



# **Park City Municipal Corporation**

## **REQUEST FOR PROPOSALS FOR**

**Consulting Services  
Creation of Form Based Code  
And Traffic Analysis  
For Bonanza Park District**

**NOTICE TO CONSULTING FIRMS  
REQUEST FOR PROPOSALS**  
*Consulting Services for  
Form Based Code and Traffic Analysis  
For the Bonanza Park District*

- PROPOSALS DUE:** **4:00 pm February 24, 2012** at the Park City Planning Department, 445 Marsac Avenue, Park City, Utah 84060
- PROJECT NAME:** Consulting Services - Form Based Code and Traffic Analysis for Bonanza Park
- RFP AVAILABLE:** **2:00 pm on February 6, 2012** via the City's webpage ([www.parkcity.org](http://www.parkcity.org)), email from [kcattan@parkcity.org](mailto:kcattan@parkcity.org), or at the Park City Planning Department, 445 Marsac Avenue, Park City, Utah 84060
- PROJECT LOCATION:** Park City, UT (the Bonanza Park District)
- PROJECT DESCRIPTION:** The Park City Planning Department recently created a Bonanza Park Area Plan for future development within the Bonanza Park District. The draft plan proposes a new grid system for the redevelopment area. Prior to adoption by the City Council, the new grid plan requires a traffic analysis both internally to the redevelopment area and externally with the interface to the arterial highways on three sides of the area. This is a critical component to the Bonanza Park Plan. The selected proposal will also have to coordinate with the consultants preparing the multi-modal corridor study for SR 224 along the edge of the redevelopment area. A Phasing Plan for implementing the new grid pattern will be required.
- The draft plan also recommends adoption of a form based code for the Bonanza Park District to ensure that redevelopment projects incorporate mixed use, authentic building form, and the public realm. This contract will result in a proposed form-based code, meant to supersede (either entirely or in part) the present zoning ordinance and other local land development regulations that currently apply to the Bonanza Park District.
- PROJECT DEADLINE:** June 31<sup>st</sup>, 2012
- OWNER:** Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060
- CONTACT:** Katie Cattan, Senior Planner (all questions shall be submitted in writing no later than February 22, 2012) [kcattan@parkcity.org](mailto:kcattan@parkcity.org)

**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.**

## I. Introduction

The Park City Planning Department created a draft long range plan for the Bonanza Park District of Park City. This plan was reviewed by City Council and the Planning Commission on January 12, 2012 during a joint meeting. A grid pattern consisting of proposed (and existing) streets was proposed. A traffic analysis of this pattern internal to the District and its many interfaces with the bordering arterial State Highways is required.

In order to implement the draft Bonanza Park Plan, amendments to the existing Land Management Code must be made to introduce a Form Based Code for the area. The goal is to maintain the community vision and authenticity within a redevelopment area via the application of a form based code.

## II. Scope of Project

### 1. Initial review and analysis

- a. **Site Analysis.** The Consultant will become familiar with the physical details of the Bonanza Park District and the historic patterns of urbanism and architecture in the surrounding region. The consultant will utilize the Bonanza Park Plan as the foundation for the new Form Based Code. Much of the preliminary work has been completed within the Bonanza Park Plan. The draft code should build off the principles established within the Bonanza Park Plan. The draft Bonanza Park Plan is available online at [parkcity.org](http://parkcity.org) → government → document central → planning.
- b. **Traffic Analysis.** The Consultant will review the grid-based pattern proposed in the Bonanza Park Plan. The Consultant will prepare a traffic analysis using ITE standards (or equivalent) to examine internal and external trip generation for a mixed use development pattern. The District is bordered on three sides by arterial State Highways. The interface between the District and the Highways is critical to multi-modal transportation efficiency (vehicular, transit, pedestrian and bicycle). A study of the SR 224 Corridor is ongoing. The Consultant's work will be coordinated into this Corridor Study as a possible alternative. It is expected that recommendations for physical improvements (e.g. one-way streets, right turn only, MUTCD signs, street parking versus access to underground or surface parking, etc.) be included. A traffic model for Park City was created for use by the City with development projects. Use and "tweaking" of this model is expected.

### 2. Drafting the Form-Based Code

- a. **Design Parameters for the Form-Based Code.** The new mandatory code will regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, and office space. The new code will be based off of the guiding document - the draft Bonanza Park Plan. The new code will incorporate a regulating plan, building form standards, street standards (plan and section), use regulations as needed, descriptive building or lot types, and other elements needed to implement the principles of functional and vital urbanism and practical management of growth. Sections of this document would typically include the following:
  - Overview, including definitions, principles, and purpose, as well as, explanation of the regulations and process in clear user-friendly language.

- Draft a Regulating Plan (a schematic representation of the master plan) that applies the Bonanza Park Plan illustrating the location of streets, blocks, and public spaces. Regulating plans shall include aspects of Building Form Standards such as “build-to-lines” or “required building lines” and building type or form designations. Regulating Plans shall include recommendation for a new minimum lot size for further subdivision of large lots.
- The district has been identified as a locals live/work commercial district within the Bonanza Park Plan. The form based code will also blend use allowances to ensure future use is in line with the vision.
- Building Form Standards governing basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures, the streets, and the views. These standards should be based upon study of building types appropriate for the region, climate, and neighborhood vitality. Illustrations must be included in the building form standards. This should include visual standards for design that create design guidelines/architectural standards to be followed within the district. Creating authenticity is a principal within the Bonanza Park Plan. Techniques should be incorporated into the building form standards to create authenticity in redevelopment.
- Public Space/Street Standards defining design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. These standards should include design specifications for sidewalks, travel lane widths, parking, curb geometry, trees, and lighting. Emphasis on parking locations and parking management standards shall be included. Recommendations have been made within the Bonanza Park plan. The selected firm will evaluate proposed street standards and recommend any changes. Creating authenticity is a primary principal within the Bonanza Park Plan. Techniques should be incorporated into the public space/street standards to create authenticity in redevelopment.
- All aspects of the FBC shall promote best environmental practices with a goal of being LEED ND compliant.
- Compliance with Utah zoning enabling legislation, specifically including UCA 10-9a-505, 10-9a-507, and 10-9a-509.

- b. ***Integration of the Form-Based Code.*** The Form-Based Code must be integrated into Park City’s existing regulatory framework, the Land Management Code (LMC) in a manner that insures procedural consistency, meshes with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the code.

### 3. Refining the Form-Based Code

- a. ***Presentation of First Draft.*** The Consultant will present the first draft of the form-based code for the purpose of gathering comments. Copies of the first draft will need to be in hardcopy and digital form and posted on the website. The presentation may be made to the Planning Commission, in the form of a work session public meeting with input from the public including neighborhood residents or stakeholders (May 9<sup>th</sup>, 2012).
- b. ***Presentation of the Second Draft.*** After making revisions in response to comments on the first draft, the Consultant will present the second draft of the form based code at a public meeting regular session in front of the Planning Commission meeting. This meeting shall be well publicized and encourage stakeholders to attend. It is expected that within the

approval process, two rounds of revisions (3 meetings: May 9<sup>th</sup>, May 23<sup>rd</sup>, and June 13<sup>th</sup>) may be necessary in front of the Planning Commission and one round of revisions (2 meetings: June 21<sup>st</sup> and June 28<sup>th</sup>) may be necessary in front of the City Council.

- c. **Meetings with Stakeholders.** The Consultant will attend and participate in up to five (5) additional meetings with key stakeholders to explain the details of the new code and obtain further input and comments. These are not public meetings and no notice will be required.

#### 4. Approval process

- a. **Public Hearing Presentations.** The consultant will make formal presentations to the Planning Commission for recommendation and the City Council for adoption. These meetings will occur on separate nights. As stated above, it is anticipated that within the approval process, two rounds of revisions (3 meetings) may be necessary in front of the Planning Commission and one round of revisions (2 meetings) may be necessary in front of the City Council.
- b. **Additional Revisions.** The hired firm will be responsible for collecting comments, questions, and suggestions for these refinements from various sources and consolidating them into a series of action items for revision or responses.

**5. Training Park City Planning Department.** Following adoption, the consultant shall schedule a one day (8 hour) training for the Park City Planning Department staff for the newly adopted code.

#### 6. Time Table of Important Dates

- RFP Available: 2:00 pm on February 6, 2012
- Proposal Due: 4:00 pm February 24, 2012
- Presentation to Planning Commission: May 9<sup>th</sup>, 2012 work session
- Planning Commission - 1<sup>st</sup> draft May 23<sup>rd</sup>, 2012 public hearing
- Planning Commission - recommendation June 13<sup>th</sup>, 2012 public hearing
- City Council - 1<sup>st</sup> review June 21<sup>st</sup>, 2012 work session
- City Council - Possible adoption June 28<sup>th</sup>, 2012 public hearing/adopt
- Staff training July 2012

### III. Funding

The funding for this study will be from Park City Municipal Corporation.

### IV. Content of Proposal

Submittals should be provided in five (5) identical copies and include the following items, along with other material to demonstrate Consultant's expertise and capability:

1. A brief written description of the Consultant's approach to the project.
2. The expertise of the team assembled by Consultant to carry out the work.
3. A list of comparable projects undertaken by Consultant and/or team members.
4. A copy of at least one municipal Form-Based Code previously created by the Consultant and adopted into law.
5. The strength of the firm's local (Utah) office(s).
6. A fee proposal shall be submitted in a separate sealed envelope. The fee proposal

shall include a fee schedule including hours and costs for each task and each team member **per Task (Traffic Analysis and Form Based Code)**, an estimate of direct expenses and billing rates for each team member. If there is a conflict between the written and numerical amount, the written amount shall supersede.

Length of proposal shall be limited to 15 pages, not including the Sample Code Document.

**Recommended format for submittals:**

**Description of approach:** Up to two pages describing the Consultant's typical approach to projects similar to this one, including the nature of the public process and intended extent of public involvement.

**Team expertise:** Brief description of general qualifications, the multi-disciplinary nature of the team assembled for this project, specific evidence of relevant experience of traffic analysis and creating form-based codes, and a listing of key personnel that would be available to work on this project.

**Comparable projects:** Summary of Form-Based Code projects in progress or completed, with the following information for each code:

- a. Reference name, with current contact information
- b. Current status of code (drafting in progress; drafting completed; adopted)
- c. Nature of public involvement in formulation of code
- d. Client type (clarifying role of private sector client, if any)
- e. Was the vision plan created as part of this process, or done separately?
- f. Size and scale of geographic area
- g. Type of development (greenfield? infill/redevelopment? city-wide code?)
- h. Type of code
  - i. Mandatory (integrated into existing code, or freestanding?)
  - ii. Optional "parallel" code?
  - iii. Floating-zone code?

**Sample code document:** Please include one or more sample code documents selected from the list of comparable projects. If this document is the code as originally proposed by Consultant, please also include the code as formally adopted by the municipality and a brief explanation of differences between the two. Photos of designed or built results of the code are encouraged but must be accompanied by a description of their specific relationship to the form-based coding process.

Price may not be the sole deciding factor.

The nature and extent of any changes requested to our standard Professional Services Agreement will be taken into consideration, and may lower a bidders standing in the ranking process.

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 applicant pursuant to UCA §63G-2-309, as amended.

## V. Selection Process

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

The selection process will proceed on the following schedule:

- A. Proposals will be received by Park City prior to **4 pm on February 24, 2012**, at the Planning Department Office located at 445 Marsac Avenue, Park City, UT 84060.
- B. A selection committee made up of Park City Municipal Corporation staff and others will review the submitted Statements of Qualifications/Proposals and select a proposer. The selection committee is anticipated to meet the week of **February 27, 2012**. A short list interview may be required. If short list interviews are required, they would occur during the week of **March 5, 2012**.
- C. Park City will negotiate a final scope and fee with the top ranked proposer and recommend to City Council for final approval and contract. Award of the contract is subject to approval by the City Council.
- D. Anticipated date of presenting recommendation to the City Council to enter into an agreement with selected firm is on **March 22, 2012** or sooner.
- E. The work is to be completed by **June 31, 2012**.

It is Park City Municipal Corporation's policy, 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. It is the policy of the City that local bidders who are within 5% of the low bid will be extended an opportunity to meet the low bid. If they do so within 48 hours they will be awarded the contract, with possible additional negotiations.

Park City Municipal Corporation reserves the right to change any dates and deadlines. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received, when in the best interest of the City.

## VI. Park City Municipal Standard Professional Services Agreement

The successful bidder is required to enter into Park City's Professional Services Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP.

## VII. Information to be Submitted

To be considered, five (5) copies of the proposal must be received at the Park City Planning Office, 445 Marsac Avenue, Park City, UT 84060 no later than **February 24, 2012** at 4:00 pm.

## **VIII. 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 offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- C. Duration of Proposal. The proposal will be valid until the time that the City has awarded a contract to a selected firm and an agreement is finalized.

## **IX. 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 offeror.
- 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.

## **X. Confidentiality**

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are 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.

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

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the service provided exposes the City to minimal insurance risk; 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"). Fees shall be calculated pursuant to the Fee Schedule, attached hereto and incorporated herein as "Exhibit B". The total fee shall not exceed \_\_\_\_ **Thousand Dollars** (\$\_\_\_\_).

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on \_\_\_\_\_, unless extended by mutual written agreement of the Parties.

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

- A. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- B. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement as subsequently agreed to by both parties in writing.
- C. The Service Provider shall submit to the City 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.

**4. REPORTS AND INSPECTIONS.**

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

**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

**Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)**

the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

**6. SERVICE PROVIDER EMPLOYEE/AGENTS.**

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

**7. HOLD HARMLESS INDEMNIFICATION.**

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for

**Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)**

contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

- C. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

**8. INSURANCE.**

The City agrees to waive insurance requirement upon Service Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above. Service Provider hereby acknowledges that their insurance policy is the primary coverage.

**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.**

- 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. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in the E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

**Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)**

**11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

**12. ASSIGNMENTS/SUBCONTRACTING.**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- 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.

**Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)**

- 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-11-103.

**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. MAINTENANCE AND INSPECTION OF RECORDS.**

- A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

**15. POLITICAL ACTIVITY PROHIBITED.**

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)**

**16. PROHIBITED INTEREST.**

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

**18. 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.

**19. 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.

**Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)**

**20. 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 that action or proceeding.

**21. JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered with 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.

**22. SEVERABILITY.**

- 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.

**23. 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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)**

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

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

\_\_\_\_\_  
Thomas B. Bakaly, City Manager

Attest:

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

Approved as to form:

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

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

\_\_\_\_\_  
Name, Title



**Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)**

**ADDENDUM “A”**

**SCOPE OF SERVICES**

**Park City Municipal Corporation Provider/Professional Services Agreement- (SERVICE PROVIDER)**

**ADDENDUM “B”**

**PAYMENT SCHEDULE FOR “EXTRA” WORK**