



Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR
***Bonanza Park and Snow Creek Small Area
Plan***

NOTICE
REQUEST FOR PROPOSALS (NON-BID)
Bonanza Park and Snow Creek Small Area Plan

PROPOSALS DUE: **By 5:00 p.m. on Monday November 14, 2022**

PROJECT NAME: Bonanza Park and Snow Creek Small Area Plan

RFP AVAILABLE: **Monday, October 24, 2022**

PROJECT LOCATION: Bonanza Park Neighborhood, Park City, UT 84060

PROJECT DESCRIPTION (brief): Development of a Small Area Plan for the Bonanza Park/Snow Creek Neighborhood located off Kearns Blvd between Bonanza Drive and Park Avenue.

PROJECT DEADLINE: To be discussed based on availability and proposed timeline.

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Gretchen Milliken, Planning Director
gretchen.milliken@parkcity.org

QUESTIONS: **All questions regarding this solicitation must be submitted in Utah Public Procurement Place (U3P) by 5:00 p.m. on November 7, 2022.** Please read the Questions section before submitting a question, as your issue may have already been addressed. Please allow time for an answer to be posted. Do not submit the same question multiple times.

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

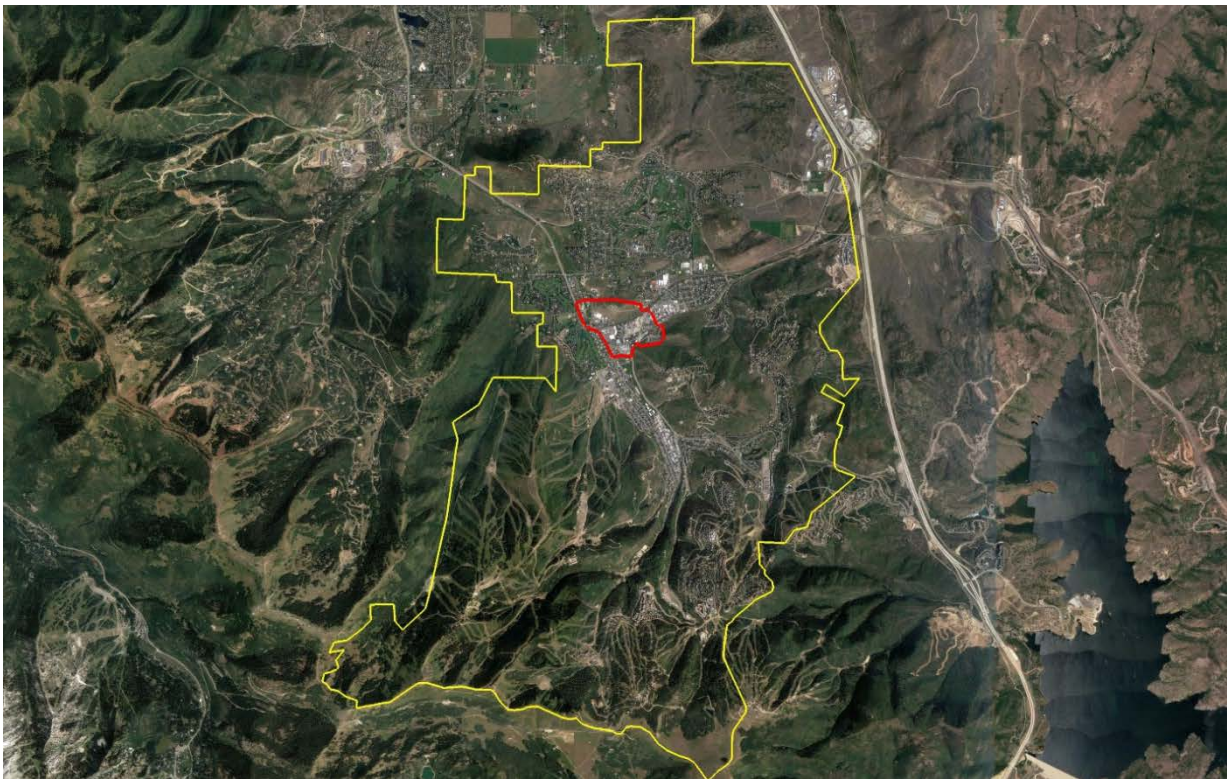
I. Introduction

Park City Municipal (PCMC) is seeking the services of a qualified multi-disciplinary consultant team to develop a Small Area Plan for the Bonanza Park/Snow Creek Neighborhood located off Kearns Blvd between Bonanza Drive and Park Avenue. The district is part of the Bonanza Park and Snow Creek Neighborhood as outlined in the [Park City General Plan](#) and is one of the nine neighborhoods that make up Park City. This plan will build upon the goals and strategies laid out in the General Plan along with the community pillars from [Park City Vision 2020](#). In addition, several planning and transportation initiatives including an Arts and Cultural District shall be taken into account in the development of this plan.

II. Scope of Project

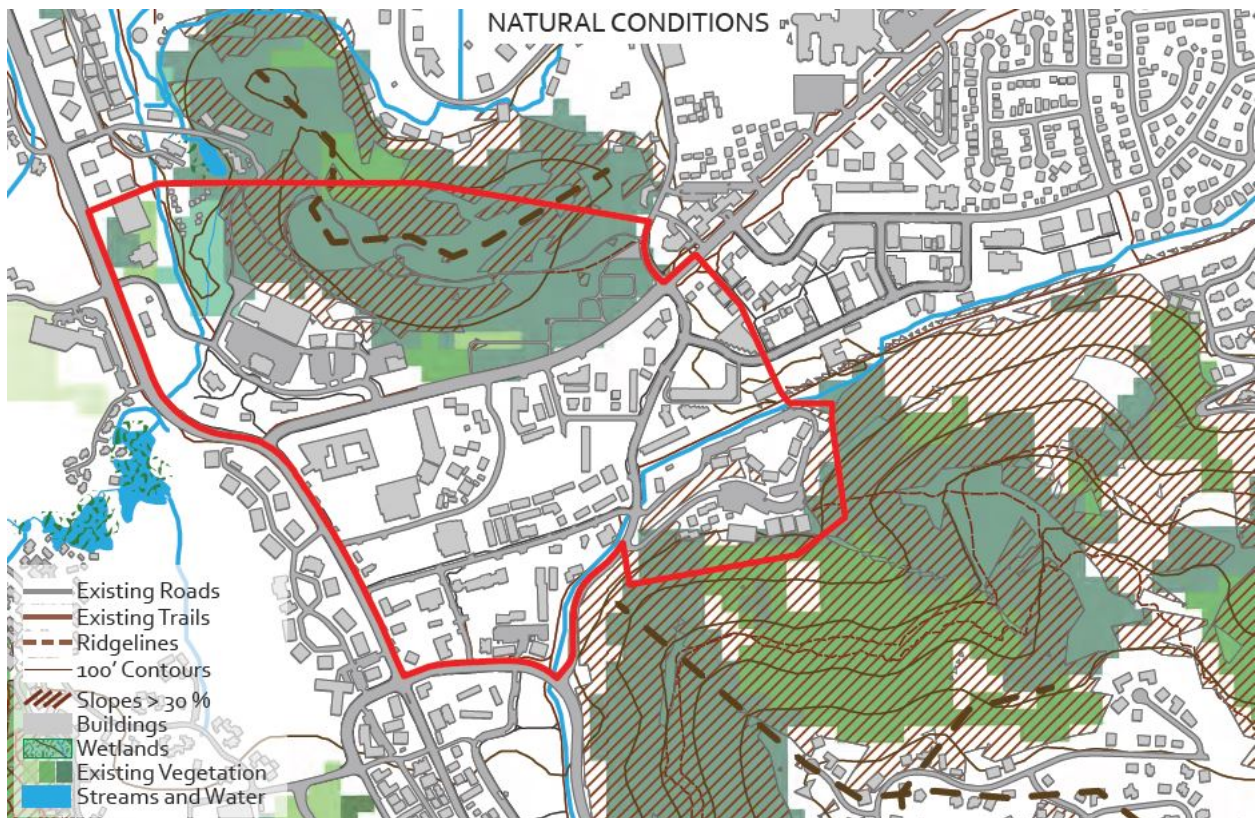
Background

The Bonanza Park district is the oldest commercial district outside of the City's historic Main Street area. It is located at the intersection of Park City's primary thoroughfares to surrounding areas and is the geographic center of the City. As a planning area, the boundaries (clockwise) to the east are the intersection of Bonanza Drive and Kearns Blvd (SR-248), the Prospector Square Walkway, Upper Iron Horse Loop Drive, the foothills of Mason Hill; to the south, Bonanza Drive and Deer Valley Drive; to the west Park Avenue (SR-224); to the north the intersection of Park Avenue and the US Post Office driveway, Boothill, and to Monitor Drive (see study area map below).



Study Area (red) within Park City Municipal Boundaries (yellow)

According to the current Park City General Plan, the area includes properties along both sides (including the east side, e.g. Park Plaza, etc.) of Bonanza Drive from Iron Horse Drive to Kearns Boulevard. The area currently houses a broad mix of land uses ranging from Park City Mountain commissary, storage, and parking, to restaurants, small art, and consignment shops, banks, real estate offices, Public Works buildings, the Kimball Art Center, and mixed-income housing. . The only movie theater in the City is within the area, as are the two main grocery stores. The area is currently zoned General Commercial (GC) and Light Industrial (LI). The area includes housing along Kearns Boulevard and is within the Rail Central project. While the focus of the plan will be within the boundaries outlined above, an important component of the plan will be connectivity with the adjacent neighborhoods, namely the Prospector commercial district to the east of the area boundary.



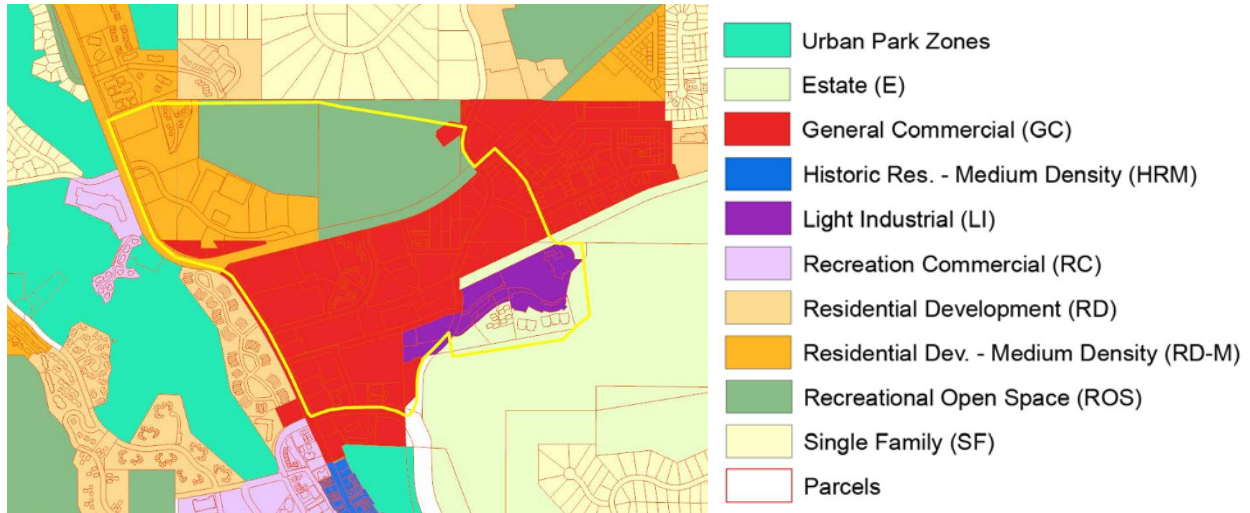
General Plan - Study Area

Bonanza Park & Snow Creek is the most diverse of Park City's neighborhoods. The largest ethnic group represented is Hispanic/Latinx, making up nearly half of the neighborhood population. Three-fourths of the City's Hispanic residents live in Bonanza Park and Snow Creek. In addition, the neighborhood has the largest population of Black, Indigenous Americans/Native Alaskans, and Asians of any neighborhood in Park City. One of the greatest threats to the relatively affordable Bonanza Park neighborhood is gentrification.

The Bonanza Park & Snow Creek Neighborhood contains a variety of housing types as well as commercial development. Ranging from the single-family dwelling units that make up Snow Creek

Cottages located adjacent to the Shopping Center, to the multifamily dwelling units that make up Homestake, Claimjumper, and Fireside Condominiums, the area’s housing units are diverse and include many of the City’s more affordable units—not all deed restricted, but de facto affordable units.

This neighborhood is also home to the City’s only Light Industrial zoning district where automotive shops can coexist with a car wash, all within walking proximity of residential units.

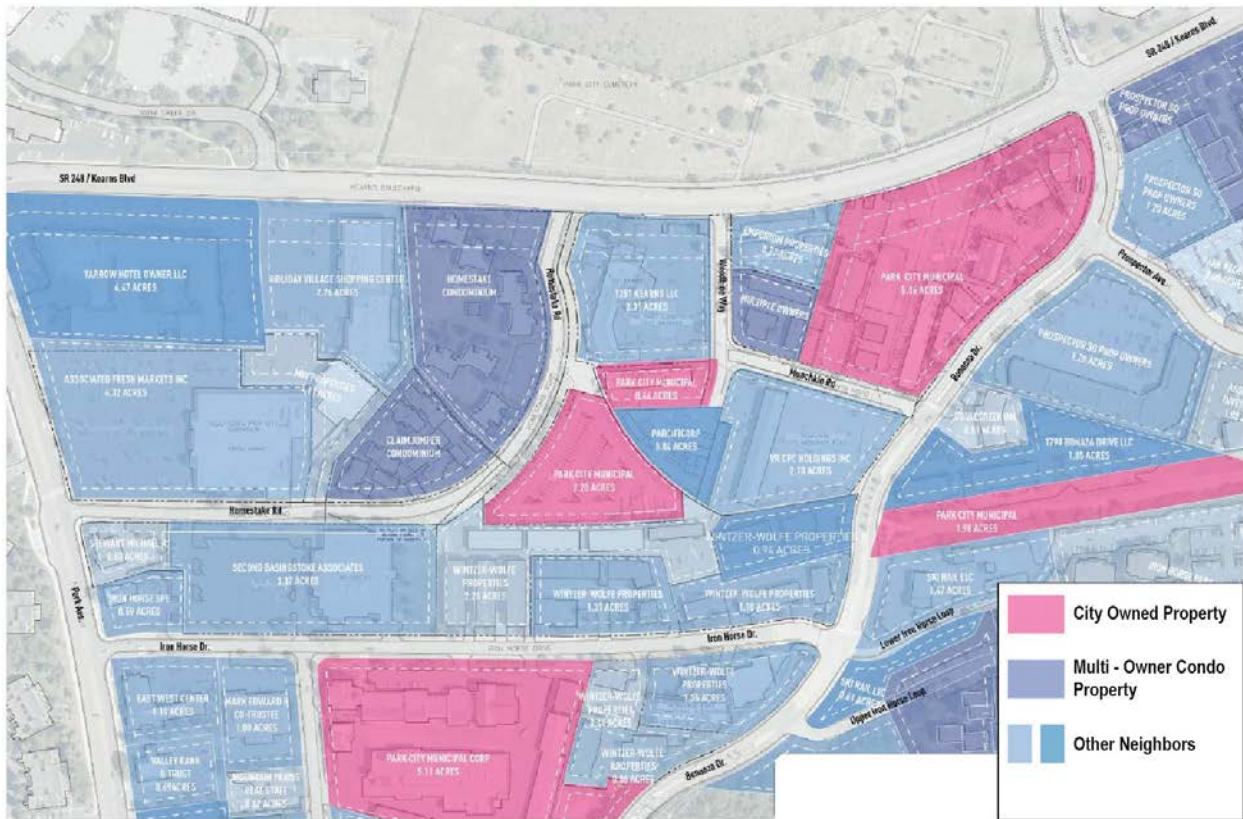


Existing Zoning for Study Area

The Rail Trail State Park provides a main active transportation spine for connectivity at the eastern end of the district (Prospector Square). Overall, connectivity is lacking throughout the district for all modes of transportation. There is a great opportunity to fix the existing pattern of disconnected roads as part of an overall revisioning plan for the area.

With its location along both entry corridors to Park City, the Bonanza Park & Snow Creek Neighborhood geographically ties the area to the Park City entry experience. Currently, three sides of the Bonanza Park & Snow Creek Neighborhood are located within the Frontage Protection Zone (FPZ). The FPZ helps to preserve scenic view corridors by providing a significant landscaped buffer between development and highway uses and by restricting the location and height of structures in the zone. The FPZ also allows for future pedestrian and vehicular improvements along the highway corridors.

Park City Municipal Corporation owns approximately 15 acres of land in the neighborhood. The Public Works Department currently utilizes 5.11 acres at the corner of Iron Horse Drive and Short Line Road. The City also owns land that contains a portion of the Rail Trail State Park and the Poison Creek Trail. 0.44 acres of City-owned land is proposed to be used for an extension of Munchkin Road to improve the connectivity of the neighborhood.



Land Ownership for a Portion of the Study Area

This neighborhood includes the Park City Arts and Culture District—a forthcoming development located at the intersection of Kearns Boulevard (State Road 248) and Bonanza Drive. The development consists of three partners - Park City Municipal Corporation, Sundance Institute, and Kimball Arts Center. Park City Municipal Corporation owns the eight parcels making up the 5.24-acre site. The intent of the Arts and Culture District Master Plan Development is to re-plate the existing eight parcels into three parcels with one dedicated to Sundance Institute and one to Kimball Arts Center. Park City will retain the remaining property. This Arts and Culture District MPD represents the culmination of several years of work involving multiple owners, architects, consultants, and engineers. Each of the three stakeholders would retain their programming and design team to develop their respective building proposals.

Additionally, major developments are being considered in the neighborhood. One is a public-private partnership to develop an Affordable Master Planned Development (AMPD) on the Homestake lot. Another is an AMPD and Master Planned Development (MPD) on the Yarrow site (currently Double-Tree Hotel).

Recent Projects and Plans

Since the 2014 adoption of the [General Plan](#), there has been limited development activity in the neighborhood. The initiatives below provide an outline of some examples significantly impacting the entire study area.

- [Arts and Culture Implementation Plan](#): A community-oriented plan to create a world-class arts and culture experience where locals, artists, students, makers, and creatives can gather and collaborate around film, food, media and visual arts, music and writing, and more.
- [Transportation and Demand Management Plan \(2016\)](#): The TDM Plan aims to reduce vehicle miles traveled and related congestion and environmental impacts of single-occupancy vehicles during peak days and peak hours.
- [Short Range Transit Plan \(2016\)](#): Public transportation is a crucial part of the solution to our economic, energy, and environmental challenges – helping to bring a better quality of life to our community.
- [Vision 2020](#): In 2020, the Council's decennial visioning process considered the City's aspirations and challenges over the next decade. The community completed an 8-month Park City Vision 2020 project that engaged over 1,700 residents and stakeholders.
- [State Road 224 Bus Rapid Transit Locally Preferred Alternative](#): In 2018, Summit County conducted a study (the Valley to Mountain Transit Alternatives Analysis, or AA) to evaluate implementing BRT on S.R. 224.
- [Park City Forward, Long Range Transportation Plan \(adopted\)](#): Park City Municipal Corporation recently initiated Park City Forward – A Transportation Blueprint as an update to the [2011 Transportation Master Plan](#). Park City Forward is an ambitious and innovative effort to develop a blueprint for prioritizing transportation projects and strategies to address existing and future conditions.
- [Bicycle and Pedestrian Plan \(in progress\)](#): Fifteen years after Park City's Walkable and Bikeable Neighborhoods study and after nearly complete implementation of that plan, Park City Municipal is creating a new plan that will outline walking and biking strategies and infrastructure investments.
- [Short Range Transit Plan \(2022\) \(in progress\)](#): The SRTP will define how Park City's bus service will improve, adapt, and change over the next five years.

Vision 2020 Critical Community Priorities

The plan should also reflect the City's four Critical Community Priorities *Social Equity, Housing, Transportation, and Energy* as well as the outcomes from [Vision 2020](#).

Transportation / Connectivity Component

Multi-modal connections to, from, and within the study area are and will become increasingly important in the immediate and long-term future. The study area is showing signs of substantial growth and transition that will need to be facilitated with strategic solutions for all modes of

transportation. A key component of this plan will be to determine innovative ways to enhance connectivity and mobility. As such, this plan will require a detailed connectivity study that examines existing conditions, current access, takes into consideration existing and future transportation initiatives, and recommends solutions to address multi-modal movement to, from, and within the study area based on the City's transportation goals and Transit-Priority philosophy. This item is intended to be a standalone document that can be pulled out yet complement and be iterative with the land use neighborhood plan.

Scope of Work

Small Area or Neighborhood plans are intended to address the planning needs and policy goals of the residents, business owners, and stakeholders of the plan area. Neighborhood and small area planning on a comprehensive level help to identify community priorities, plan for the long term, and ensure the consistency of the neighborhood goals with those of the City. The following are recommended sections to include in the plan:

- 1) Introduction – a description of the neighborhood backgrounds, purpose of the plan, overview of the planning process, and map(s) showing neighborhoods' boundaries.*
- 2) Vision Statement – a concise statement, consistent with the Park City General Plan, that describes the vision for the area in the future, in terms of both values and assets.*
- 3) Identity – a description of the area as it presently exists, including history, demographics, existing conditions, and defining characteristics.*
- 4) Land Use Element – an explanation of the existing pattern of major public and private land uses; proposal for future patterns of land use to preserve or improve its general character.*
- 5) Connectivity and Mobility Element: A transportation section built on public involvement including connectivity, mobility, transportation, and parking needs and opportunities. This will be a critically important element of this plan area.*
- 6) Plan Implementation – recommendations outlined in the area plan, with implementation responsibility and time frame articulated.*
- 7) Executive Summary – a brief restatement of the vision statement and recommendations defined within each plan section, in a summary format, that is consistent with the General Plan and Vision 2020. This section is adopted as an amendment to the 2014 General Plan*

The Area Plan may also contain sections relating to other areas of concern or opportunity. These sections may include but are not limited to: Housing; Economic Development; Environmental Resources; Community Facilities and Services; Parks, Open Space and Recreation; and Historic Preservation.

An advisory group or steering committee is recommended and should include neighborhood residents and stakeholders. The role of the advisory group includes working with the Planning team and consultant to identify neighborhood issues and finding ways to engage the community

and provide input on plan content and recommendations. The advisory group, under the leadership of the Planning Department and its consultant, will regularly conduct meetings as the guiding process to develop the plan. The consultant team will also be expected to create a project webpage to keep the community updated and well-informed.

After a draft plan has been prepared, a public meeting must be held to discuss the plan and accept public comments. Following that, the Planning Commission shall hold a public hearing and make a recommendation to City Council on the plan. The City Council has final adoption authority of the plan, as well as adoption of the plan's Executive Summary as an amendment to the General Plan.

Tasks

Park City would like to see the following tasks and deliverables in the consultant's approach. To better assist in the evaluation of the consultant's proposal, please be detailed. The consultant shall work under the supervision of the Planning Department to complete and deliver the following scope of services:

Task 1 – Define plan timetable/scope and neighborhood existing conditions

Deliverables: The consultant team will create a project timetable, compile data and produce maps and supporting documentation. These products will be presented to the Advisory Group and will lead to the development of the Neighborhood Identity section of the plan.

Task 2 – Define and develop a community engagement plan

Deliverables: The consultant team will create a detailed plan for community engagement of key neighborhood leaders and groups, in conjunction with the Advisory Group process. This may include interviews and meetings with neighborhood groups to build consensus on the planning process. Note: All community engagement activities should be designed to accommodate Spanish-speaking attendees.

Task 3 – Develop neighborhood vision and plan goals and objectives

Deliverables: The consultant team will design and implement a creative process to engage the neighborhood in envisioning the future of the area. The products of this task will include a formal Vision Statement and Goals and Objectives.

Task 4 – Develop plan components

Deliverables: The consultant team will lead meetings with the Advisory Group, schedule and lead community workshops, and conduct meetings/events with other neighborhood stakeholders to develop the Land Use, Mobility, and other plan components. The stand-alone Mobility component will consist of data review and collection; analysis of existing, planned corridors, pathways, and connections; analysis, evaluation, and modeling for future needs; review of options and alternatives; and a multi-modal connectivity study for

the area. This task will include evaluation of the existing conditions and making recommendations for all areas of transportation. Scenario development and modeling based on the existing network and then evaluating the proposed land use and assumptions.

Task 5 – Develop an implementation plan

Deliverables: The consultant team will develop an implementation strategy within the plan document, including a concise recommendation table and a work plan/strategy for achieving implementation. The plan must contain specific recommendations for implementation regarding policies, projects, potential funding mechanisms, implementation partners, timeframes, etc.

Task 6 – Develop Final Report/Executive Summary and Plan Adoption

Deliverables: The consultant team will deliver a Final Report/Executive Summary with all relevant documentation and study materials. The consultant team shall make any required revisions, resulting from the adoption process. An electronic copy of the Final Plan shall be provided. PowerPoint presentations, large format renderings, and other exhibits necessary for the public hearing/approval process shall be provided. The consultant team will attend and be prepared to present at all required neighborhood meetings, open houses, Planning Commission and City Council public hearing meetings.

Schedule

The schedule to complete this project should not exceed ten (10) months.

III. Funding

The compensation for this project is budgeted for **One Hundred Thousand Dollars (\$100,000.00)** for all services outlined in this proposal. The consultant shall submit a separate email or envelop with their proposed cost for the item by task. Monthly invoices shall be submitted to the project manager for approval, detailing the work/services completed and percentage of work completed.

IV. Content of Proposal

Proposals will be evaluated on the criteria listed below. The below required information, excluding cover page and required forms, shall not exceed 25 pages.

Required Submittals

Proposals submitted must include:

- Firm Description
- List of Key Staff Assigned to Project and Project Team Organization

- Summary of Qualifications of Key Staff
- List/Description of Relevant Projects Completed by Firm/Key Staff
- Detailed Description of Project Approach, including the community engagement process, visioning process, innovative methods/approach proposed for the plan, and projected report format
- List of Five (5) References

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless designated as confidential by the applicant under Utah Code §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Price may not be the sole deciding factor.

Award of contract is subject to approval by City Council

V. Selection Process

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

Evaluation Criteria Weighting

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed.	15 percent
Experience and Success with Similar Projects	20 percent
Experience and Qualifications of the multi-disciplinary project team. in visioning, community engagement, planning, multi-modal transportation planning, feasibility and developing a successful and implementable small area plan	30 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	20 percent
COST	
Proposed Fee Schedule	15 percent

The selection process will proceed on the following schedule:

- a. A pre-submission meeting will not be held. All questions regarding this solicitation must be submitted in Utah Public Procurement Place (U3P) by 5:00 p.m. by November 7, 2022.
- b. Proposals must be submitted through Utah Public Procurement Place (U3P) by 5:00 p.m. on Monday, November 14, 2022.

- c. A selection committee comprised of City staff and area representatives will review all submitted RFPs.
- d. Interviews for selected applicants are planned to be held the week of November 28, 2022.
- e. It is anticipated that City Council will vote on the contract award before the end of the calendar year.

VI. Park City Municipal Standard Service Provider/Professional Services Agreement

- a. The successful proposal will be required to enter into Park City's standard Service Provider/Professional Services Agreement, in its current form, with the City. A draft of the agreement is attached to this RFP as **Exhibit "A"** and incorporated herein.
- b. **ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK'S CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.**

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

VII. Information to be submitted

To be considered, proposals must be submitted through Utah Public Procurement Place (U3P) **OR** be received at the Park City Planning Office, 445 Marsac Avenue, Park City, UT 84060, Attn: Gretchen Milliken, Planning Director, by 5:00 p.m. on Monday, November 14, 2022.

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.

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. 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.
- d. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- e. Park City Municipal Corporation's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- f. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

EXHIBIT "A"

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

This Service Provider/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"), ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars (\$_____).

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act 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 Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "**Exhibit B,**" or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and

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indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service

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Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. 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.

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

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

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

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

- B. Automobile Liability insurance with 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. Service Provider 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 Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period 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

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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 Service Provider, 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 Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- G. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. For any claims related to this Agreement, the Service Provider'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 Service Provider'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 Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

**PARK CITY MUNICIPAL CORPORATION
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10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider 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 § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment non-discrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy- related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years

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of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express 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 Service Provider 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 contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate

this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by 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.

- 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.

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

SERVICE PROVIDER NAME

Address:
Address:
City, State, Zip:

Tax ID#: _____
PC Business License# BL_____

Signature

Printed name

Title

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

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

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20__ at _____ (insert State and County here).

Printed name _____

Signature: _____

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK