### Park City Municipal Corporation

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

# Conceptual Designs Park City Ice Arena Expansion



#### **NOTICE**

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

Conceptual Designs
Park City Ice Arena Expansion

**PROPOSALS DUE:** May 29, 2015

**PROJECT NAME:** Park City Ice Arena Expansion

**RFP AVAILABLE:** May 8, 2015

**PROJECT LOCATION:** 600 Gillmor Way, Park City, UT 84055

**PROJECT** 

**DESCRIPTION:** Conceptual designs for three possible expansion

options for the Park City Ice Arena

**PROJECT DEADLINE**: August 21, 2015

**OWNER:** Park City Municipal Corporation

P.O. Box 1480 Park City, UT 84060

**CONTACT:** Jason Glidden, Economic Development Program Manager

jglidden@parkcity.org Fax (435) 615-4905

**SUBMISSION OF QUESTIONS:** Please submit all technical questions in writing to Jason Glidden at the above-listed email address. Deadline for submission of questions is May 15.

**MODIFICATIONS & ADDENDA:** Any modifications or addenda to the RFP will be made in redlined form and posted to the website each week, as well as emailed to all parties who have expressed interest. Please check the RFP site each Friday. Final modifications and/or addenda will be posted to the website no later than May 22.

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

Park City Municipal Corporation is interested in a possible expansion of the Park City Ice Arena. In an effort to better understand possible expansion options along with the costs associated with each option, the City is interested in contracting a design firm to create conceptual designs and estimate costs.

#### II. Scope of Project

The Ice Arena is part of a larger athletic complex that includes a year-round outdoor synthetic field and three (3) multipurpose grass fields. The complex is adjacent to 2,100 acres of open space and trails and the City hosts multiple large scale and community based events at this location.

Today, the Park City Ice Arena is at 94% capacity between the hours of 6:00 am and midnight. The Arena hosts figure skating, hockey, speed skating, curling and sled hockey and are home to nine user groups, 64 adult hockey teams (total teams per year), year round Skating and Hockey Academies, multiple camps and clinics, tournaments, special events and public programming. The City is interested in developing a range of possible expansion options that include various levels of service/amenities.

In an effort to gain more concrete cost numbers for each expansion option, the City is pursuing a professional service contract with a design firm to create three (3) expansion conceptual plans. The proposal would include plans for the following three options:

- 1. Outdoor local/community rink,
- 2. Indoor Community/regional rink, and
- 3. Olympic venue rink.

Examples of each are included as Exhibit A.

Provide the following information on three options for expansion of a second sheet of ice to be located at Quinns Junction:

**COST:** Provide estimated construction costs and annual operational and maintenance costs associated with each option. The estimate should include all necessary parking.

**LOCATION:** Provide two design concepts per each Option (outdoor, indoor regional, and Olympic) at two different sites. The first location would be an expansion to the current Ice Arena site, and the second being new stand-alone facility on the City-owned property adjacent to the current facility behind the US Ski Team's Center of Excellence. Each of the six total options should include list of pros and cons associated with each.

**AMENITIES:** Provide a list of possible amenities associated with each option. This could include; number of permanent seating and/or temporary seating (Olympic venue), flexible use space, food and beverage service, storage, off- ice training space, office and operational space.

**FUNDING OPTIONS:** Provide a list of possible funding options that are available for the construction of the facility. The list should include variety of public and private funding options along with the process and timeline for obtaining each funding option.

#### III. Funding

Funding for this project will come from Park City Municipal Corporation with assistance from the Utah Olympic Legacy Foundation and the Snyderville Basin Recreation District.

#### IV. Submittal Requirements

**Selection Criteria:** Proposals will be evaluated on the criteria listed below. Proposals shall be limited to ten (10) pages, not including resumes. In no case shall any proposal exceed 20 pages

- Ability to complete the project within the timeline proposed by the City
- Firm's past experience with designing recreational facilities
- Design team qualifications
- The cost to complete the project
- Resumes for Key Team Members (2 pages max per resume)
- Relevant Experience—Demonstrate proven capabilities for providing preliminary design and forecasting budget for recreational facilities.
- Billing Rates for all initial Consultant Firms included on Team

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

Price may not be the sole deciding factor.

#### 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 5:00 pm on May 29, 2015.

Number of Copies: Please submit <u>one hard copy</u> and <u>one electronic copy</u> (Submit electronic copies on CD-ROM or USB drive. Please do not email qualifications as their size may exceed the limits of PCMC's email server.).

#### For USPS Delivery:

Park City Municipal Corporation *Attention:* Jason Glidden P.O. Box 1480 Park City, UT 84060-1480

#### For Hand-delivery, Messenger & Overnight Delivery:

Park City Municipal Corporation *Attention:* Jason Glidden 445 Marsac Avenue Park City, UT 84060-1480

- B. A selection committee comprised of representatives from Snyderville Basin Recreation District, Utah Olympic Legacy Foundation, Park City Recreation Advisory Board, and City Staff will review all submitted RFPs.
- C. It is anticipated that City Council will vote on the contract award on June 11, 2015.

#### VI. Park City Municipal Standard Service Provider Agreement

The successful proposal will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP (Exhibit B). If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

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

#### VII. Information to be submitted

Number of Copies: Please submit <u>one hard copy</u> and <u>one electronic copy</u> (Submit electronic copies on CD-ROM or USB drive. Please do not email qualifications as their size may exceed the limits of PCMC's email server.).

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Submit proposals no later than May 29, 2015 at 5:00 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.

#### 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.
- 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. Pursuant to the procurement policy, local bidders who are within 5% of the lowest 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.

#### X. Exhibits

- A Examples of comparable ice facilities
- B Standard Service Provider Agreement

#### Exhibit A - Examples of comparable ice facilities

Greenwood Park - Toronto

Sun Prairie Ice Arena – Sun Prairie, WI

Peaks Ice Arena - Provo, UT

	THIS AGREEMENT is made and entered into in duplicate this day of, 20, by and between PARK CITY MUNICIPAL CORPORATION, a
	municipal corporation, ("City"), and, a Utah corporation rice 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 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.
2.	TERM.
	The term of this Agreement shall commence on the date of execution on this Agreement and 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.

No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

B.

- 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 his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

#### 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 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. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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.

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

#### 8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.
  - The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
   Bodily Injury by Accident \$500,000 each accident;
   Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. 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.

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

#### 11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- В. 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. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

- 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.
- 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. **PROHIBITED INTEREST**.

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

#### 16. MODI<u>FICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS</u>.

- 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.

#### 17. 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.

#### 18. 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.

#### 19. 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.

#### 20. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

#### 21. 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.

#### 22. 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.

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

Diane Foster, 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
STATE OF UTAH ) ) ss. COUNTY OF SUMMIT )	
	, 20, personally appeared before methose identity is personally known to me/or proved
o me on the basis of satisfactory evide that he/she is the	ence and who by me duly sworn/affirmed, did say
Directors, and acknowledged that he/s	y Authority of its Bylaws/Resolution of the Board of the signed it voluntarily for its stated purpose as, a,
corporation.	, 1
	Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

#### EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK