

Park City Municipal Corporation

Request for Qualifications/Proposals for Engineering Design and
Constructions Services for SR-248 Pedestrian Access Improvements (Non-Bid)



NOTICE

PROPOSALS DUE: Wednesday, December 20, 2017
One (1) electronic PDF copy and three (3) hard copies of proposals are
due by 4:00 p.m.
445 Marsac Avenue, Park City Utah 84060

PROJECT NAME: SR-248 Pedestrian Access Improvements

RFP AVAILABLE: Wednesday, December 6, 2017

OWNER: Park City Municipal Corporation
445 Marsac Ave
Park City, UT 84060

CONTACT: *Julia Collins, Senior Transportation Planner*
julia.collins@parkcity.org

**All questions shall be submitted in writing via email to Julia Collins, Julia.Collins@parkcity.org or via
facsimile to: 435-615-4901 by 5:00 p.m. MST, Friday, December 15, 2017.**

**Park City reserves the right to reject any or all proposals received for any reason.
Furthermore, the City shall have the right to waive any informality or technicality in proposals
received when in the best interest of the City.**

The Park City Municipal Corporation (“PCMC” or “the City”) is soliciting statements of qualifications and proposals from qualified professional consulting engineering firms for the design, construction services, and environmental for SR-248 Pedestrian Access Improvements.

- I. **Project Background:** PCMC is noted for providing world class recreational trails, biking, and walking options for all abilities which support a thriving mountain community. It is the intention of this project to strive to provide pedestrian improvements and connectivity to destinations, while balancing the needs of the general purpose traffic along the SR-248/Kearns Boulevard corridor. These multi-modal goals are directly found in the 2014 General Plan and 2011 Traffic and Transportation Master Plan. This project will accomplish these goals by improving the current pedestrian crossing at the pedestrian hybrid beacon. The preliminary scoping stage will include alternative analysis for the existing crossing to enhance the safety and circulation that includes both at-grade and below grade pedestrian crossing improvements. Proposed improvements include allowance for two future water mains, modification to the storm drain system as required, design of retaining walls to meet grades on the stairways and ADA ramps, extension of the sidewalks to meet the proposed tunnel, and coordination with the dry utility companies. Heating of the stairways, ramps, tunnel and surveillance cameras may also be incorporated into the project.

Due to the nature of the crossing UDOT right-of-way, coordination with UDOT and obtaining approval and permits is imperative and part of consultant obligations. The project will follow UDOT’s Project Delivery Network with the following tracks and sub-activities to maintain default language for each activity, while the project manager lead and funding will be supported by PCMC local dollars. This project will not include federal funding or federal land, therefore is assumed to be a non-federalized project. The design will be publicly bid by PCMC with construction scheduled for summer of 2018. It is anticipated the design package will be ready for bidding purposes by late February, 2018. The consultant will handle the details of the bidding process and will also provide construction services and post-construction services.

II. Project Location

The project location limits are shown below, which includes the existing pedestrian hybrid beacon and crosswalk in front of Park City High School along SR-248/Kearns Boulevard.



III. Scope of Work

Task 1: Scoping Stage

- Include an alternative analysis for the existing crossing to enhance the safety and circulation that includes both at-grade and below grade pedestrian crossing
- Identify outside funding sources at the Federal and State level.
- It is anticipated this project will utilize outside federal funds for construction thus the project will follow UDOT's project delivery network.

• Task 2: Geometry/Structural Stage

Task 3: Plan-in-hand Stage

Task 4: PS&E Stage

Task 5: Advertising Stage/Construction Bidding Support

- In addition to the related UDOT project delivery network tasks, consultant shall prepare bid packages in accordance with PCMC policy that include advertisement of the bid, arrange and conduct the pre-bid meeting, conduct the bid opening, evaluate submitted bids, and collect performance bonds.

Task 6: Post Advertising/Construction Support

- In addition to the related UDOT project delivery network tasks, consultant shall provide construction administration that includes review of submittals, verification of monthly pay requests, construction observation that includes weekly construction report to PCMC that has daily field reports, testing results, progress, change

orders/amendments, construction closeout of project, recommendation for final payment to contractor, and submittal of final paperwork.

Task 7: Post Construction

- Provide record of survey for constructed facilities, provide contractor drawings, and prepare record drawings submitted on mylar and electronically.

Outreach with stakeholders, adjacent landowners and the general public should be assumed for all the tasks listed above and when appropriate, include communication with the contractor. Consultant shall include necessary meetings with PCMC staff, Park City School District Board, other affiliated landowners and obtain all necessary permits, easements (if necessary) and approvals (UDOT, SBWRD, PCMC water).

Consultant should assume the design level survey does not exist. Consultant responses should include approach and related deliverables for each task.

IV. Timeline

1. The intended timeframe for the utilization of the selected consulting firm's services is from December 1, 2017, through November 1, 2018.

V. Proposal Requirements

1. Interested firms shall provide three (3) hard copies and one (1) electronic PDF copy of their proposal.
2. Proposals shall be limited to four (4) pages, not including a cover page and cover letter.
3. A page is defined as a single sided 8.5 x 11" sized page that contains legible text, pictures, tables, graphs, and other graphics.

The pages have no restrictions on font size, spacing, or margins.

4. Proposals shall include the following information:
 - a. Name, address, email, and telephone number of the firm.
 - b. A short narrative of firm's qualifications and relevant experience.
 - c. Not to exceed cost proposal for each task.
 - d. A cost schedule for additional services.
 - e. A statement of understanding regarding the project and a general description of proposed approach to project scope of services.
 - f. A detailed work plan and schedule outlining each required task necessary for completion of the project described in the project scope of services along with a fee breakdown for each phase of the project.
 - g. A detailed public engagement plan with supporting timeline.
 - h. Project must abide by the standards set forth in the PCMC soils ordinance.
 - i. Names, titles, and previous work experience of the personnel that would be assigned to the project.
 - j. Proposals shall not contain URL references or digital links to additional information.

- k. The firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
 - l. If bidder utilizes third parties for completing project, list what portion of the project will be completed by third parties/sub-contractors including their name and contact.
 - m. A statement of whether your company, or any of your proposed sub-contractors or third parties, ever filed for reorganization or bankruptcy. If so, please provide dates and resolution.
 - n. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.
 - o. The selected firm is required to enter into the PCMC's Standard Service Provider/Professional Services Agreement attached hereto as "Attachment 1" and incorporated herein, in its current form. Proposals must either agree to the standard contract, said exceptions must be clearly identified in the response or identify request changes to the form as part of the proposal. Exceptions or deviation to any of the Professional Services Agreement must be submitted in a separate document accompany proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and award processes. The nature and extent of requested changes to the Provider/Professional Services Agreement, (i.e. unwillingness to comply with insurance/indemnity provisions) may exclude the bidder and be a factor in selection.**
 - p. If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.
 - q. Any service provider who contracts with PCMC is required to have a valid Park City business license.
- 5. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risks.
 - 6. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. PCMC assumes no liability for any costs incurred by offerors throughout the entire selection process.
 - 7. Proposals lacking required information will not be considered.

VI. Selection Process

- 1. A selection committee, will review the proposals based on the information provided no later than January 5, 2018. Following a review of the written proposals, the selection committee may elect to have secondary interviews the week of January 8, 2018. Final selection will be

made no later than January 19, 2018. Following final approval of the City Council, award of contract is anticipated to be no later than the week of January 22, 2018.

2. Price may not be the sole deciding factor.
3. All proposals are deemed valid until the selected project service contract is awarded by City Council or all bids are rejected by City. Award of the services contract is subject to final approval by the City Council. The City reserves the right to change any dates or deadlines associated with this Request for Bids.
4. Willingness to comply with Park City's Provider/Professional Services Agreement terms, including insurance requirements.
5. Consistent with PCMC policy, subject to federal, State and local procurement laws, PCMC will make reasonable attempts to support local business by purchasing goods and services through local vendors and service providers.
6. The selected firm for this project will be evaluated by a selection committee using the selection criteria below. Price may not be the sole deciding factor. Proposals will be good for sixty (60) days.

VII. Selection Criteria. The selection committee will use the following criteria to evaluate and select a consultant:

1. Capability of the Firm and Consultant Team (40%)
 - b. Overall firm experience.
 - c. Past experience with municipal landscape architecture, design, and consulting services.
 - d. Experience with trail infrastructure design.
2. Project Approach (35%)
 - a. Firm's project approach to the requested scope of services.
 - b. Schedule and timeline in providing the desired services/product.
3. Cost (25%)
 - a. Ability to deliver a quality product within reasonable financial parameters.

VIII. Selection Schedule

Date	Consultant Selection Schedule
Wednesday, December 06, 2017	Posting of Solicitation Advertisement/RFP on Park City website. All questions must be in electronic written form and received no later than 5:00 p.m. MST December 15, 2017, via email to Julia Collins, Senior Transportation Planner, at julia.collins@parkcity.org or fax to: 435-615-4901.
Wednesday, December 20, 2017	One (1) electronic copy and three (3) hard copies of proposals are due by

	4:00 p.m. MST.
Thursday, January 04, 2018	Selection Team Meeting
Tuesday, January 16, 2018	Consultant Selection Interviews (if necessary)
Thursday, January 18, 2018	Final Consultant Selection Meeting (if necessary)
Friday, January 26, 2018	Award of contract (no later than)

IX. Additional Proposal Information

The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

The City reserves the right to reject any or all proposals received for any reason. Furthermore, the City reserves the right to cancel or modify the terms of the RFP (non-bid) and/or project at any time 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 technical defect in proposals received when in the best interest of the City.

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract. Such insurance information is provided in the Sample Agreement. (Attachment 1) Proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of contract execution.

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.

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.

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'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.

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.

All submittals shall be public records in accordance with the government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. Park City will maintain a nonpublic process for the duration of this Solicitation. Pursuant to Subsection §63G-2-309(6) of the GRAMA, all records related to this Solicitation, including, but not limited to Proposals, evaluation, and selection procedures, and any records created during the evaluation and selection process will remain nonpublic records until the Contract has been executed by all necessary officials of the Consultant.

VI. Submittal Deadline:

The deadline for the receipt of proposal submittals is **by 4:00 p.m. MST, Wednesday, December 20, 2017**. Please respond to: Julia Collins, Senior Transportation Planner, Transportation Planning Department, Park City Municipal Corporation, 445 Marsac Avenue, Park City, UT 84060.

All questions must be in electronic written form and received no later than 5:00 p.m. MST, Friday, December 15, 2017, via email to: Julia.collins@parkcity.org or fax to: 435-615-4901.

ATTACHMENT 1

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 SUMMIT)

On this ____ day of _____, 2017, 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