680 sf
Townhouse / Studio (C) 14 Units
 Footprint: 4,480 sf
 Total: 13,440 sf
Stacked Flats BLDG. (C) 27 Units
 Footprint: 8,775 sf
 Total: 26,325 sf
 Total: 63 Units



**Phase Two
 Option (2)**

**Woodside Park
 Park City, Utah**