

**PARK CITY MUNICIPAL CORPORATION**  
**REQUEST FOR PROPOSALS (NON-BID) FOR ENGINEERING DESIGN SERVICES**  
**For Quinn's Junction Park and Ride Site Evaluation and Final Design**



**NOTICE**

**PROPOSALS DUE:** **By 5:00 p.m. MST on Friday, July 20, 2018**

**PROJECT NAME:** Quinn's Junction Park and Ride Site Evaluation and Final Design

**RFP AVAILABLE:** Monday, July 2, 2018

**PROJECT LOCATION:** Park City, Utah

**PROJECT DESCRIPTION:** Plans specifications and engineering (PS&E) for park and ride facilities located near the intersection of US-40 and SR-248 in Park City, Utah.  
Project elements to include:

- Site Evaluation
- Innovative Concepts for Site Design
- Final Design including access, trail connectivity, drainage, lighting, landscaping, and utilities
- Stakeholder Engagement Materials
- Construction Administration (as a potential added task)

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

**CONTACT:** **Julia Collins**  
**All questions shall be submitted in writing via email or fax to Julia Collins, (436) 615-4901 or [Julia.Collins@parkcity.org](mailto:Julia.Collins@parkcity.org) by 5:00 p.m. MST, Friday, July 6, 2018.**

**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.**

**Park City Municipal Corporation (“PCMC” or “the City” or “Park City”) is soliciting proposals from qualified consulting firms for the evaluation of alternatives and engineering design for park and ride facilities.**

**I. Project Background/Purpose:**

PCMC and Summit County are noted for providing world class recreational trails and a multi-modal transportation system that provides options for all users and supports a thriving mountain community. Park and ride facilities are part of an overarching transportation demand management system for Park City and Summit County that looks to reduce vehicle miles travelled and related traffic impacts during peak days and peak hours. The City’s 2016 Transportation Demand Management (TDM) and 2014 General Plan ([found here](#)) outlines a system wide strategy to provide park and ride facilities located near future or existing transit centers and corridors.

The purpose of this project is to provide parking for current bus service serving Park City and Summit County, potential future regional bus service, ride-hailing, and carpooling into Park City for commuters, employees, recreationalists, event attendees, and general visitors. The park and ride lot is anticipated to be in operation every day, but will see peak use during ski season, Sundance, and other high profile special events. Once the park and ride is operational, busses will transport people to Park City via SR-248. The park and ride will also serve cities and developing areas to the east, such as Kamas and developments near US 40. UDOT and Park City are currently conducting an Environmental Assessment on SR-248 to identify alternatives to improve mobility on the corridor.

There is an existing park and ride lot in this area with approximately 750 spaces, shown on Exhibit A (attached hereto and made a part hereof). However, access via SR 248 and/or US 40 is not direct or intuitive and needs to be improved to increase attractiveness and utilization.

This project will not include federal funding.

**II. Project Location**

The desired location for the new park and ride site is near the junction of US 40 and SR 248 (referred to as Quinn’s Junction), as shown on Exhibit A, in Summit County, Utah.

The project is located in Summit County and will be subject to Summit County and Snyderville Basin Planning District processes. US 40 and SR 248 are two important entry corridors into Park City, the Silver Summit neighborhood, and a future mixed-use development identified the Snyderville Basin General Plan. The Lower Silver Creek Soils Overlay Zone and the Richardson’s Flat Soil Repository are located in the area and may impact site selection.

### III. Scope of Work

#### Task 1: Site Evaluation

- Identify and evaluate potential sites for the park and ride lot near Quinn’s Junction (as shown on Exhibit A). One specific potential site is immediately adjacent to US-40 and the frontage roads and is currently owned by UDOT (Parcel SS-65-A-X), as shown on Exhibit A.
- Develop conceptual layouts for the potential sites. The consultant may propose how many sites will be evaluated.
- Evaluate the opportunities and constraints for each site:
  - Concepts for how the site will be accessed (from US 40, SR 248, and/or Richardson Flat Road) and connected to the current park and ride and nearby trail systems.
  - Traffic circulation and flow for automobiles and busses accessing the site, and impacts to traffic circulation, signals, and access on adjacent roads.
  - Site conditions and including environmental, wetlands, surface water drainage, groundwater, mine waste impact, restrictions due to CERCLA requirements, geotechnical conditions, visual impacts (i.e., mass and lighting) historic resources, and required permits and/or mitigation.
  - Number of parking spaces available on the parcel and operational integration with current park and ride lot.
  - Consistency with Summit County local plans and neighborhood/commercial impacts and Snyderville Basin Planning District permitting requirements.
  - Property ownership and right-of-way/easements needed and associated cost estimate.
  - Preliminary estimate of construction costs.
- Conduct field work as needed to accomplish above.
- Evaluate potential sites in coordination with City staff. The City will select a site with assistance from the Consultant.
- Prepare public-friendly concept drawings and cross-sections for the City to use in public engagement efforts.

#### Task 2: Preliminary Engineering

Once the City has chosen a site concept, the Consultant will:

- Obtain existing base mapping and property ownership information and set controls for construction. Consultant should assume design-level survey does not exist.
- Provide 30% design of preferred alternative including access, ADA compliance, landscape/aesthetics, bicycle/pedestrian connections, utilities, stormwater facilities, and passenger waiting facilities including restrooms, sidewalks, and communications/next-bus information.
  - Identify costs and feasibility for restrooms and potable water.
  - Identify required permits/approvals and provide estimate of construction costs and property needs.
  - Identify opportunities to minimize travel time for busses, carpoolers, and cyclists/pedestrians.
  - Identify opportunities to incorporate future transportation trends and integrate transportation modes into concept – electric vehicle charging, space for ride-hailing

services, bike-share facilities, next-bus information, shelters, and other ideas proposed by the consultant. National Association of City Transportation Officials (NATCO) resources may be used for guidance.

- Identify opportunities for sustainable design, minimizing stormwater runoff, sustainable landscaping, pavement design, solar power, etc.
- Coordinate design with Park City and Summit County permit and design requirements including Park City's Complete Streets Policy, [Stormwater Management Plan](#), and Soils Ordinance.
- Coordinate with utility companies on their existing facilities and new utilities that are needed.
- Prepare and submit wetland delineation to USACE for jurisdictional determination.
- Project must abide by an applicable environmental regulation. Note that the current Richardson Flat Park and Ride is located within Operable Unit 1 (OU1) of the Richardson Flat CERCLA site.
- Determine temporary construction related impacts to traffic and neighboring property, access, noise, and identify potential mitigation measures.
- Using the Institute of Sustainable Infrastructure (ISI) Envision Rating System, score and rate the project; based on the Envision Rating System score, provide additional analysis/action to increase the score.
- Prepare a 60% design with an estimate of costs and specification of final right-of-way requirements.
- If applicable, design and plans should be consistent with UDOT guidelines and standards. Consultant will coordinate the UDOT encroachment permit process.

#### Task 3: Final Engineering Design (Plan in Hand)

- Incorporate resolved preliminary design comments into final design.
- Provide geotechnical and subsurface utility investigations.
- Prepare final construction drawings and specifications and an updated engineer's estimate of construction costs, including contingency.
- Prepare Storm Water Pollution Prevention Plan and obtain USACE 401 and/or 404 and UPDES permits, if required.
- Prepare documents for submission to the EPA and Natural Resource Trustees, if required.

#### Task 4: PS&E Stage

- Prepare bidding and contract documents.

#### Task 5: Staff Coordination and Stakeholder Engagement

- Arrange and conduct meetings with PCMC staff at major project milestones, i.e., project scoping, 30% design, 60% design, and final design.
- Conduct up to three (3) additional meetings with PCMC staff, as required.
- Arrange and conduct up to four (4) meetings with project stakeholders and City Council at major project milestones, i.e., project scoping, 30% design, 60% design, and final design.

## Task 6: Optional Add-On Task – Construction Administration

The City may add construction administration as an additional task.

### **IV. Project Timeline**

It is anticipated the design package will be ready for bidding purposes by April 2019. Consultant may propose a specific schedule in their proposal.

### **V. Proposal Requirements**

- a. Proposals shall be limited to five (5) pages. A page is defined as a single sided 8.5" x 11" sized page that contains legible text, pictures, tables, graphs, and other graphics. Page limitation does not include:
  1. Cover page.
  2. Cover letter.
  3. Back cover.
  4. Any exceptions to the standard contract as discussed in Section VI; and/or
  5. The fee quotation in a separate envelope.
  
- b. Proposals shall include the following information:
  1. Name, address, email, and telephone number of the firm.
  2. A statement of understanding regarding the project and a general description of proposed approach, including innovative and sustainable concept design ideas.
  3. A schedule outlining required tasks and any permits necessary for completion of the project, including a schedule for required field work.
  4. Names, titles, and previous work experience of the personnel that would be assigned to the project.
  5. 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, the proposer agrees 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 Proposals.
  6. If proposer 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.
  7. Fee Quotation. Proposed fee in a separate sealed envelope including a fee breakdown for each task/phase of the project. If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.

8. 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.
9. Proposals shall not contain URL references or digital links to additional information.
10. Exceptions. Any exceptions to standard Park City Professional Services Agreement contract as noted in Section VI.

**Proposals lacking required information will not be considered.**

## **VI. Design Professional Services Agreement**

Park City will enter into a Design Professional Services Agreement with the selected proposer (offeror). A sample of the agreement is attached hereto as Exhibit B and made a part hereof. The offeror selected to provide the services/products shall be required to enter into a written agreement in substantially the form as shown in the attached standard agreement, which shall be the basic form used to develop the final agreement.

Submittal of an offeror's proposal acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the sample agreement, as the selected offeror will be required to comply with its requirements.

Any service provider who contracts with PCMC is required to have a valid Park City business license.

**If offeror takes exception to any term or condition set forth in this Request for Proposals (RFP) and/or the sample agreement and any of its exhibits and attachments, said exceptions must be clearly identified as an attachment to the proposal. Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.**

**ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION WITH THE PROPOSAL. PARK CITY MAY, AT ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.**

## **VII. Information to be Submitted**

To be considered, proposals must include:

- One (1) electronic copy of proposal in a .pdf format on USB drive or other drive. Electronic copies are not to be emailed or delivered via a drop box system.

- Three (3) printed hard copies of the proposal.
- One (1) sealed fee quotation (in a separate envelope) marked clearly with Firm Name and the words “Fee Quotation”.

**Via Courier or Hand Delivery:**

Park City Municipal Corporation  
445 Marsac Avenue  
Park City, UT 84060  
Attn: Julia Collins

**Via USPS:**

Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060  
Attn: Julia Collins

**VIII. Preparation of Proposals**

Failure to Read. Failure to read the Request for Proposals and these instructions will be at the offeror's own risk.

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.

**IX. Selection Process**

1. A selection committee of City Engineering and Transportation Planning staff will review the Proposals based on the information provided. Park City will select a proposal and award a contract on the dates indicated in Section XI Selection Schedule.
2. Park City reserves the right to conduct interviews if needed to make an informed selection.
3. Price will not be the sole deciding factor. The City will negotiate the final cost for the services with the selected consultant.
4. 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 Proposals.
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. Proposals will be good for sixty (60) days.

## X. 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%)
  - Overall firm and staff experience.
  - Ability to deliver a quality product within reasonable financial parameters.
2. Project approach (30%)
  - Firm's project approach to the requested scope of services.
  - Schedule and timeline in providing the desired services/product.
3. Innovative design concepts (15%)
  - Past experience and capability in delivering design concepts that incorporate sustainable design elements and plan for future transportation trends.
  - Familiarity with Institute of Sustainable Infrastructure (ISI) guidelines.
4. Meeting City needs (15%)
  - Ability to deliver a quality, context-sensitive design consistent with the City's multimodal transportation goals.
  - The nature and extent of requested changes to the City's standard contract (Exhibit B) (i.e., unwillingness to comply with our insurance/indemnity provisions) counts against an offeror).

## XI. Submittal Deadline and Selection Schedule

The selection process will proceed on the following schedule:

Date	Activity
Monday, July 02, 2018	Solicitation Advertisement/RFP posted on Park City website.
Friday July 6, 2018	All questions shall be submitted in writing via email or fax to Julia Collins, (436) 615-4901 or Julia.Collins@parkcity.org by 5:00 p.m. MST.
<b>Friday, July 20, 2018</b>	<b>Electronic and hard copies of proposals are due by 5:00 PM.</b>
Wednesday, July 25, 2018	Park City Selection Team Meeting
Friday, July 27, 2018	Consultant Selection
Thursday, August 30, 2018	Anticipated date for Park City Council Award of Contract

## XII. 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 this Request for Proposals and/or the 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 RFP. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technical defect in RFPs 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 (Exhibit "B"). 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 RFPs, evaluation, and selection procedures, and any records created during the evaluation and selection process will remain nonpublic records until a contract has been executed by all necessary officials of the Consultant.

EXHIBIT "A"  
QUINN'S JUNCTION PARK AND RIDE MAPS

General Location Map

Source (publicly available): <http://maps.summitcounty.org/flexviewers/countymap/>

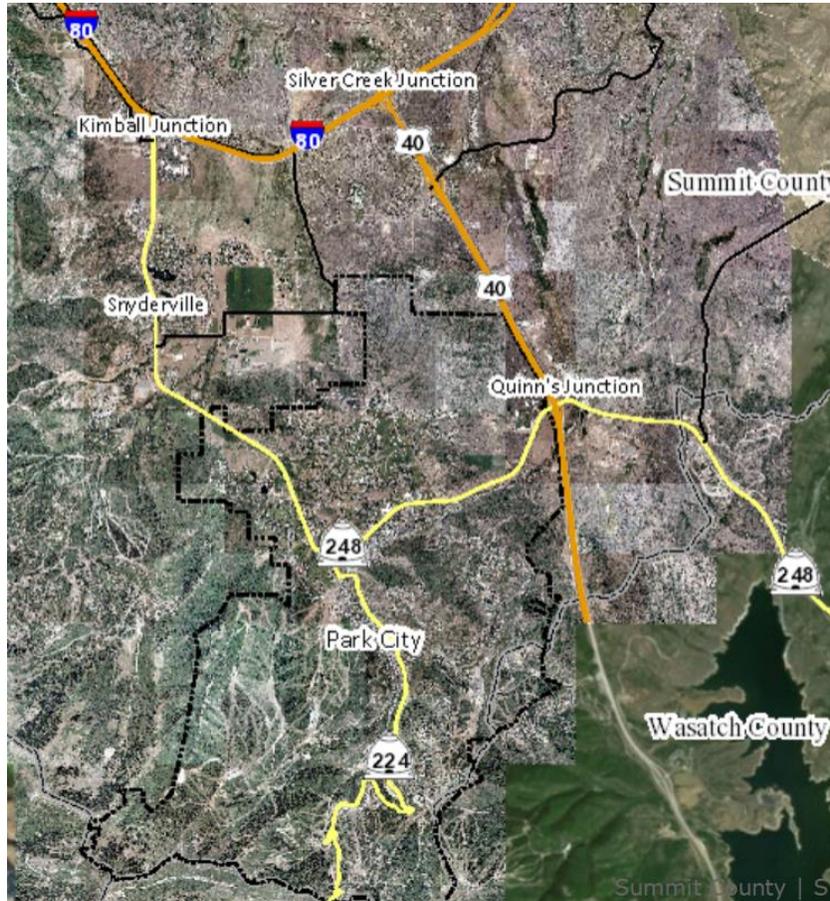
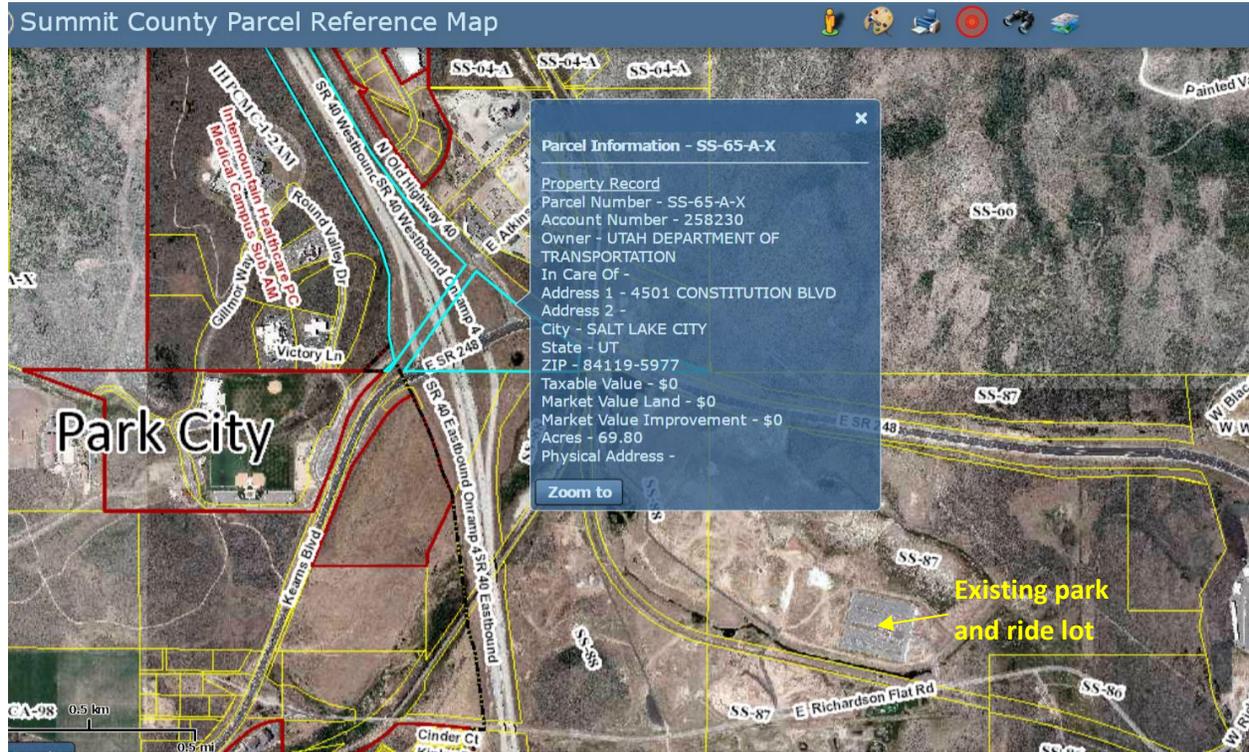


EXHIBIT "A" (Continued)  
QUINN'S JUNCTION PARK AND RIDE MAPS

Potential Site: Parcel SS-65-A-X



**PARK CITY MUNICIPAL CORPORATION  
DESIGN PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and \_\_\_\_\_, a \_\_\_\_\_, ("Design Professional"), collectively, the City and the Design Professional 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 Design Professional represents that the Design Professional 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 Design Professional 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 Design Professional 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 Design Professional except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Design Professional 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 Design Professional 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 Design Professional 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 Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional'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 Design Professional 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 Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional 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 Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional 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 Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional 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 Design Professional 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. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.**

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

**7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.**

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including 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 (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.

- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. 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 to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.
- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional'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 Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional 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.
- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse 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.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the

nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.

- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. INSURANCE.**

The Design Professional 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 Design Professional, their agents, representatives, employees, or subcontractors. The Design Professional shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Design Professional 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 Design Professional 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 Design Professional 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, Design Professional 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 Design Professional'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 Design Professional pursuant to this Agreement (contingent on City's performance hereunder).

**10. COMPLIANCE WITH LAWS AND WARRANTIES.**

A. The Design Professional, 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 Design Professional is required to have a valid Park City business license.

C. The Design Professional 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 Design Professional shall register and participate in E-Verify, or equivalent program. The Design Professional 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. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional 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, Design Professional will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Design Professional 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. Design Professional will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Professional shall promptly submit a termination claim to the City. If the Design Professional has any property in its possession belonging to the City, the Design Professional will account for the same, and dispose of it in a manner directed by the City.
- B. If the Design Professional fails to perform in the manner called for in this Agreement, or if the Design Professional 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 Design Professional setting forth the manner in which the Design Professional is in default. The Design Professional 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.

**18. 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.

**19. 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.

**20. 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

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Diane Foster, City Manager

Attest:

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City Recorder's Office

Approved as to form:

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City Attorney's Office

**DESIGN PROFESSIONAL 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 \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (*title or office*) of \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company).

\_\_\_\_\_  
Notary Public