

REQUEST FOR QUALIFICATIONS
for
GENERAL SERVICES
WATER SYSTEM AND GENERAL ENGINEERING



Park City Municipal Corporation

P.O. Box 1480

Park City, Utah 84060

Issued September 9, 2020

1. INTRODUCTION

Park City Municipal Corporation (“Park City”), located in Summit County, Utah, is soliciting written Statements of Qualifications (“SOQ”) from qualified firms (“Respondents”) for the purpose of providing General Services for General, Water, and Storm Water System Engineering.

This is a solicitation for general engineering services including water and storm water related services and is not related to any specific project. The City’s approach is to openly advertise larger projects. Selection of qualified firms to provide general services will not preclude a submittal of qualifications for specific advertised projects. The term of this request for qualifications is through June 30, 2023.

The Park City Public Utilities Department and the office of the City Engineer encourages engineering consulting firms interested in providing services to the City to submit a SOQ in accordance with the following information.

1.1. General Request for Qualifications and Submittal Information

In accordance with the City’s professional services procurement policy, the City will select a firm(s) from the submitted proposals. Subsequently, a not to exceed amount for services will be established, presented to City Council for authorization, and a Design Professional Services Agreement established. Subsequently, scoping and a fee for each assigned task will be negotiated and a Work Order authorization issued

Respondents must ensure that they have the capability, expertise, and qualifications to provide the services described in the RFQ and comply with all of the conditions set out. Failure to comply with any of the conditions may, at the discretion of the City, constitute grounds for rejection of the proposal as non-compliant. The City reserves the right to award other system engineering related work to any other firm(s).

The City reserves the right to terminate negotiations with the selected firm should the City determine it to be in the City’s best interest. The City reserves the right to reject any and all proposals submitted.

1.2. Tentative Project Schedule

The following tentative project schedule has been established for the RFQ solicitation period and the Project period. If a change in the solicitation schedule becomes necessary, all recipients of the RFQ will be notified. The Project schedule is subject to change based on contract negotiations and will only be communicated with the selected Respondent. The schedule below does not include the potential tasks described in this document but outlines the anticipated Project duration. Schedules for specific tasks will be determined at a later date.

<u>MILESTONE</u>	<u>DATE</u>
<u>RFQ Solicitation Period*</u>	
Issuance of Request for Qualifications	September 9, 2020
Deadline for Questions	September 23, 2020 – 4:00 pm (local time)
Final Questions and Responses Published	September 25, 2020
Proposal Due Date	Friday, October 2, 2020 – By 4:00 pm (local time)
Respondent Selection	October 1, 2020
Consulting Services Contract Negotiations	October 9 – October 8, 2020
City Council Contract Authorization	October 29, 2020
Consulting Services NTP	November 6, 2020
Consulting Services Contract Period	through June 30, 2023

* *The City reserves the right to change any dates, milestones, or deadlines.*

2. BACKGROUND

To assist with the preparation of a focused and responsive SOQ, this section is intended to provide Respondents with a brief background on the Park City Public Utilities Department

2.1. The Park City Public Utilities Department

Park City Public Utilities provides culinary water to approximately 5,200 residential and business connections within Park City via a water treatment, supply, and distribution system. Park City currently produces culinary water from multiple sources including treated surface water, wells, treated mine tunnel drainage, a spring (Thiriot Springs), and importation sources.

Park City Public Utilities currently maintains and operates engineering support products such as an existing hydraulic water model, SCADA system, CMMS system, Water Master Plan, Drinking Water Source Protection Plan, an AWIA required Risk Assessment and Emergency Response Plan and a Water Conservation Plan.

Park City Utilities also operates and maintains a storm water system consisting of piped and open channel conveyance networks and detention basins. Park City is a MS4 permittee.

The Engineering Division has the responsibility to coordinate, review and approve all private funded public improvements. Additionally, the Division is responsible for the planning, designing, and delivery of capital projects related to roadway reconstruction, sidewalk and curb ramp improvements, active transportation projects, and other transportation related improvements.

Additional information about Park City can be found on the City’s website at: www.parkcity.org.

2.2. Needed Assistance

Park City Public Utilities and Engineering routinely requires assistance to supplement staffing resources in the areas of water and storm water for studies, system modeling, planning and design, asset repair/renewal/replacement, and construction related services.

3. ANTICIPATED SERVICES

It is anticipated that one or more firms may be selected, based on the qualifications and expertise of the Respondents, to provide expertise and engineering services when the City identifies its available resources are exceeded.

3.1 Areas of Interest

Areas where assistance may be required include:

- Water Resources & Conservation
- Infrastructure Engineering, Distribution System
- Water Quality including Source Protection
- Asset Management
- Construction Services
- Survey Services
- Instrumentation & Controls
- AWIA required Risk Assessment & Emergency Response Plan
- Roadway/Pavement/Active Transportation/Sidewalk/Curb Ramp Design Services

Respondents will be expected to be experienced in any or all of the categories as indicated in its Statement of Qualification.

3.2 Tentative Services

The scope of services set forth in this RFQ represents an outline of the work that the City anticipates the successful Respondent(s) may be requested to perform associated with each of the areas of interest categories, and is presented for the primary purpose of allowing the City to evaluate proposals. A scope of services will be developed with the selected Respondent(s) and associated fees negotiated with each specified requested task and associated services.

Below is a brief description of the services typical to each listed area of interest. The items contained within each category are not comprehensive and the City reserves the right to add related services as necessary.

Water Resources and Conservation

- Water Resources Conservation reporting;
- Irrigation systems, ditches and control structures;
- Small hydraulic structures and analysis;
- Water loss analysis program; and

- Water conservation related assistance.

Infrastructure Engineering

- Studies and evaluations;
- Economic analysis and value engineering;
- Master Planning;
- Design review for proposed private development;
- Modeling and hydraulic analysis;
- Storage and pumping studies;
- Technical specifications and details revisions;
- Infrastructure design: including small diameter pipelines, pressure reducing stations, metering stations, booster stations and appurtenances; cost estimating; and drinking water well rehabilitation;
- General program management e.g., development of project schedules, budgets and implementation plans for upcoming individual water projects and various other asset management related projects;
- Assist in preparation of Drinking Water Source Protection Plan update; and
- Impact Fee support including preparation of Impact Fee Analysis and support for Impact Fee Financial Analysis documents.

Water Quality

- Studies and regulatory compliance support; and
- Update Groundwater source protection plan.

Asset Management

- Condition assessment; and
- Preparation of asset management and work management plans.

Construction Services

- Construction administration, management, and inspection.

Survey Services

- Topographic and existing conditions survey, legal descriptions, as-built surveying, and GIS / GPS assistance (aerial mapping is not included in this RFQ).

Instrumentation and Controls

- Instrumentation, control systems, and associated telemetry.

IWIA Required Risk Assessment and Emergency Response Plan

- Develop EPA required water system Risk Assessment; and
- Update EPA required Emergency Response Plan.

General Engineering Services

- Prepare roadway/sidewalk/active transportation geometric approval drawings;
- Prepare estimated costs for capital projects; and

- Provide analysis and documents to a complete scope of work for general engineering projects.

3.3 Proposed Rates and Fees

Respondents shall provide in the proposal proposed billing hourly rates and rates for reimbursables and other direct costs for the Respondent's services.

4. STATEMENT OF QUALIFICATIONS ADMINISTRATION

This section contains the instructions on how to submit a Statement of Qualifications in response to this RFQ.

4.1. Inquiries

Questions must be submitted in writing and received no later than the date outlined in the schedule above. Email inquiries are strongly encouraged. Questions concerning this request for qualifications should be submitted to:

Park City Municipal Corporation
Attention: Clint McAfee, Public Utilities Director
P.O. Box 1480
Park City, UT 84060
clint.mcafee@parkcity.org (e-mail)

Any interpretation of the documents will be made by Addendum duly issued. Verbal answers, oral explanations, or instructions given before the award of the contract, or at any time will not be binding on the City. Addenda shall be issued within a reasonable time, but not less than two (2) working days prior to receipt of Statement Of Qualifications.

4.2. Submittal Delivery

- A. To be considered, submit two (2) bound hard copies of your Proposal, and one (1) electronic PDF copy on a USB Flash Memory Device, in a sealed envelope clearly marked:

“STATEMENT OF QUALIFICATIONS FOR GENERAL WATER SYSTEM ENGINEERING SERVICES”

To: Park City Municipal Corporation
ATTENTION: Clint McAfee, Public Utilities Director
1053 Iron Horse Drive
Park City, Utah 84060

- B. Statements of Qualification must be received at the Park City Public Works Building, 1053 Iron Horse Drive, Park City, UT 84060, by **the date outlined in the schedule above.**

If submitting by mail, submit to:

Park City Municipal Corporation
ATTENTION: Public Utilities Department, Clint McAfee
P.O. Box 1480

Park City, Utah 84060

If submitting by package carrier, submit to:

Park City Municipal Corporation.
ATTENTION: Public Utilities Department, Clint McAfee
1053 Iron Horse Drive
Park City, Utah 84060

IN THE ABSENCE OF PROJECT MANAGER, PROPOSALS SHOULD BE DROPPED OFF TO THE CITY RECORDER LOCATED AT 445 MARSAC AVENUE, THIRD FLOOR – EXECUTIVE DEPARTMENT, PARK CITY, UT 84060.

- C. **Email and facsimile submittals will not be accepted.** Park City assumes no responsibility for delayed or undelivered mail or express packages. Additionally, the use of a FTP site to download the SOQ/Proposal will not be considered responsive. Statements of Qualification which are not delivered to Park City by the above specified time and date will not be considered.

4.3. RFQ Cancellation and Amendments

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFQ and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all Statements of Qualification submitted pursuant to this Request for Qualifications. 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 Statements of Qualifications received when in the best interest of the City.

If the RFQ is amended, the City will send an addendum to all parties who requested the RFQ and will also post it on the City's website

4.4. Errors

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the Respondent shall immediately notify the contact person at the City of such error in writing and request modification or clarification of the document. Modifications or clarifications resulting from this notice will be issued as addendums without divulging the source of the request for clarification. The City shall not be responsible for failure to correct errors.

4.5. Modifying or Withdrawal of Requests for Qualification

A Respondent may, by letter to the contact person at the City, withdraw or modify a submitted RFQ before the deadline to submit an RFQ. A SOQ cannot be modified after that date and time, but a SOQ may still be withdrawn. A SOQ cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the RFQ: "This SOQ is valid for one hundred twenty (120) days."

4.6. Immaterial Defect

The City may waive any immaterial defect or deviation contained in a Respondent's SOQ. The City's waiver shall in no way modify the SOQ or excuse the successful Respondent from full compliance.

4.7. Preparation of SOQ

- A. Failure to Read. Failure to read the Request for Qualifications and these instructions will be at the Respondent's own risk.
- B. Cost of Developing Proposals. All costs related to developing, preparing, submitting, and/or in providing oral or written clarification of the SOQ in response to this solicitation and any related activities are the sole responsibility of the Respondent. The City assumes no liability for any costs incurred by Respondents throughout the entire selection process. The Respondent is also responsible for any travel costs associated with participating in this RFQ.

4.8. Confidentiality

All responses, inquiries, and correspondence relating to this RFQ and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Respondent that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended

Any material considered by the Respondent to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFQ is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Section 63-2-309 of the Government Records Access and Management Act, if the Respondent makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Respondent of such determination. The Respondent is entitled under the Government Records Access and Management Act to appeal an adverse determination. The City is not obligated to notify the Respondent of a request, and will not consider a claim of confidentiality, unless the Respondent's claim of confidentiality is made in a timely basis and in accordance with the Government Records Access and Management Act.

4.9 Protests

Respondents are directed to the Appeals Procedure contained in City's Contracting and Purchasing Policy.

4.10 Requests for Debriefing

An unsuccessful Respondent may submit to the City a GRAMA request form to review the technical evaluation proposal file after the contract award.

4.11 Additional RFQ Conditions

- A. Discussions with Respondents. The City reserves the right to enter into discussions with the Respondent(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the Respondent whose RFQ 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 Respondent of the next highest ranked Proposal without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all Respondents are treated fairly and equally throughout the entire advertisement, evaluation and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. The City's policy, subject to federal, state, and local procurement laws, is to provide reasonable attempts to support City businesses by purchasing goods and services through local vendors and service providers.
- C. Proposal Ownership. All SOQs, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the Respondents.
- D. Rejection of SOQs. The City reserves the right to reject any or all SOQs received and disqualify incomplete or late proposals. 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 SOQ 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. Respondents may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFQ.
- E. Scope of Services. The City reserves the right to change the nature or scope of the Project generally described in the RFQ without the need to repeat the formal solicitation process.
- F. Award. The City reserves the right not to make an award, to make multiple awards, or to make a partial award. Award of contract is subject to approval by City Council.
- G. The City reserves the right to take any steps deemed necessary to act in the City's best interest.

5. SOQ REQUIRMENTS AND CONTENTS

5.1. General

The response should include the following key elements in accordance with the instructions and requirements set out in this RFQ. Park City is interested in responses that specifically illustrate qualifications, abilities, and experience of personnel to perform services in the areas of interest as identified in Section 3 and in this RFQ.

Respondents should be aware that the requested information and requirements stated in this RFQ are minimum requirements. Respondents are responsible for reviewing the Project and scope, as included in this RFQ, and proposing a team to address the needs presented. Respondents are encouraged to make additions that they believe will further assist the City in reaching its objectives.

5.2. SOQ Format

The response to this RFQ should be as concise as possible while adhering to the format and information requirements described below. SOQs should be prepared simply and economically, providing a straightforward, concise description of Respondent's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of the content. Special bindings are not desired and double sided printing is preferred. Any page limits identified do not include table of contents, dividers, etc., 11" x 17" pages are allowed for charts and figures only, and will be counted as a single page.

Organize SOQ as Follows. SOQs not organized as outlined below, not containing the information specified, or not containing sufficient detail may receive a lower rating when evaluated.

PART 1 - Administrative Response

- Section A. Letter of Introduction
- Section B. Client References
- Section C. Insurance and Design Professional Services Agreement Requirements
- Section D. Rate Structure, Reimbursable, and Other Direct Costs

PART 2 - Technical Response

- Section A. Identify Specific Services Proposed to be Provided by the Respondent
- Section B. Organization and Key Personnel
- Section C. Summary

PART 3 - Attachments

- Attachment 1 Proof of Insurance (Acord Form)
- Attachment 2 Proof of Worker's Compensation Insurance
- Attachment 3 Resumes - Key Team Members

PART 1 - Administrative Response

Respondents shall provide sufficient information in the SOQ to enable the City to understand and evaluate the Respondent's approach to providing the services described in this RFQ. At a minimum, each SOQ shall respond to the following requirements which are listed below and further described in the following paragraphs:

A. LETTER OF INTRODUCTION

Two (2) Page Limit.

Please provide a letter of introduction that briefly:

1. States proposal interest in the GENERAL SERVICES - WATER SYSTEM ENGINEERING.
2. Acknowledges receipt of RFQ addenda, if any.
3. Identifies name of the Respondent firm and provides the location of the office that will be primarily responsible for the work.
4. Identifies the Project Manager in your organization (provide address, telephone number, and email address) for future correspondence on this Project.
5. Includes the signature of a person authorized to bind the offering organization to the terms of the proposal.
6. Includes Federal tax ID number and state of incorporation
7. States that the SOQ includes all terms and conditions of the RFQ.
8. Contains a statement to the effect that the SOQ shall remain valid for a period of not less than one hundred twenty (120) days from the SOQ due date.
9. Contains a statement certifying that there is no known conflict of interest.
10. Acknowledgment that the Respondent is required to have, and has or will secure as a condition of award, a current Park City business license.

The Respondent may use this section to introduce the SOQ submittal and/or to summarize the key provisions of the submittal.

B. CLIENT REFERENCES

One (1) Page Limit

Provide at least two (2) client references of similar projects per each area of interest. Include phone and email contact information.

C. INSURANCES AND DESIGN PROFESSIONAL SERVICES AGREEMENT REQUIREMENTS

Page Limit as necessary to address identified items.

Provide the following items in the SOQ:

1. Proof of insurance as outlined in the SAMPLE Design Professional Services Agreement (**Exhibit "A" to the RFQ**) and written affirmation that the firm will comply with the insurance requirements outlined in the SAMPLE Design Professional Services Agreement for all aspects of the Project. Failure to obtain and supply proof of the required

coverages in the form required by City can result in the delay of contract award and/or commencement of the work.

2. Proof of coverage by Workers' Compensation Insurance or exemption.
3. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy. An Equal Opportunity Employer and being otherwise qualified by law to enter into the design professional services agreement.

4. **Design Professional Services Agreement**

- a. Park City Municipal Corporation (City) is expecting to enter into Design Professional Services Agreements with the selected Respondents as required to complete the Projects. A sample of the agreement is provided in **Exhibit "A" to the RFQ**. The Respondent selected to provide the services shall be required to enter into a written agreement in substantially the form as shown in the attached sample agreement which shall be the basic form used to develop the final agreement.
- b. Signature on a Respondent's response to the RFQ acknowledges that the Respondent is willing to enter into the agreement if awarded the contract. Respondents are advised to read thoroughly the sample agreement as the selected Respondent will be required to comply with its requirements.
- c. **If Respondent takes exception to any term or condition set forth in this RFQ and/or the sample agreements and any of its exhibits and attachments said exceptions must be clearly identified in the response to this RFQ. 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 SOQ/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.**
- d. **Said exceptions and accepted resolutions must be clearly identified in the response to this RFQ. Exceptions or deviations to any of the terms and conditions must be submitted as an attachment accompanying offeror's proposal and identified as "Exceptions." The City shall be the sole determiner of the acceptability of any exception. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with our insurance/indemnity provision counts against a Responder). Such exceptions shall be considered in the evaluation and the award processes.**
- e. It is the City's express desire to enter into a design professional services agreement which includes all services necessary for this project, whether or not the services are specifically outlined in this RFQ.

D. RATE STRUCTURE, REIMBURSIBLES, AND OTHER DIRECT COSTS

Page Limit as necessary to address identified items.

Provide the following items in the SOQ:

1. **Rate Structure:** The City is interested in the Respondent's rate structure. Provide:
 - a. Hourly charge-out rate table for all anticipated personnel classifications, in proposed year 2020 hourly rates.
 - b. Adjustments in rates and initiation dates predicted to occur during the Project: Annual wage escalation will be limited to the Consumer Price Index (Western States), and not to exceed three percent (3%).
2. **Reimbursable and Other Direct Costs:** The City is interested in the Respondent's proposed items to be identified as reimbursable and other direct costs. Provide:
 - a. Include any indirect charges and expenses, mark-ups, etc.
 - b. Include on-site associated charges, i.e. travel time (from what location), vehicle expenses, etc.
 - c. Include any proposed mark-up for sub-consultant and subcontractor fees.

PART 2 - Technical Response

Respondents shall provide sufficient information to enable the City to understand and evaluate the Respondent's approach to providing the services described in this RFQ. At a minimum, each SOQ shall respond to the following requirements which are listed below and further described in the following paragraphs:

A. IDENTIFY SERVICES PROPOSED TO BE PROVIDED BY THE RESPONDENT

One (1) Page Limit.

From the information listed in Section 3 of the RFQ, provide a list of services the Respondent is qualified to perform and desires to be considered for under the SOQ. The list shall be consistent with the "Areas of Interest" identified in Section 3.1.

B. ORGANIZATION & KEY PERSONNEL

Three (3) Page Limit.

Provide the following information about the Respondent's key personnel available to participate in assigned tasks:

1. **Organization**
 - a. Indicate location of Project Office and Project Manager – Describe proximity of Consultant's Project Office and Project Manager.
 - b. The responsible professional engineer shall be licensed in the State of Utah.

2. **Key Personnel**

Respondents are responsible for reviewing the Project information, as included in this RFQ, and proposing personnel to address the needs presented. For key personnel:

- a. Identify the personnel that will be available for key tasks.
- b. Provide a brief biography and highlight special qualifications, including:
 - i. Total years of experience, including number of years with the current firm.
 - ii. All current applicable registrations, accreditations and/or certificates.
 - iii. The individual's qualifications, relevant work assignments, etc.

Resumes pages provided in an appendix do not count against the allowable page limit.

If Respondent utilizes third parties for completing RFQ requirements, list what portion of the RFQ will be completed by third parties and the name, if known, of the third party.

C. SUMMARY

Two (2) Page Limit.

Summarize your submittal and add any other comments that you feel would make your firm (team) uniquely qualified to participate in this project. In other words, why should we hire your firm (team)?

1. Special Resources. A description of special resources or capabilities your organization could employ on the work that would enhance the value your organization would bring to Park City Water.
2. Other Supporting Material. Information considered by the Respondent to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be provided to support the RFQ. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; supporting material should be relevant and brief. Respondents are encouraged to add to their SOQ any key scope elements that they believe will enhance the project's success and best utilize their firm's experience and expertise. Keep in mind that the City prefers to receive clear, concise, and complete information devoid of excess promotional material.

6. STATEMENT OF QUALIFICATIONS EVALUATION PROCESS AND CRITERIA

An Evaluation Committee, established by the City, will review the submitted SOQs, rank them according to the following evaluation criteria, and make a selection. This section describes the process and criteria by which the Evaluation Committee will evaluate the SOQ. The evaluation process steps and criteria are as follows:

A. Administrative and Completeness Screening (Mandatory)

Each SOQ will be screened for compliance with the Administrative Screening Criteria below. The Evaluation Committee will evaluate each SOQ to determine its responsiveness to these requirements. SOQs that fail or do not fully comply with any of the Administrative and Completeness Screening Criteria shall be disqualified and eliminated from further evaluation.

1. SOQs must be received by the exact time and date set and at the stated location for receipt of SOQs.
2. SOQ must include all properly executed Administrative Response items.
3. SOQ must not contain false or intentionally misleading statements or references that do not support an attribute or condition contended by the Respondent.
4. SOQ must not be intended to erroneously and fallaciously mislead the City in its evaluation of the SOQ and the attribute, condition, or capability as a requirement of this RFQ.
5. SOQ must not have a conflict of interest as stated in this RFQ.
6. SOQ must not contain confidential information or contain any portion marked confidential, unless otherwise expressly stated and allowed in the RFQ.
7. Respondent must agree to the terms and conditions as attached to the SOQ. By submission of a signed SOQ, Respondent indicates acceptance with the terms and conditions.
8. Respondent must not state anywhere in the SOQ that acceptance is based on modifications to those terms and conditions or separate terms and conditions.

B. Grounds to Reject a SOQ

In addition to the Administrative Screening Criteria identified above, the City reserves the right to reject a SOQ if:

1. The SOQ is unsigned.
2. The SOQ is not prepared in the format described.
3. The Respondent has submitted multiple SOQs.
4. The SOQ does not literally comply or contains caveats that conflict with the SOQ and the variation or deviation is material, or it is otherwise non-responsive.

C. Evaluation of Statement of Qualifications

Submitted SOQs will be considered for up to twelve (12) months after the submittal due date. The Evaluation Committee will review and score all remaining SOQs based on the Evaluation Criteria identified in this RFQ. The preliminary technical score for each SOQ will be the average of the combined scores of all Evaluation Committee members.

1. Ranking a Statement of Qualification

- a. After each SOQ is scored, it will be placed on a list, in rank order, with the highest scoring SOQ placed first and the remainder in descending order based on score.
- b. If a top-ranked SOQ cannot be selected based solely on the SOQs submitted or if additional clarification of SOQs is required, up to three (3) Respondents submitting the most highly rated proposal may be invited for interviews. Any necessary clarification will be sought at this time.

2. Notice

Approximately two (2) business days before the time scheduled for discussions, the City will notify all Respondents indicating whether they will be invited to participate in the interview process, if required.

3. Interviews

- a. If applicable, respondents invited to participate in the interview will be scored by the Evaluation Committee on their response. The Evaluation Committee may use patterned questions and/or questions specific to the SOQ to conduct these interviews. The Evaluation Committee may provide the Respondents with a copy of the questions and/or issues to be addressed and a format for structured discussions.
- b. Respondents should anticipate travel to the City for the discussions. The Respondent is responsible for any travel costs associated with participating in interviews. **At the discretion of the City, discussions may be held via conference call or web-ex.** The Project Manager is required to participate in the interview.
- c. During this process, shortlisted Respondents may be requested to update their SOQ in line with any discussions that have occurred and present a “final” SOQ based upon the updated SOQ information.
- d. Upon completion of the interviews, the Evaluation Committee may make adjustments to the preliminary scores and re-rank the SOQs. From the Respondents with which discussions are held, the Evaluation Committee intends to select, based upon the established criteria, the Respondent who is deemed to be the most highly qualified to provide the required services.

D. Notice of Selection

Subsequent to the SOW evaluations and the interviews with Respondents, the City will notify the top-scoping Respondent(s) and may post a “Notice of Selection” on the City’s website.

E. Negotiations

Subsequent to the issuance of the Notice of Selection, the City will begin negotiations with the top ranked Respondent(s) for the final acceptable scope and fee for the Design Professional Services Agreement.

The top ranked Respondent will be required to submit:

1. Verification of the list of rates for key personnel listed in the SOQ, after written notification of selection. The City may consider negotiating rates for a person or category that the Respondent did not include in the SOQ. However, because the additional person or category might affect the Respondent’s score or take additional time that the Evaluation Committee does not have or does not want to spend, the City reserves the right to do any of the following, along with any other existing rights:
 - Assess how the new person or category might affect the Respondent’s score, including possibly rescoring its SOQ.
 - Refuse to add the new person or category.
 - Add the new person or category.

If the City determines that it will not accept a new person or category or hourly rate that the Respondent proposes for a particular person, the City will stop rate negotiations for that person or category. Respondents are cautioned that they should include all key team members and categories in their SOQ. The City does not want to be in the position of assessing additional persons or categories during rate negotiations.

2. In the event that negotiations are not successful, the City reserves the right to enter into negotiations with the next highest scoring SOQ Respondent, and so on.
3. Upon successful negotiations with the Respondent, City staff will present a recommendation to City Council to enter into an agreement with the selected Respondent.

F. Contract Authorization

Award of a Design Professional Services Agreement is subject to approval by City Council.

G. Evaluation Criteria

The technical evaluation will be based upon a determination by the City’s Evaluation Committee members as to how well each SOQ meets the City’s requirements as presented in this RFQ.

1. Proposal Criteria Weighting

Statements of Qualifications will be evaluated by the evaluation committee on the criteria and the corresponding weight factors listed below. Price may not be the sole deciding factor.

	Maximum Points
A. Client References	(10)
B. Insurances and DPSA Requirements	(10)
C. Rate Structure, Reimbursable and Other Direct Costs	(20)
D. Personnel and Relevant Qualifications	(50)
G. Summary	(10)
Maximum Total Points	(100)

2. Proposal Scoring Scale

The following Scoring Scale will be used by the Evaluation Committee to establish a score for each category listed in the Evaluation Criteria

.% OF POSSIBLE POINTS	INTERPRETATION	EXPLANATION FOR PERCENTAGE POINTS
0%	Not Responsive	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
10-30%	Minimally Responsive	Response minimally addresses the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
40-60%	Inadequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
70%	Adequate	Response adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable.
80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the Respondent's response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
90%	Excellent	Response fully addresses the requirements being scored with a high degree of confidence in the Firm's response or proposed solution. Respondent offers one or more enhancing features, methods or approaches exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the Respondent's response or proposed solution. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.

7. EXHIBITS

Exhibit "A": Sample Design Professional Services Agreement

EXHIBIT “A”

Sample Design Professional Services Agreement

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

This Design Professional Services Agreement (the "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 _____ (Insert state of incorporation) _____ (insert either "corporation" or "limited liability company"), ("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 on 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES 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 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 an 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Design Professional agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

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 endorsement (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 and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Design Professional, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations and automobiles

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

owned, leased, hired, or borrowed 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.
- G. For any claims related to this Design Professional Services Agreement, the Design Professional's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Design Professional's insurance and shall not contribute with 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 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-

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

Verify, or an equivalent program. The Design Professional agrees to verify employment eligibility through E-Verify, or an 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper 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 an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 below. Notice is effective upon the date it

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 the 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

- 22. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

- 23. ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES 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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

DESIGN PROFESSIONAL NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

THE CITY REQUIRES THE DESIGN PROFESSIONAL TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

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

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

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 Operating Agreement/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

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

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2020, at _____ (insert State and County here).

Printed name _____

Signature: _____

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

EXHIBIT “A”

SCOPE OF SERVICES

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

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK