

**Park City Municipal Corporation**

**NOTICE**

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

**SPECIAL EVENT & PEAK TIME PERIOD TRANSPORTATION OPERATIONS AND PERSONNEL**

- PROPOSALS DUE:** By Monday, August 19, 2019, at 5:00 p.m.
- PROJECT NAME:** **Special Event & Peak Time Period Transportation Operations and Personnel**
- RFP AVAILABLE:** By Monday, August 5, 2019, at 5:00 p.m.
- PROJECT LOCATION:** Various locations inside Park City, Utah city limits
- PROJECT DESCRIPTION:** Provide event operations management and personnel for special events and peak time periods including bollard installation, pedestrian management, parking enforcement and services, taxi management and residential management
- OWNER:** Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060
- CONTACT:** Chris Phinney – Special Events Coordinator  
Park City Municipal Corporation  
[chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org)
- QUESTIONS:** **All questions shall be submitted in writing to Chris Phinney, via email to: [chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org) by 5:00 p.m., Wednesday, August 14, 2019.** Responses will be returned and posted by 5:00 p.m. on **Friday, August 16, 2019**. Any questions that are submitted and deemed applicable to all applicants will be posted on the Park City website with the answer. The questions and answers can be found at [www.parkcity.org](http://www.parkcity.org) under the RFP section.

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

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

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## I. INTRODUCTION

Park City regularly hosts large-scale events and festivals year-round: additional event operations management and personnel are often required to facilitate event operations and mitigate event impacts. Events include but are not limited to: Sundance Film Festival, Park Silly Sunday Market, Savor the Summit, Park City Fourth of July Celebration, Park City Kimball Arts Festival, Tour of Utah, Miners' Day and Halloween. Operational tasks will include bollard installation, pedestrian management, parking enforcement and services, taxi management and residential management. The Service Provider will work with direction and oversight from City staff. Experience in providing such services at large scale municipal special events is desired.

## II. Scope of Project

Supplying event operations management and provide personnel for tasks to include bollard installation, pedestrian management, parking enforcement and services, taxi management and residential management for several events in Park City on residential streets throughout the year. Events include but are not limited to: Sundance Film Festival, Park Silly Sunday Market, Savor the Summit, Park City Fourth of July, Park City Art Festival, Tour of Utah, Miners Day and Halloween. The contract will be awarded for the 2019 event season with an option for 2 additional years and will include up to 7,500 hours of service annually for the first year for a fixed hourly cost.

The scope for this project is attached as [Exhibit A](#) and incorporated herein. The Service Provider shall work with City Staff on all matters of the project with oversight and management by City staff.

Additive Alternative:

The Service Provider shall provide the tasks written in the "Scope of Services". Additional tasks, peak time periods, and special events may be added. These additions, if outside the agreed upon total proposed fee schedule of hours and fees, will be provided and paid based on the hourly rate established in the proposed fee schedule, are subject to the Park City Municipal procurement and purchasing policies, and shall be approved in advance in writing by Park City Municipal Corporation.

## III. Funding

The selected Service Provider will be required to provide all labor, supervision, materials, supplies, transportation, equipment and services necessary to assume overall responsibility for completion of the Scope of Project. All submissions must include a proposed budget or fee schedule. The proposed budget or fee schedule must include all costs, including performance of the services specified. The contract will be awarded for one year with an option for 2 additional years through October of 2022 and will include up to 7,500 hours of service annually for the first year for a fixed hourly cost.

## IV. Content of Proposal

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

### Proposal Criteria:

Proposals will be evaluated on the selection criteria and proposal requirements listed below. Proposals shall be limited to no more than twenty (20) numbered pages.

### Proposal Requirements

- The Special Events will take place on the following dates:
  - **Sundance Film Festival** – Thursday, January 23, 2020, through Sunday, February 2, 2020;
  - **Fourth of July Celebration** – Saturday, July 4, 2020;
  - **Park City Arts Festival** – Friday, August 2, 2019, through Sunday, August 4, 2019;
  - **Tour of Utah** – Sunday, August 17, 2019;
  - **Miners' Day Celebration** – Monday, September 2, 2019; and
  - **Halloween on Main** – Thursday, October 31, 2019.
  
- Physical demands are required for this project. While performing the duties of this job, the Service Provider is frequently required to sit, stand, walk, run, talk and hear. Additionally, they are required to use hands to handle or operate objects, controls or tools. The Service Provider must occasionally be able to lift and or move more than 40 pounds.
- The physical demands and work environments described herein are representative of those that must be met by the Service Provider to successfully perform the essential functions of the project. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Accommodations will be examined on a case-by-case basis.
- Work is performed both in a climate controlled office setting, as well as performed in vehicles and outdoor settings, in all weather and temperature conditions. The work performed will require small amounts of travel to and from meetings, trainings, or public engagements. The tasks may involve periodic stressful situations.
- The Service Provider must act professionally. They are responsible for answering emails and phone calls in a timely manner. The Service Provider will use their own personal cell phone, computer, and email for tasks as outlined in the scope.
- The Service Provider will coordinate directly with the City staff for the project. The selected Service Provider should be prepared to demonstrate a willingness to work collaboratively with a large team comprised of both City staff and community partners. This should include the ability to establish and maintain effective working relationships with employees, other divisions, and the public with effective communications (both oral and written).
- The Service Provider must have the ability to work independently and handle multiple tasks simultaneously, as well as the ability to organize projects, manage vendors, meet deadlines, and coordinate between various individuals is required.
- Applicants must meet all Park City Municipal Insurance Requirements as outlined in the Park City Municipal Corporation Service Provider/Professional Service Agreement, which is included as [Exhibit "B"](#) and incorporated herein.
- Applicants must meet all Federal and State employer requirements.
- Applicants must include all expected equipment costs in bid.
- Applicants must include statement of what type of training employees receive.

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Applicants must include all overtime rates and miscellaneous costs in bid.
- Applicants must include all cost for personnel hourly rates.
- Applicants must include all costs and explanations of costs of any management or administrative fees.
- Applicants must include a summary of the training given to applicant employees.
- Applicant must include a statement of experience providing these services including the size of the other events.
- Applicants must include their ability to provide extra personnel if needed.
- Applicants must provide safety vests approved by the Park City Special Events Department, to be worn by the Service Provider employees at all times while on duty.
- Applicant must supply lighted wands/baton for each employee on duty as approved by the Park City Special Events Department
- Applicant must provide a sample of the uniform required to be worn by employees, in which the Service Provider's employees may be performing work in extreme conditions including cold and sun.
- Applicant must provide a description of how they will provide breaks and oversight management to their employees.

### **Selection Criteria:**

Proposals will be judged on practical terms such as:

- Clarity of proposal and thoroughness of response (completeness of package).
- Experience needed to undertake the coordination and execution of the project within the aggressive timeline. This includes the ability to work with a team of individuals including various City staff, and community-related public relation opportunities that may arise during the project.
- Professional References – Applicants are required to list and provide contact information for at least three (3) references.
- If utilizing third parties for completing the project, list what portion of the project will be completed by third parties and the name, if known, of the third parties.
- **The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with insurance/indemnity provision) counts against the bidder.**
- Price may not be the sole deciding factor.

The finalist(s) will be evaluated in part for their potential ability to work with the project stakeholders and their capacity to evolve significant and well integrated solutions. **Any changes to the nature of or regarding the extent of requested changes to the standard contract should be submitted in writing prior to submitting a proposal.**

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP 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 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.

### V. Selection Process

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

**Selection Committee Members:** City Staff

- **Department Staff:** Staff members from the following departments will be represented on the Selection Committee: Special Events, Economic Development, Parking Services, Public Safety, and Transportation Planning.

Finalists may be invited to interview with members of Selection Committee. The Selection Committee will recommend one (1) finalist for the project. Proposals will be evaluated on the factors listed in Section IV, Content of Proposal. The Selection Committee's recommendations and award of contracts pursuant to this RFP are conditioned upon and subject to approval by the City Council. Price may not be the sole deciding factor.

### Timeline

The schedule is contingent upon the City's project schedule and may be changed at any time.

The selection process will proceed on the following schedule:

- A. An optional pre-submission meeting will be held at 12:00 p.m. on Tuesday, August 13, 2019, at City Hall, 445 Marsac Avenue. Those who are interested in attending or participating must RSVP to Chris Phinney, [chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org), by Monday, August 12, 2019, at 5:00 p.m. MST. The pre-submission meeting is optional and not mandatory. The pre-submission meeting is subject to change based on the coordination of the Project Manager and City Staff that need to be present.
- B. Proposals must be received by Park City by 5:00 p.m. on Monday, August 19, 2019, at the Special Events Office located at 445 Marsac Avenue, Park City, Utah 84060, Attn: Chris Phinney, Special Events Coordinator. An electronic copy **must also** be submitted to [chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org) as a single PDF by 5:00 p.m. on Monday, August 19, 2019. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to [chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org) and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

electronic submission is completed prior to the deadline as stated above. Proposals lacking required information will not be considered.

- C. A selection committee comprised of City Staff, as described in Section V, will review all submitted RFPs. The selection committee will meet the week of August 19, 2019.
- D. The selection committee may find it necessary to conduct interviews. All interviews for selection process will be conducted by August 23, 2019.
- E. Award of the contract is subject to approval by City Council. It is anticipated that the contract will be awarded by August 29, 2019.
- F. The Service Provider that is awarded the contract will be required to work within an aggressive timeline. The Service Provider will complete the entirety of the project no later than November 1, 2020.

## VI. PARK CITY MUNICIPAL STANDARD SERVICE PROVIDER AGREEMENT

The selected Service Provider will be required to enter into the City's standard Service Provider/Professional Service Agreement in a form to be approved by the City Attorney's Office (attached hereto as [Exhibit "B"](#)). Interested Service Providers are advised to thoroughly read the attached sample agreement, as the selected Service Provider will be required to comply with its requirements.

**ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK'S CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.**

Any Service Provider who contracts with Park City is required to obtain a valid Park City business license.

## VII. INSURANCE REQUIREMENTS

The selected Service Provider will bear the risk of loss or damage. All insurance shall be reviewed and approved by the Park City Attorney's Office.

The coverage will provide protection for all operations by the Service Provider or any subcontractor or by anyone directly or indirectly employed by either of them.

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Service Providers are advised to thoroughly read the sample Park City Municipal Corporation Service Provider/Professional Service Agreement attached hereto as [Exhibit "B"](#), as the selected Event Planner will be required to comply with its requirements.

## VIII. SUBMISSION OF PROPOSALS

All Service Providers responding to the RFP must submit complete responses to the information requested in this section and must note any exceptions to any information contained in the RFP. Applicants shall present information in a clear and concise manner following the format listed below. Proposals lacking required information will not be considered.

### A. Proposal

1. **Cover Page:** List the Service Provider name(s), project name, contact information including, but not limited to email, phone number, and mailing address. Additional information may also include web address, social media links or other contact information.
2. **Proposal:** Describe your proposal for the project. Explain the proposed budget, schedule, process, and method. Explain how your background relates to the scope of the project as outlined in this proposal. The description must state the length of time the proposal is valid.
3. **Budget:** Project costs will be considered during selection. Include a proposed fee schedule for the project. Budget refers to all costs anticipated to be incurred by the Service Provider for the scope of the project including performance of the services specified, but not limited to labor, insurance, and materials costs.

### B. Statement of Qualifications

1. **Bio.** Information and brief resume(s) on the Service Provider.
2. **References.** Three (3) professional references (particularly if you have completed any large scale event planning). Please provide names and contact information including phone number and email.

**Interested individuals and/or firms must submit their Proposal and Statement of Qualifications by 5:00 p.m. MST, on Monday, August 19, 2019.**

Please submit one (1) set of the Proposal and Statement of Qualifications. Provide your projected budget as an attachment to your Proposal and Statement of Qualifications. To be considered, one (1) proposal must be received at the Park City Special Events Office, Attn: Chris Phinney, Special Events Coordinator, 445 Marsac Avenue, 3<sup>rd</sup> Floor, P.O. Box 1480, Park City, UT 84060 by **5:00 p.m. MST, on Monday, August 19, 2019.**

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060

AND

One (1) electronic copy must be submitted. In this instance, all electronic proposals should be saved as a single PDF and may not include any additional attachments. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to [chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org) and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. Electronic proposals with additional support documents or materials will not be accepted. **The electronic submissions must be received at [chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org) by 5:00 p.m. MST, Monday, August 19, 2019.**

Limit the response to twenty (20) pages of written material including any visual material and budget. Please be concise. The page count does not include index, dividers, or separation sheets that contain no information. Please do not place proposals in binders or binding products - you may staple or paperclip. Submit all proposals in one envelope or package.

**Proposals must be mailed or hand-delivered and submitted electronically to:**

Park City Municipal Corporation  
Attn: Chris Phinney, Special Events Coordinator  
Request for Proposal- Service Provider for  
**Special Event & Peak Time Period Operations Management and Personnel**

(hand delivery/physical location) 445 Marsac Avenue, Special Events Office- 3<sup>rd</sup> Floor  
(mailed) P.O. Box 1480, Park City, UT 84060

**AND**

[chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org)

The envelope/package must indicate the Service Provider making the submittal and be addressed as stated above. When submitting electronically, please include the project name as stated for this RFP in the subject line.

Faxed proposals will not be accepted.

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Service Provider. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Any questions concerning the submittal or the project shall be sent in written form via email inquiry to the attention of Chris Phinney, at Park City Municipal Corporation, at [chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org) by Wednesday, August 14, 2019 at 5:00 p.m. Responses will be returned and posted by Friday, August 16, 2019 at 5:00 p.m.

All questions are required to be made in writing to the above designated party. Any questions that are submitted and deemed applicable to all applicants will be posted on the Park City website with the answer. The questions and answers can be found at [www.parkcity.org](http://www.parkcity.org) under the RFP section.

### IX. PREPARATION OF PROPOSALS

- A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offerors. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

### X. PROPOSAL INFORMATION

- A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offerors.
- C. 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.
- D. No proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. 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.

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

- F. If bidder utilizes third parties for completing RFP requirements, list what portion of RFP will be completed by third parties and the name, if known, of the third party.
- G. If there is a conflict between the written and numerical amount, the written amount shall supersede

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT "A"

### SCOPE OF SERVICES

#### **Special Event & Peak Time Period Transportation Operations and Personnel**

Scope of Service includes providing the following tasks:

- I. Bollard Installation Management – Under the supervision of the Special Events and Economic Development Manager or his/her designee and in coordination with Public Safety, the Service Provider is responsible for coordinating Bollard Operations including, but not limited to:
  - Providing a Vehicle to transport bollards on city owned storage trailer from storage area to location of bollard locations.
  - Installation and removal of bollards, per event schedule and operations plan ([example plan](#)).
  - Removal of bollards during an event for emergency or other event operational needs.
  - Removal of bollards after the event including properly placing them back on the trailer and taking them to the storage facility.
  - Having materials and tools to complete installation or removal of bollards with them at all times.
  - At least one bollard installation personnel shall remain onsite for entirety of the event in the need for emergency removal per Public Safety;
  
- II. Pedestrian Management – Under the supervision of the Special Events and Economic Development Manager or his/her designee and in coordination with the Public Safety and Transportation Planning Departments, the Service Provider is responsible for coordinating pedestrian management during events, including, but not limited to:
  - Pedestrian crossing guards at road crossings determined by each event operations plan.
  - Clear and respectful communication with pedestrians and/or passersby.
  - Understanding of the position's role to help direct pedestrians safely across roadways, not control traffic or parking.
  - In winter months, with salt provided by the City, keep icy sidewalks salted at areas near manned positions.
  - If partnered with Public Safety, employees in the pedestrian management positions should follow officer's lead.
  - At no time during pedestrian management should this position be controlling traffic. This position should be controlling pedestrians and helping them cross safely.
  
- III. Residential Management – Under the supervision of the Special Events and Economic Development Program Manager or his/her designee and in coordination with Public Safety, Transportation Planning and Parking Services Departments, the Service Provider is responsible for the following:
  - Management of residential neighborhood transportation and traffic flow including restricting vehicles that do not display correct passes to get through intersection and being able to direct them to other streets, while ensuring traffic continues to flow. Staff in this position need to have an understanding of roadways and restrictions to direct traffic that is not allowed to other areas of town.
  - If these positions are supported by the Park City Police Department, the employees should follow the lead of the PCPD.
  - Understanding of traffic directions, overall transportation and parking plans for the event or peak time period.

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

IV. Parking Enforcement and Services - Under the supervision of the Special Events and Economic Development Program Manager and his/her designee and the Parking Department, the Service Provider is responsible for parking enforcement and services tasks, including, but not limited to:

- Collection of parking fees.
- Coordinating parking area entrance checkpoints.
- Coordinating parking pass area checkpoints and enforcement.
- Managing the entering and exiting of parking areas.
- Monitoring and enforcing loading/unloading activities on designated roadways.

V. Taxi/Shuttle Management - Under the supervision of the Special Events and Economic Development Program Manager and his/her designee, Parking Services and Police Department, the Service Provider is responsible for coordinating taxi management at special events, including, but not limited to:

- Managing taxi/shuttle drop and load zones per event operations plan.
- Managing and establishing permitted taxi/shuttle entrance checkpoints;
- Ensuring that those that are not allowed to park in the designated taxi/shuttle areas know how to get to where they can park.

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

EXHIBIT "B"

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

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and \_\_\_\_\_, a Utah corporation, ("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 the Special Events and Economic Development Project Manager, 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 November 1, 2020 or earlier, unless extended by mutual written agreement of the Parties. This

# PARK CITY MUNICIPAL CORPORATION

## SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Agreement, may be renewed for an additional two (2) years for 2020 and 2021, provided both parties execute written notice of consent to renew in writing by August 1 of each year thru 2020.

### **3. COMPENSATION AND METHOD OF PAYMENT.**

A. Payment for services provided hereunder shall be made as follows:  
Fifty percent (50%) of the 2019 service cost at execution of this Agreement and receipt of invoice, and the remaining amount of the 2019 service cost to be paid upon completion of services provided and receipt of invoice.

For each subsequent year, fifty percent (50%) of annual costs will be paid upon both parties extending contract and receipt of invoice, and the remaining fifty (50%) of annual payment will be made within sixty (60) days of service at the completion and receipt of invoice of annual services.

The total project maximum funds available are not to exceed \_\_\_\_\_ Dollars annually.

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 Economic Development Project Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

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.

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

**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.

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

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 negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers.

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

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 Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. 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.

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

- D. 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.
- E. 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. The Service Provider shall procure and maintain for the duration of the Agreement crime insurance or a fidelity bond covering employee dishonesty and theft with limits no less than \$500,000 per occurrence (higher if you believe the risk warrants it).

**9. TREATMENT OF ASSETS.**

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

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

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs 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

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

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, Service Provider 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. 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. Service Provider 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 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

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

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.**

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

- 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.

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

**21. ENTIRE AGREEMENT.**

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

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

**PARK CITY MUNICIPAL CORPORATION**, a  
Utah municipal corporation  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

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

**SERVICE PROVIDER NAME**

Address:  
Address:  
City, State, Zip:

Tax ID#: \_\_\_\_\_  
PC Business License# BL\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a Utah corporation.

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

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

**EXHIBIT "A"**

**SCOPE OF SERVICES**

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

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK

If additional personnel or equipment are requested by Park City, the pricing costs (as outlined in Exhibit “A” herein), will be pre-approved by the Park City Special Events Department in advance in writing, and shall not exceed the amount allowed under Paragraph 1 of the Agreement entitled “Scope of Services”.