



**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
ARCHITECTURAL DESIGN AND PROJECT APPLICATION SERVICES FOR  
516 MARSAC AVENUE – MUNICIPAL EMPLOYEE HOUSING  
PARK CITY MUNICIPAL CORPORATION**

**RELEASE DATE February 7, 2023**

**SUBMISSION DEADLINE March 3, 2023**

**NOTICE TO CONSULTANTS**

**REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR  
ARCHITECTURAL DESIGN AND PROJECT APPLICATION SERVICES FOR  
516 MARSAC AVENUE – MUNICIPAL EMPLOYEE HOUSING**

- PROPOSALS DUE:** **By 3:00 p.m. on Friday, March 3, 2023**  
Via e-mail to Browne Sebright, Housing Program Manager  
at: [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org).
- PROJECT NAME:** Architectural Design and Project Application Services for 516 Marsac Avenue – Municipal Employee Housing
- RSOQ AVAILABLE:** The RSOQ is available from Housing Program Manager Browne Sebright at: [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org). Any modifications or addendums including questions related to the RSOQ will be made in a redlined form on the City website each week. Please check the RSOQ on the website each Friday.
- PROJECT LOCATION:** 516 Marsac Avenue, Park City, Utah
- OWNER/CONTACT:** Park City Municipal Corporation  
Browne Sebright  
Housing Program Manager  
  
P.O. Box 1480  
Park City, Utah 84060

All questions shall be submitted in writing by 2:00 p.m. on Friday, February 17, 2023, to Browne Sebright at: [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org).

Park City Municipal Corporation (“PCMC” or the “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.

In the event of difficulty submitting electronically, proposals can be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted through the City Recorder should be received on a zip drive. No paper copies should be submitted.

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## SECTION I - PROJECT INFORMATION

### INTRODUCTION

Park City Municipal Corporation (“PCMC”) is requesting Statements of Qualifications to provide Architectural Design and Project Application Services for 516 Marsac Avenue Municipal Employee Housing.

PCMC has community goals of developing 800 affordable units by 2026, net-zero carbon, and 100% renewable electricity by 2030. PCMC has identified investment in rehabilitating existing uninhabitable housing stock into moderate-income housing as a possible opportunity, as part of the [2022 Five-Year Moderate Income Housing Plan, Housing Element to the General Plan](#).

PCMC owns a 0.18-acre (7,660 sf) lot (“Property”) in the Old Town neighborhood of Park City located across the street from City Hall and the Old Town Transit Center. The property fronts Marsac Avenue and Ontario Avenue and contains steep slopes in the rear of the Lot. The property includes one existing building, constructed in 1994, that served as the former Peace House domestic violence shelter. The current structure is one residential unit, containing 5 bedrooms, 3 bathrooms, a community kitchen, and a four-car garage.

The City acquired the property through a sales agreement with Peace House on January 26, 2017.<sup>1</sup> The City paid \$1.25M for the property utilizing Transit Funds with the intent to house seasonal Transit employees. In recent years, the building has become less desirable due to the unconventional configuration (designed for the building’s former use), the decrease in demand for short-term and seasonal transit housing due to PCMC’s separation from High Valley Transit (“HVT”), and the aging condition of the property. However, demand for long-term housing by City employees, in general, has increased. The City Council of Park City has provided direction to pursue the redevelopment of the property into a triplex configuration, utilizing much of the existing building envelope with a possible rear addition.

PCMC requests Statements of Qualifications (“Responses”) from experienced architects (“Respondents”) interested in working with PCMC to design and construct a workforce multi-unit dwelling project (“Project”) on the Property. The Project goal is primarily a residential, rental development that maximizes the number of bedrooms per unit and minimizes parking.

PCMC seeks to engage an architect experienced in design and construction of workforce/employee housing, multi-unit residential rental projects, rehabilitation of existing housing stock, and associated regulatory matters.

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<sup>1</sup> January 26, 2017, [Council Meeting Agenda](#) (p. 44).

PCMC will partner in the Project by providing land specified in **Exhibit A: Property Site Map** attached hereto and incorporated herein and may work with the selected Respondent to provide resources for a Project that achieves high-quality workforce housing and community benefits. **Refer to Section V – PCMC Development Tools for additional information.**

## **SCOPE OF WORK**

The Respondent selected by PCMC must be willing to complete the following as part of the Project:

- Design a workforce housing project for the Property containing three (3) rental residential units, parking improvements, and possibly resident amenity spaces.
- Develop a site plan and building design that successfully integrates within the historic mining character of the area and exemplifies mountain town design principles.
- Achieve net-zero energy performance in accordance with IECC 2021 with the overall project design, and pursuant to the adopted policies and resolutions.
- Perform a sustainability charette before the end of schematic design to identify early features for passive design to drive down energy use and ensure affordability of utility bills.
- Develop plans, elevations, building massing drawings, floor plans, supplemental topographic surveys, and a final schematic design and other illustrative materials for the purposes of public meetings, posting on the City’s project website, life-cycle cost analysis, value engineering report and project approval.
- Obtain all necessary entitlements (including, but not limited to conditional use permit, historic district design review, and possibly a plat amendment to amend plat notes pursuant to the Park City Land Management Code Chapter 15-6.1). The City will assist with the process to the maximum extent possible, recognizing that the ultimate decision-making will be with the Planning Commission and City Council.
- Develop cost estimates and a schedule of construction for the project.
- Organize and document weekly team meetings. This would include sending out agendas 48 hours before the scheduled meeting time and providing written meeting recaps with the next steps, deadlines, and the person assigned to the task.
- Review work completed to date including City Council and Community development goals, site scoping, set assessment, concept design, net-zero goals, and housing program.
- Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities, and building construction permits (including fire, life, and safety issues).
- Assist in the advertisement, interview, and selection of a Construction Manager (“CM”).
- Assist the City in developing bid document packages, obtaining bids, and evaluating bids by providing all documentation needed for proper bidding and contract preparation.
- Assist in the preparation of instructions to bidders, issuing addenda, and organizing and leading the pre-bid conference.
- Assist in the review and evaluation of bids.

- Provide a Construction Document Set that incorporates all addenda during the bid period and all value engineering decisions made as a result of the bid process.
- Visit the site at intervals appropriate to the state of construction, as agreed to by the City and CM, to become familiar with the progress and quality of the work being completed, and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents.
- Immediately notify the City of any problems it discovers or observes. Submit a written report to the City within three (3) days after each observation outlining items observed, specific findings, discrepancies in the work and problems reported, and time spent on the job site.
- Review and approve or take other appropriate action upon Requests for Information (RFIs) or submittals, such as shop drawings, product data and samples, for the purpose of determining if the work affect by and represented in such submittals complies with the requirements of the Contract Documents.
- Review all change orders, verify all costs, and make recommendations for payment or appropriate action.
- Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- Be present during the initial start-up of systems.
- Participate in the pre-final and final observations of the work to determine If the work is complete and in accordance with the Construction Documents.
- Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the contractor to the Architect.

## **WRITTEN AGREEMENTS REQUIRED**

Design Professional Services Agreement. Upon completion of the selection process, the successful Respondent will be required to enter into a written Design Professional Services Agreement with PCMC. A copy of the City’s standard Design Professional Services Agreement is attached hereto as **Exhibit “D”** and incorporated herein.

The nature and extent of requested changes to PCMC’s standard contract (i.e., unwillingness to comply with the City’s insurance/indemnity provision) will count against a proposer. The responsibilities of the Respondent shall be defined and detailed in the sample Agreement. Respondents to this RSOQ shall acknowledge their receipt and review of these terms in their proposals.

## **PROJECT MANAGER**

For additional information concerning this Request for Statements of Qualifications, as well as any issued addenda, interested parties may contact Browne Sebright, Housing Program Manager, via email only at [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org).

## SECTION II - SUBMISSION REQUIREMENTS AND PROCEDURE

### SUBMISSION REQUIREMENTS

As part of a response to this RSOQ, Respondents shall provide the following information. Responses must address all items and clearly label all sections within the Response. PCMC has not set a specific page limit for Responses; however, there is an expectation to receive Responses that are thorough but concise.

#### 1. Cover Letter (maximum of 1 page)

- a. Include a description of the legal entity with whom PCMC would contract. Present a brief understanding of PCMC needs based upon the information provided in the scope of work. Summarize qualifications most relevant to this project. Identify team and clearly indicate the single contact and authorized representative (principal-in-charge) of the Respondent with mailing address, telephone and fax numbers, and e-mail address. The representative shall certify that the information provided in response to this Request for Services is true and accurate.

#### 2. Statement of Qualifications (Maximum of 4 pages)

- a. Each Respondent must demonstrate in their submittal that they have the professional capabilities and the organizational and administrative experience needed to accomplish this project. A concise presentation will be appreciated. The page count does not include index, dividers, or separation sheets that contain no information or short-form resumes of team individuals.
- b. The Statement of Qualifications should contain specific responses to the following requested items:
  - i. **Statement of Approach of Team:** Describe the specialized experience and project approach of the team. Indicate the team leader and his/her/their specific role. Briefly discuss the approach to team management and organization. Describe the firm's approach to conceptual site planning for housing projects, cost estimation, and control.
  - ii. **Understanding of Work and Outline of Project Schedule:** Demonstrate knowledge of the work to be performed. Provide an outline of how the firm will meet the required schedule for each request from PCMC. If the team believes there are potential challenges, those challenges should be noted along with potential solutions to address these challenges.
  - iii. **Firm/Team Qualifications and Experience in Park City:** Demonstrate professional experience in architectural services for housing projects. An example of recent previous work is required as well as descriptions of the scope of work and

management tasks provided by the firm or team. Demonstrate recent, relevant experience, particularly in Park City.

- iv. **Proposed Project Team Members:** Submit a written description of the team composition, disciplines, and the primary role of each firm or individual on the team indicating respective roles, responsibilities, and related experience and qualifications. Also include an organizational chart. The information must clearly indicate the team leader of the team for this project and the responsible party in each firm who will be providing the required professional experience. If a team approach is used, provide examples of projects completed by the team. If the bidder utilizes third parties for completing RSOQ requirements, list what portion of the RSOQ will be completed by third parties and the name, if known, of the third party.
- v. **Individual Experience:** Provide a description of the background of the key members of the team and their specific participation in previous projects that would directly relate to the work to be done for this project. This may be done in descriptive text or in a short- form (one page or less) resume.
- vi. **Quality Control:** Describe the ability to undertake and complete quality projects on time and within budget. Indicate the current workload and the capacity of the firm to undertake this project. Has the firm or individual engaged in litigation, arbitration, or mediation as a result of design errors of omission? If yes, please explain.
- vii. **List of References:** List three (3) references with which the team or key members of the team have worked in the last five (5) years, for projects of similar size or scope, indicating projects done. Provide all contact information, such as an address, telephone number, fax number, and email address. Proposals that do not provide a completed section for references will not be considered further.

### **3. Supplemental Material (Maximum of 4 pages)**

The Applicant can provide supplemental material to support the firm's selection for this process.

### **4. Work Plan**

Provide a preliminary work plan identifying the tasks to be accomplished, the positions or individuals anticipated to execute each task, hours anticipated for each task, and proposed deliverables proposed schedule, management plan, and the timeline for completing the project. The exact scope, timeline, deliverables, and not-to-exceed total for services will be

negotiated with the selected land surveying and consulting team prior to execution of the contract.

## 5. Development Interest and Approach

Briefly describe your interest in pursuing the Project.

## 6. Insurance

- a. 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. See section 8 of **Exhibit D – Design Professional Services Agreement** for more information.

7. **Design Professional Services Agreement Statement.** A copy of the City's standard Design Professional Services Agreement is attached hereto as **Exhibit D** and incorporated herein. Please include a statement indicating that you (1) accept the Agreement as is or (2) propose changes and specify.
8. A Conflict of Interest statement or disclosure that complies with [Section 3](#) of the Park City Municipal Code, based on the following example:

### **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES:**

Respondent represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 3.1, Park City Municipal Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 3.1.

**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 INQUIRES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.**

## **SUBMISSION PROCEDURE**

Respondents shall submit an electronic copy of the Response in PDF format and send it via email to Browne Sebright at [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org). **In the event of difficulty submitting electronically, statements can be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Statements submitted through the City Recorder should be received on a zip drive. No paper copies should be submitted.**

Submissions lacking one or more of the required documents shall be considered incomplete and subject to disqualification from consideration by PCMC. All Responses, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned. It is the Respondents' sole responsibility to read and interpret this Request for Statements of Qualifications and the written instructions contained herein. The first page of the Response shall:

1. State that Respondent "has read and understands this Request for Statements of Qualifications and accepts the written instructions contained herein. "
2. Include the signature of an officer or employee authorized to bind the Respondent contractually.
3. Provide the name, contact phone number, email address, and mailing address of the person to whom all correspondence should be sent regarding questions about the Response, requests for interviews, or notifications regarding potential selection. (This person will be responsible for disseminating information to you and your development team).

**Please address Responses to the Request for Statements of Qualifications to:**

Browne Sebright, Housing Program Manager  
Park City Municipal Corporation  
445 Marsac Ave., P.O. Box 1480  
Park City, Utah 84060  
[browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org)

**Responses are due by 3:00 p.m. on Friday, March 3, 2023.** Responses to the Request for Statements of Qualifications that are not received by PCMC by the time and date specified will be considered late and thus subject to disqualification from consideration by PCMC. PCMC reserves the right to reject any late, incomplete, or irregular submissions and reserves the right to waive any non-material irregularity in submissions.

## SECTION III – SELECTION PROCESS AND CRITERIA

### SELECTION CRITERIA

The following is a guide to the criteria that will be used in evaluating development teams:

<b>CRITERIA</b>	<b>Weighting</b>
Quality and completeness of information submitted in response to this RSOQ	10 percent
<b>QUALIFICATIONS</b>	
Understanding of work to be completed.	10 percent
Qualifications/expertise of team	20 percent
Expertise in following residential architectural design, and entitlement processes.	20 percent
Evaluation of past projects and experience in Park City, Summit County, or similar communities.	20 percent
<b>SCHEDULE</b>	
Approach to the project and schedule outlining critical path items.	10 percent
Capacity to undertake and complete the Project in a timely manner.	10 percent

### SELECTION PROCESS

The selection process will proceed on the following schedule:

1. Identify a short-list of Respondents: PCMC will form a selection committee to review the submitted Responses and provide recommendations to PCMC. PCMC will take the selection committee's recommendations into consideration and identify a shortlist of Respondents.
2. Identify a first- and second-ranked Respondent: PCMC will notify the Respondents selected for the shortlist and may ask them to participate in an interview to discuss their qualifications in further detail. PCMC may select first-ranked and second-ranked Respondents.
3. Negotiations with first-ranked Respondent: The first-ranked Respondent will be given a defined period of time to negotiate and execute a Design Professional Services Agreement with PCMC. In the event that exclusive negotiations are conducted and an agreement is not reached, PCMC reserves the right to enter into negotiations with the next highest-ranked Respondent without the need to repeat the formal solicitation process.

4. If a contract satisfactory to PCMC can be negotiated at a fee considered fair and reasonable, the award shall be made to that Respondent. Otherwise, negotiations with the Respondent shall be formally terminated and the City will move on to the next Respondent.
5. Park City Municipal'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.
6. PCMC reserves the right to complete the selection process without proceeding to an interview process and may choose to select based on the information supplied in the Statement of Qualifications. PCMC reserves the right to select the respondent(s) whose qualifications, in the City's sole judgment, best meet the needs of the City. Award of contract is subject to approval by the City Council of Park City.
7. Final selection and subsequent agreements are subject to approval by the City Council in a public meeting.

**TENTATIVE SCHEDULE OF THE SELECTION PROCESS**

- |                                    |                        |
|------------------------------------|------------------------|
| 1. Responses to the RSOQ deadline: | March 3, 2023          |
| 2. Selection of Firm(s):           | week of March 13, 2023 |
| 3. Finalize and Award Contract:    | week of March 27, 2023 |
| 4. Project Completion              | Spring/Summer, 2024    |

**SECTION IV – QUALIFICATION AND SELECTION**

- A. This RSOQ has been advertised and is open to all licensed, qualified architects. A committee of staff from the Housing, Building, Engineering, and Public Utilities Departments will review the SOQs to determine which meet the qualifications.
- B. Disqualification of Respondents submitting SOQ's: The selection committee, upon investigation, may disqualify a contractor based upon the selection criteria of Section III above.
- C. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with our insurance/indemnity provision) counts against a bidder.
- D. PCMC will negotiate a contract with the highest ranked design professional for the required services at compensation determined to be fair and reasonable. If no fair and reasonable compensation and satisfactory contract documents can be negotiated, PCMC must formally terminate negotiations, and undertake negotiations with the next-highest scoring design professional, repeating this process as necessary until an agreement is reached.
- E. Park City reserves the right to:
  1. Disqualify incomplete SOQs.
  2. Waive minor defects in the SOQs submitted.

3. Request additional information from respondents.
4. Change the nature or scope of the project without penalty.
5. Negotiate terms with one or more of the prequalified firms.
6. Reject any or all SOQs for any reason, without penalty.
7. Take any steps deemed necessary to act in the City's best interest.

## **SECTION V – MISCELLANEOUS**

All questions shall be submitted in writing no later than 2:00 p.m. on Friday, February 17, 2023, to: [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org). Final modification or addenda will be made on the website by **5:00 p.m. on Tuesday, February 21, 2023**.

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. All proposals shall remain valid for ninety (90) days from submission. PCMC reserves the right to change any dates or deadlines. It is PCMC'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.

PCMC reserves the right to cancel or modify the terms of this RSOQ 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 RSOQ. PCMC will provide Respondents with 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. If there is a conflict between the written and numerical amount, the written amount shall supersede

PCMC reserves the right to change any dates or deadlines.

No statement 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 RSOQ.

## **SECTION VI – PCMC AND CITY NON-LIABILITY & RELATED MATTERS**

1. No Representation or Warranties - All facts and opinions stated herein, any additional data including, but not limited to statistical and economic data and projections, are based on available information, and no representation or warranty is made with respect thereto by PCMC.
2. PCMC Discretion, Non-Liability, Waivers, and Hold Harmless – Respondents acknowledge by submitting information and Responses to PCMC that PCMC does not undertake and shall have no liability with respect to the development program, the RSOQ, and responses thereto or with respect to any matters related to any submission by a Respondent. By submitting a Response to the RSOQ, the Respondent releases PCMC from all liability with respect to the development program, the RSOQ, and all matters related thereto, covenants not to sue regarding such matters, and agrees to hold PCMC harmless from any claims made by the Respondent or anyone claiming by, through, or under the Respondent in connection therewith.

## **SECTION VII – EXHIBITS**

**Exhibit A:** Property Site Map

**Exhibit B:** Zoning Context Map

**Exhibit C:** Conceptual Triplex Layout

**Exhibit D:** Park City Municipal Corporation Design Professional Services Agreement

EXHIBIT A

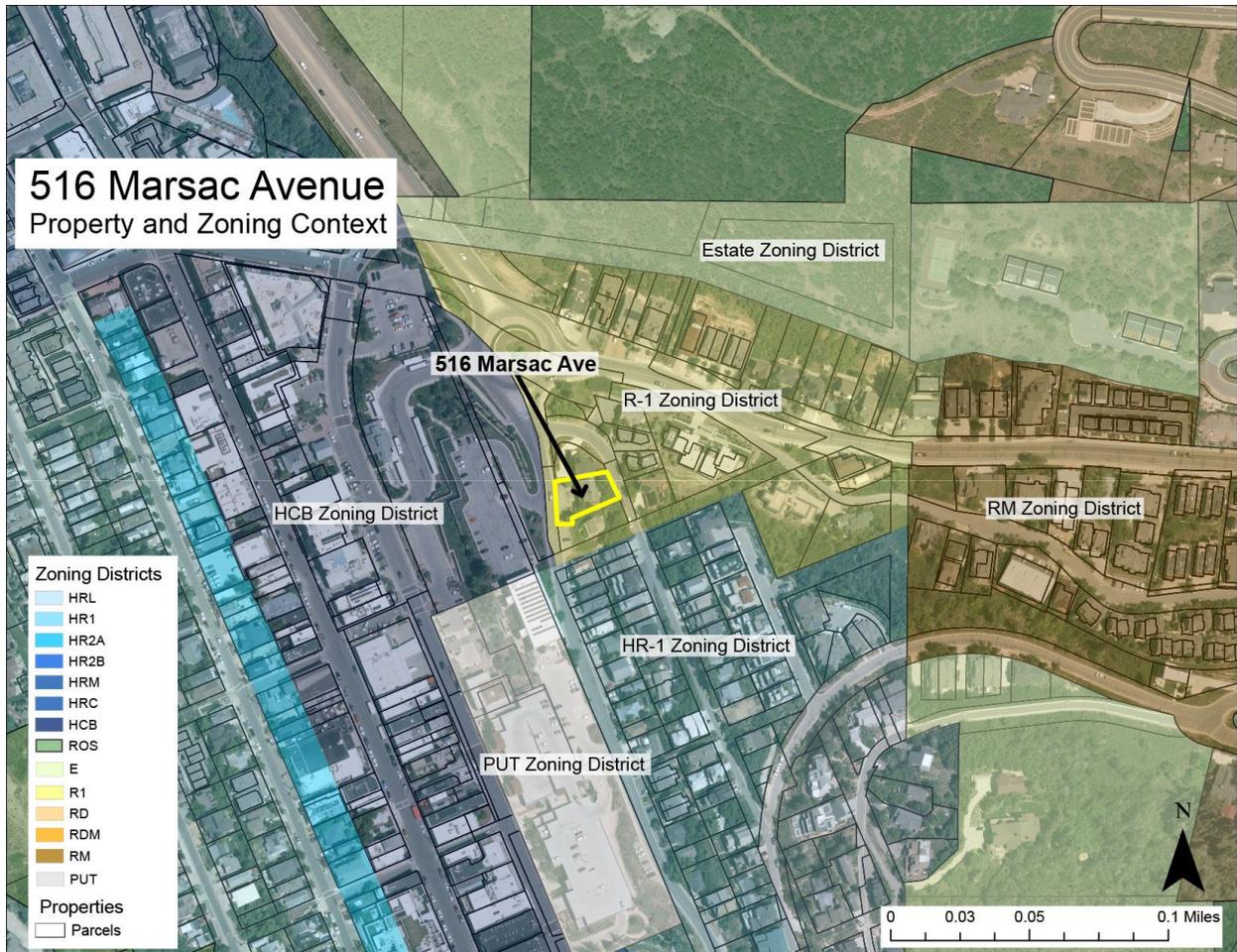
PROPERTY SITE MAP

# 516 Marsac Avenue Parcel



0 0.01 0.01 0.02 0.03 0.04 Miles

EXHIBIT B  
ZONING CONTEXT MAP



# EXHIBIT C

## CONCEPTUAL TRIPLEX LAYOUT



**AFFORDABLE HOUSING - TRIPLEX**  
FEASIBILITY STUDY 11-01-2022  
575 MARSHAC AVE.  
PARK CITY, UT

**EXCLUDED CONSTRUCTION**

**3D DIAGRAMS**

PROJECT NO. A 003

DATE 11-01-2022

DESIGNED BY ARCHITECTURE

SEE SCALE FLOOR PLAN



3 | 3d Level 03  
SCALE

2 | 3d Level 02  
SCALE

1 | 3d Level 01  
SCALE

EXHIBIT D

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

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and \_\_\_\_\_, a \_\_\_\_\_ (Insert state of incorporation) \_\_\_\_\_ (insert either "corporation" or "limited liability company"), ("Design Professional"), collectively, the City and the Design Professional are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

**1. SCOPE OF SERVICES.**

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

The City has designated \_\_\_\_\_, or his/her designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

**2. TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on \_\_\_\_\_ or earlier, unless extended by mutual written agreement of the Parties.

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

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Design Professional except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Design Professional for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Design Professional shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Design Professional within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Design Professional acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

**4. RECORDS AND INSPECTIONS.**

- A. The Design Professional shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Design Professional shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Design Professional shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Design Professional shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Design Professional's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Design Professional pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information

that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The Parties intend that an independent Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
  
- B. In the performance of the services herein contemplated the Design Professional is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

**6. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.**

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

**7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.**

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or

(2) the Design Professional's subconsultant's or subcontractor's negligence.

- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. If such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.
- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement.
- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.

- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. INSURANCE.**

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

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

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

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

If written on a claims-made basis, the Design Professional warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

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

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

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Design Professional shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Design Professional's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

**9. TREATMENT OF ASSETS.**

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

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

- A. The Design Professional, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Design Professional is required to have a valid Park City business license.
- C. The Design Professional specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Design Professional shall register and participate in E-Verify, or an equivalent program. The Design Professional agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional hereby warrants that the services performed by its employees or sub-contractors will be performed

substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

**11. NONDISCRIMINATION.**

Any Design Professional 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 nondiscrimination 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, Design Professional 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 of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. 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 Design Professional shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Design Professional not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Design Professional stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

**13. CHANGES.**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

**14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.**

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

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

- A. All work proposed by the Design Professional is based on current government ordinances and fees in effect as of the date of this Agreement.

- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

**16. TERMINATION.**

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

**17. NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it 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

**DESIGN PROFESSIONAL NAME**

Address:

Address:

City, State, Zip:

Tax ID#: \_\_\_\_\_

PC Business License# BL\_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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