

REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
WATER AND STORMWATER
GENERAL ENGINEERING SERVICES



Park City Municipal Corporation (PCMC)

P.O. Box 1480

Park City, Utah 84060

Issued October 27, 2023

Respondents and their agents are instructed not to contact PCMC employees, agents or contractors of PCMC, selection committee members, the Mayor's office or staff, members of the City Council, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RSOQ to the creation of the approved vendor list resulting from this solicitation. PCMC, in its sole discretion, may disqualify a Respondent for violation of this provision.

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSOQ)

PCMC is inviting qualified persons or firms (Respondents) to provide Statements of Qualifications (SOQs) for **Water and Stormwater System General Engineering Services**. **PCMC will use the SOQs to create an Approved Design Professional Vendors List. Vendors and the SOQs from approved vendors will be used for future procurements, including evaluations of SOQs for specific projects.**

SOQs DUE: By 4:00 p.m. on Wednesday, November 22, 2023

Submit SOQs electronically via email to griffin.loyd@parkcity.org. The SOQs will be opened after the submission deadline.

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

RSOQ AVAILABLE: The RSOQ will be available on October 27, 2023, on the Utah Public Procurement Place (U3P) and PCMC websites. Any modifications to the RSOQ or responses to questions submitted will be added as an addendum to the RSOQ posted on the U3P and PCMC websites. It is the responsibility of Respondents to regularly check for addenda.

QUESTIONS: All questions regarding the RSOQ must be submitted in writing by email to griffin.loyd@parkcity.org by **5:00 p.m. on Friday, November 17, 2023**. Please do not submit the same question multiple times.

PROJECT DESCRIPTION (brief): Provide general engineering services for water and stormwater infrastructure for the PCMC Public Utilities Department.

PROJECT DEADLINE (if applicable): May 31, 2025

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

CONTACT:
Griffin Lloyd, Public Utilities Engineer
Griffin.Lloyd@parkcity.org

SOQs will remain valid for 90 days after submission for the purpose of creating the approved vendor list. SOQs from approved vendors will be retained and evaluated until May 31, 2025. PCMC reserves the right to reject any or all SOQs received for any reason. Furthermore, PCMC reserves the right to change dates or deadlines related to this RSOQ. PCMC also reserves the right to waive any informality or technicality in SOQs received when in the best interest of PCMC.

1.0. Introduction.

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

This is a solicitation for general engineering services including water and stormwater related services and is not related to any specific project. PCMC’s approach is to select qualified Respondents to create an “Approved Vendor List” that will be utilized to select vendors for future projects.

The Approved Vendor List will be used from its creation until May 31, 2025.

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

1.1. General Request for Statements of Qualifications (“RSOQ”) and Submittal Information

In accordance with PCMC’s procurement policy, PCMC will select Respondents based on the SOQs to develop an Approved Vendor List. Subsequently, as future projects arise, PCMC will procure services using the Approved Vendor List. Some services may be acquired directly from vendors on the Approved Vendor List.

Other services may be acquired through an evaluation committee scoring the SOQs from the Respondents on the Approved Vendor List to rank Respondents for the specific project. PCMC would then negotiate the terms of an agreement with the highest ranked Respondent. If an agreement cannot be reached, PCMC would terminate the negotiation and begin negotiating with the next highest ranked Respondent until an agreement is reached. PCMC reserves the right to terminate negotiations with selected firms should PCMC determine it to be in PCMC’s best interest.

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

PCMC reserves the right to reject any and all SOQs submitted.

1.2. Tentative Project Schedule

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

Park City Municipal Corporation RSOQ Water and Stormwater General Engineering Services

<u>MILESTONE</u>	<u>DATE</u>
<u>RSOQ Solicitation Period*</u>	
Issuance of RSOQ	October 27, 2023
Questions Accepted	October 27, 2023 – November 17, 2023 4:00 pm (local time)
Final Questions and Responses Published	November 20, 2023
Proposal Due Date	Wednesday, November 22, 2023 – By 3:00 pm (local time)
Approved Vendor List Selection	November 30, 2023
Approved Vendor List Valid and Contracting for Future Projects	through May 31, 2025

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

2.0. Scope of Project.

To assist with the preparation of a focused and responsive SOQ, this section is intended to provide Respondents with a brief background on the relevant departments within PCMC.

2.1. PCMC

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

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

Public Utilities also operates and maintains a stormwater system consisting of piped and open channel conveyance networks, measuring devices, and detention basins. PCMC is an MS4 permittee.

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

Additional information about PCMC can be found on its website at: www.parkcity.org.

2.2 Needed Assistance

PCMC Public Utilities Department and Engineering Division routinely require assistance to supplement staffing resources in the areas of water and stormwater for studies, system

Park City Municipal Corporation RSOQ Water and Stormwater General Engineering Services

modeling, planning and design, asset repair/renewal/replacement, and construction related services.

It is anticipated that multiple firms will be selected to create a vendor pool, based on the qualifications and expertise of the Respondents, to provide expertise and engineering services when PCMC identifies its available resources are exceeded.

2.3 Areas of Interest

Areas where assistance may be required include:

- ☐ Water Resources & Conservation
- ☐ Infrastructure Engineering, Distribution System
- ☐ Asset Management
- ☐ Construction Services
- ☐ Telecommunications Management, Design & Planning
- ☐ Survey Services
- ☐ Instrumentation & Controls
- ☐ Roadway/Pavement/Active Transportation/Sidewalk/Curb Ramp Design Services

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

2.4 Tentative Services

The scope of services set forth in this RSOQ represents an outline of the work that PCMC anticipates Respondent(s) may be requested to perform associated with each of the areas of interest categories, and is presented for the primary purpose of allowing PCMC to evaluate proposals. As projects arise, a scope of services will be developed. PCMC may acquire services directly from the Approved Vendor List or an evaluation committee may be used to score SOQs from approved Respondents. PCMC may request additional information or interviews at that time. PCMC may negotiate fees with the top-ranking Respondent for specific project tasks and associated services.

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

Water Resources and Conservation

- Water Resources Conservation reporting;
- Irrigation systems, ditches, and control structures;
- Small hydraulic structures and analysis;
- Water loss analysis program; and
- Water conservation related assistance.
- Regression analysis, or similar tool, to identify water loss drivers in a dataset

Infrastructure Engineering and Management

- Studies and evaluations;

- Economic analysis and value engineering;
- Master Planning;
- Design review for proposed private development;
- Modeling and hydraulic analysis;
- Storage and pumping studies;
- Technical specifications and details revisions;
- Infrastructure design: including small diameter pipelines, pressure reducing stations, metering stations, booster stations and appurtenances; cost estimating; and drinking water well rehabilitation;
- Water treatment plant design for PFAS removal
- Telecommunications (fiber, radio, wireless & other means of transmitted communications): including master planning, design, implementation & maintenance; SCADA software application
- General program management e.g., development of project schedules, budgets and implementation plans for upcoming individual water projects and various other asset management related projects;
- Impact Fee support including preparation of Impact Fee Analysis and support for Impact Fee Financial Analysis documents.

Asset Management

- Condition assessment; and
- Preparation of Asset Management Plans: including lifecycle strategies, governance, asset inventory/organization, management tools, decision-making strategy, asset maintenance, and work management plans.

Construction Services

- Construction administration, management, and inspection.

Survey Services

- Topographic and existing conditions survey, legal descriptions, as-built surveying, and GIS / GPS assistance (aerial mapping is not included in this RSOQ).
- Map the impervious area for every lot in the City.

Instrumentation and Controls

- Instrumentation, control systems, and associated telemetry.

General Engineering Services

- Prepare roadway/sidewalk/active transportation geometric approval drawings;
- Prepare estimated costs for capital projects; and
- Provide analysis and documents to a complete scope of work for general engineering projects.

3. SOQ REQUIREMENTS AND CONTENTS

3.1 General

The SOQ should include the following key elements in accordance with the instructions and requirements set out in this RSOQ. PCMC is interested in responses that specifically illustrate

Park City Municipal Corporation RSOQ Water and Stormwater General Engineering Services

qualifications, abilities, and experience of personnel to perform services in the areas of interest identified in Section 2 of this RSOQ.

Respondents should be aware that the requested information and requirements stated in this RSOQ are minimum requirements. Respondents are responsible for reviewing Section 2 and describing qualifications to address the needs presented. Respondents are encouraged to make additions that they believe will further assist PCMC in evaluating their qualifications.

3.2 SOQ Format

The SOQ should be as concise as possible while adhering to the format and information requirements described below. SOQs should be prepared simply and economically, providing a straightforward, concise description of Respondent's capabilities to satisfy the requirements of the RSOQ. Emphasis should be on completeness and clarity of the content. Any page limits identified do not include table of contents, dividers, etc..

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

PART 1 - Administrative Response

- Section A. Letter of Introduction
- Section B. Client References
- Section C. Insurance and Design Professional Services Agreement Requirements

PART 2 - Technical Response

- Section A. Identify Specific Areas of Interest Covered by SOQ
- Section B. Organization and Key Personnel
- Section C. Summary

PART 3 - Attachments

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

PART 1 - Administrative Response

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

A. LETTER OF INTRODUCTION

Two (2) Page Limit.

Please provide a letter of introduction that briefly:

1. States Respondent's interest in providing Water and Stormwater General System Engineering Services to PCMC.
2. Acknowledges receipt of RSOQ addenda, if any.

3. Identifies name of the Respondent firm and provides the location of the office that will be primarily responsible for the work.
4. Identifies the Project Manager in your organization (provide address, telephone number, and email address) for future correspondence on projects.
5. Includes the signature of a person authorized to bind the offering organization to the terms of the SOQ.
6. Includes Federal tax ID number and state of incorporation.
7. States that the SOQ includes all terms and conditions required by the RSOQ.
8. Contains a statement to the effect that the SOQ shall remain valid until May 31, 2025. If any substantial changes occur, Respondents on the Approved Vendor List must update the SOQ on file with PCMC.
9. Contains a statement certifying that there is no known conflict of interest.

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

B. CLIENT REFERENCES

Two (2) Page Limit

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

C. INSURANCE AND DESIGN PROFESSIONAL SERVICES AGREEMENT REQUIREMENTS

1. Park City Municipal Corporation (City) is expecting to enter into Design Professional Services Agreements with the selected Respondents as required to complete the projects. A sample of the agreement is provided in **Exhibit "A"** to the RSOQ. Respondents selected to provide services shall be required to enter into a written agreement in substantially the form as shown in the attached sample agreement which shall be the basic form used to develop the final agreement.
2. Signature on a Respondent's SOQ acknowledges that the Respondent is willing to enter into the agreement if awarded a contract for a project. Respondents are advised to read thoroughly the sample agreement as the selected Respondent will be required to comply with its requirements.
3. **If Respondent takes exception to any term or condition set forth in this RSOQ and/or the sample agreements and any of its exhibits and attachments, said exceptions must be clearly identified in the SOQ. ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PCMC'S STANDARD AGREEMENT MUST BE SUBMITTED TO PCMC NO LATER THAN THE SOQ SUBMITTAL DEADLINE. PCMC MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRES. ANY CHANGES TO PCMC'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PCMC'S SOLE DISCRETION.**
4. **Exceptions or deviations to any of the terms and conditions must be submitted as an attachment accompanying the SOQ and identified as "Exceptions." PCMC shall be the sole determiner of the acceptability of any exception. The nature and extent of**

requested changes to our standard contract (i.e., unwillingness to comply with our insurance/indemnity provision counts against a Responder). Such exceptions shall be considered in the evaluation and the award processes.

PART 2 - Technical Response

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

A. IDENTIFY SERVICES PROPOSED TO BE PROVIDED BY THE RESPONDENT

One (1) Page Limit.

From the information listed in Section 2 of the RSOQ, provide a list of services the Respondent is qualified to perform and desires to be considered for under the SOQ. The list shall be consistent with the "Areas of Interest" identified in Section 2.3.

B. ORGANIZATION & KEY PERSONNEL

Three (3) Page Limit.

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

1. Organization

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

2. Key Personnel

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

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

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

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

C. SUMMARY

Two (2) Page Limit.

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

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

4. STATEMENT OF QUALIFICATIONS EVALUATION PROCESS AND CRITERIA

An Evaluation Committee, established by PCMC, will review the submitted SOQs and determine which Respondents to place on the Approved Vendor List. This section describes the process and criteria by which the Evaluation Committee will evaluate the SOQs. The evaluation process steps and criteria are as follows:

A. Administrative and Completeness Screening (Mandatory Requirements)

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

1. SOQ must be received by the exact time and date set and at the stated location for receipt of SOQs.
2. SOQ must include all properly executed Administrative Response items.
3. SOQ must not contain false or intentionally misleading statements or references that do not support an attribute or condition contended by the Respondent.
4. SOQ must not be intended to mislead PCMC in its evaluation of the SOQ and the attribute, condition, or capability of Respondent.
5. Respondents must not have a conflict of interest as stated in this RSOQ.
6. Respondent must agree to the terms of the Design Professional Services Agreements attached to the RSOQ. By submittal of a signed SOQ, Respondent indicates acceptance with the terms of the Design Professional Services Agreements.

B. Grounds to Reject a SOQ

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

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

C. Evaluation of Statements of Qualifications for Approved Vendor List

The evaluation committee will be comprised of qualified persons, which may include PCMC staff or representatives from other public and private stakeholders. The evaluation committee will open, review, and evaluate all SOQs for each Area of Interest applied for, and an Approved Vendor List will be created for each Area of Interest.

Evaluation Criteria

The technical evaluation will be based upon a determination by PCMC's evaluation committee members as to how well each SOQ meets PCMC's requirements as presented in this RSOQ. Each SOQ will be evaluated

1. Proposal Criteria Weighting

Statements of Qualifications will be evaluated by the evaluation committee on the criteria and the corresponding weight factors listed below.

	Maximum Points
A. Client References	(15)
B. Insurances and DPSA Requirements	(10)
C. Personnel and Relevant Qualifications	(60)
G. Summary	(15)
Maximum Total Points	(100)

2. Proposal Scoring Scale

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

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

SOQs will be scored by Area of Interest, and each SOQ scoring over 75 will be placed on the Approved Vendor List for the specific Area of Interest. Only Responsive, Responsible Vendors which meet the score thresholds will be included on the Approved Vendor Lists.

D. Evaluation of Statements of Qualifications for Future Projects

The SOQs of approved vendors will be retained and reviewed for upcoming projects under contract before May 31, 2025.

For purchases above PCMC's small purchase threshold, an evaluation committee will review and score SOQs of approved vendors based on the evaluation criteria identified with upcoming projects and scopes of services. The evaluation committee will be comprised of qualified persons, which may include PCMC staff or representatives from other public and private stakeholders. The evaluation committee will open, review, and evaluate all SOQs. The preliminary technical score for each SOQ will be the average of the combined scores of all Evaluation Committee members.

1. Ranking a Statement of Qualification

- a. After each SOQ is scored, it will be placed on a list, in rank order, with the highest scoring SOQ placed first and the remainder in descending order based on score.
- b. If SOQs cannot be ranked from the information provided in the SOQs or if additional information or clarification is required, PCMC may request additional information or may invite Respondents submitting the most highly ranked SOQs to interviews.

2. Interviews

- a. If applicable, Respondents invited to participate in an interview will be scored by the evaluation committee on their responses. The evaluation committee may use patterned questions and/or questions specific to the project to conduct these interviews. The evaluation committee may provide the Respondents with a copy of the questions and/or issues to be addressed and a format for structured discussions.
- b. Respondents should anticipate travel to PCMC for the interviews. The Respondent is responsible for any travel costs associated with participating in interviews. At the discretion of PCMC, discussions may be held via conference call or online video meeting.
- c. Upon completion of the interviews or information gathering, the evaluation committee may make adjustments to the preliminary scores and re-rank the SOQs. From the Respondents with which discussions are held, the evaluation committee intends to select, based upon the established criteria, the Respondent who is deemed to be the most highly qualified to provide the required services.

3. Notice of Selection

Subsequent to the SOQ evaluations, including reviewing any additional information and the interviews with Respondents, PCMC will notify the top-scoring Respondent(s).

4. Negotiations

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

The top ranked Respondent will be required to submit:

- a. A list of rates for key personnel listed in the SOQ.
- b. In the event that negotiations are not successful, PCMC may terminate the negotiation and enter into negotiations with the next highest scoring Respondent, and so on.
- c. Upon successful negotiations with the Respondent, PCMC staff will present a recommendation to City Council or the City Manager, as applicable, to enter into an agreement with the selected Respondent.

5. Contract Authorization

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

E. Procurement Through Other Processes

PCMC may also acquire services under any of the Areas of Interest utilizing the Approved Vendor List and following any process allowed under PCMC's Procurement Rules.

5. GENERAL PROVISIONS

PCMC reserves the right to reject any and all SOQs for any reason.

A. Government Records Access and Management Act.

All submittals will be treated as public records in accordance with the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA") unless otherwise designated by the Respondent pursuant to Utah Code § 63G-2-309, as amended. The burden of claiming an exemption from disclosure shall rest solely with each Respondent. Respondent shall submit any materials for which Respondent claims a privilege from disclosure marked as "Confidential" and accompanied by a statement from Respondent supporting the exemption claim. PCMC shall make reasonable efforts to notify Respondent of any GRAMA requests for documents submitted under an exemption claim. Respondent waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA. Please note the following:

1. Respondent must not stamp all materials confidential. Only those materials for which a claim of confidentiality can be made under GRAMA, such as trade secrets, pricing, non-public financial information, etc., should be stamped.
2. Respondent must submit a letter stating the reasons for the claim of confidentiality for every type of information that is stamped "Confidential." Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Failure to timely submit a written basis for a claim of "Confidential" may result in a waiver of an exemption from

disclosure under GRAMA.

3. For convenience, a Business Confidentiality Request Form ("BCR Form") is attached to this RFP as **Attachment 1**. Respondent must submit a completed BCR Form at the time of submission of any proposal.

B. Ethics.

By submission of a proposal, Respondent represents and agrees to the following ethical standards:

REPRESENTATION REGARDING ETHICAL STANDARDS: Respondent represents that it has not: (1) provided an illegal gift or payoff to a PCMC officer or employee or former PCMC 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 of bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in PCMC's conflict of interest ordinance, Title 3, Chapter 1 of the Park City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a PCMC officer or employee or former PCMC officer or employee to breach any of the ethical standards set forth in PCMC's conflict of interest ordinance, Title 3, Chapter 1 of the Park City Code.

C. No Representations or Warranty.

It is the responsibility of each Respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve Respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at Respondent's own risk and no representation or warranty is made by PCMC regarding the materials in the RFP.

D. Cost of Developing Proposals.

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Respondent. PCMC assumes no liability for any costs incurred by Respondents throughout the entire selection process.

E. Equal Opportunity.

PCMC will make every effort to ensure that all Respondents are treated fairly and equally throughout the advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

F. Proposal Ownership.

All proposals, including attachments, supplementary materials, addenda, etc., will become the property of PCMC and will not be returned to the Respondent.

G. Modification of RFP.

PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. PCMC will provide written notice to Respondents of any cancellation and/or modification.

H. Financial Responsibility.

No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the PCMC, or that may be deemed irresponsible or unreliable by PCMC. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.

I. Local Businesses.

PCMC's policy is to make reasonable attempts to support local businesses by purchasing goods and services through local vendors and service providers, subject to Federal, State, and local procurement laws.

J. Attachments (if applicable)

Attachment 1: Request for Protected Status

Attachment 2: Park City Municipal Corporation Design Professional Services Agreement

Attachment 1

REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah's Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2-309)

I request that the described portion of the record provided to Park City Municipal Corporation be considered confidential and given protected status as defined in GRAMA.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary): _____

The claim of business confidentiality is supported by (please check the box/boxes that apply):

- () The described portion of the record is a trade secret as defined in Utah Code § 13-24-2.
- () The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
- () The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code § 11-13-103(4).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

Date: _____

Attachment 2
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 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 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.

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- 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

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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.

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- 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

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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.

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- 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

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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.

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- 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.

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- 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

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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.

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21. ENTIRE AGREEMENT.

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

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

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

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

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

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue

Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

DESIGN PROFESSIONAL NAME

Address:

Address:

City, State, Zip:

Tax ID#:

PC Business License#

BL _____

Signature

Printed name

Title

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

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: _____