



## NOTICE

Park City Municipal Corporation Request for Statements of Qualifications (Non-Bid) for A

*Long Range Transportation Plan*

**PROPOSALS DUE:** Thursday, January 18, 2018 by 5:00 pm. MST.

**PROJECT NAME:** Long Range Transportation Plan

**RFP AVAILABLE:** Wednesday, January 3, 2018

**OWNER:** Park City Municipal Corporation  
445 Marsac Ave  
Park City, UT 84060

**CONTACT:** Alfred Knotts  
Transportation Planning Manager  
Alfred.Knotts@parkcity.org

**PROJECT DEADLINES:**

The deadline for the receipt of proposal submittals is 5:00 p.m. (MDT) on Thursday, January 18, 2018. Please respond to: Alfred Knotts, Transportation Planning Manager, in the Transportation Planning Department, Park City Municipal Corporation, 445 Marsac Avenue, Park City, UT 84060.

All questions shall be submitted in writing via email to Alfred Knotts, Alfred.Knotts@parkcity.org or via facsimile to: 435-615-4901 by 5:00 p.m. MST, Friday, January 12, 2018. All responses will be posted at parkcity.org on or before 2:00 p.m. MST, Monday, January 15, 2018.

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

**Park City Municipal Corporation is requesting proposals from qualified consultants for an update to the Transportation Master Plan.**

**I. Project Background/Purpose:** Park City Municipal Corporation (“PCMC” or “Park City”) is noted for providing world class recreational opportunities and a multi-modal transportation system for all users and abilities nestled in a thriving historic mountain community. In addition, PCMC has North America’s most ambitious climate goals: to be net-zero carbon and running on 100% renewable electricity by 2022 for municipal operations, and by 2032 community-wide. PCMC seeks consultant services to assist in developing a well-designed low emissions long range transportation plan that fits the values of the community and serves the needs of residents, visitors, and businesses for generations to come. In 2011, the Traffic and Transportation Master Plan (“TTMP”) was developed to analyze a broad range of multi-modal approaches and overall goals that reflected the values of the community. The 2016 Park City General Plan addresses an overall community vision with land use strategies and elements of transportation. Subsequent plans and transportation studies for the downtown, gateway corridors, commercial and arts districts, and transit system have incorporated new ideas and approaches that need to be integrated and tied together into a comprehensive blueprint for Park City’s transportation network. Given the region’s growth patterns, economic conditions, and technological advancements since 2011, Park City needs to re-examine its transportation goals, establish long range transportation targets, identify projects, focus on sustainable transportation, and develop future long and short term transportation plans. Additionally, the plan will provide a policy guidance document with concrete target goals, objectives, design standards, ongoing performance monitoring program, and implementation projects that are phased and fiscally constrained for a long range transportation plan.

**II. Project Tasks:** Statement of Qualifications are requested from consultants and sub-teams interested in providing services in all ten (10) task areas listed below.

**Task 1: Project Management**

- i. Consultant shall propose a project management approach that includes an interdisciplinary Park City staff group, regional partners and stakeholders, and an executive team.
- ii. The project proposal shall include regular project updates and coordination between consultant team members and City staff.

**Task 2: Establish Vision, Goals, and Performance Measures**

- i. Establish vision and concrete goals and targets for a desired future condition through the 2050 planning horizon that focuses on reducing dependency on the private automobile.
- ii. PCMC leaders have asked that a desired mode split leaning towards transit and a local VMT reduction be considered as target performance measures for this plan. As part of the goal setting process, the consultant shall identify targets for the plan that will be part of the metric and reporting program. (Refer to City Council Work Session on August 17, 2017, for background and Staff Report for a list of targets and discussions. This is by no means an exhaustive list but a starting point for this task.)

**Task 3: Needs and Opportunities**

- iii. Gather relevant multi-modal local and regional transportation data.

- iv. Determine current land use and trip generation.
- v. Identify current transportation uses and users.
- vi. Determine future land uses primarily based off of 2014 General Plan.
- vii. Determine trip generation for future land uses and users.
- viii. Identify future technologies and current transportation modes.

**Task 4: Future Needs and Analysis**

- i. Analyze and evaluate how the existing transportation system accommodates future local and regional needs.
- ii. Generate and evaluate a maximum of five (5) transportation and land use scenarios that will provide potential outcomes.
  - a. Develop up to five (5) scenarios based on future transportation needs, land use, and community engagement.
  - b. Utilize the Summit County Regional Travel Model as appropriate.
  - c. Develop and refine scenarios through a process tied to the established goals and targets, future needs, and public and stakeholder engagement.
  - d. Develop a preferred multi-modal transportation and land use scenario as the basis for the 2050 network.

**Task 5: Draft Long Range Transportation Plan** - The following elements should be included in the plan:

- i. Develop a fiscally constrained phased plan through 2050.
  - a. Phased list of priority projects that deliver a blueprint for Park City's transportation system.
  - b. Phasing should coincide with the phasing and programming of UDOT STIP, Statewide Long-range Plan, and Utah's Unified Transportation Plan, and programming of local funding.
  - c. Phase I includes a list of more refined conceptual cost estimates and planning level design solutions for identified projects.
    - i. Include a 3-5 year capital facilities plan as part of Phase I.
  - d. Remaining phases include high level engineering conceptual costs and conceptual level design based off opinion of probable construction cost.
  - e. Consultant will base fiscally constrained phasing and derive financial assumptions on existing revenue sources.
    - i. Plan will identify funding needs and potential revenue sources.
    - ii. Plan will also include baseline funding required to operate the current transportation system and maintain infrastructure in a state of good repair.
- ii. Integrated multi-modal network
  - a. Integrates previous plans and identified projects together that include, but are not limited, to Summit County Active Transportation Master Plan, Park City Walkability Plan, Park City Short Range Transit Plan, SR-248 Corridor Improvement project, SR-224 Mountain to Valley Alternatives Analysis, Synderville Basin Master Plan, Region 2 STIP, UDOT Statewide Long Range Plan, Old Town Infrastructure Study, Bonanza Park Transportation Plan, Downtown and Main Street Parking Plan, and Downtown Infrastructure Plan.
  - b. Addresses first/last mile solutions, identifying land use solutions that impact travel demand, parking management, transportation improvements related to fleet electrification, and facilities around current and future transit centers and existing bus stops in City limits.

- c. The plan and phases will be an integrated multi-modal transportation network. The plan will specifically include an active transportation element that builds on the recommendations from the Summit County Active Transportation Master Plan.
    - i. Identifies a network for a wide array of pedestrian and bicycle user types (i.e., a network for the four (4) types of cyclists by Roger Geller, commuter, recreational, e-bikes,). The active transportation element is not limited to on-street improvements, as Park City has a comprehensive multi-use pathway network and Old Town stairways.
  - d. Include transit route planning based on the new regional transit hub in Bonanza Park focusing on neighborhood collectors and feeders. Consider newer technologies for on-demand response micro transit and other systems.
  - e. When developing the planned transportation network, evaluate potential aerial connections and other available modes from transit hubs and park and rides network.
  - f. Establish street typologies and related street characteristics.
    - i. Include a prioritization methodology and street cross-sections for the multi-modal network. Include design standards that build off of the 2011 TTMP street-cross sections to assign street typologies and detailed cross-sections based on land use context, multi-modal options.
    - ii. Prioritization methodology is mode based.
  - g. Develop a freight and commercial delivery circulation plan and preferred route for major destinations and commercial districts.
  - h. Include a 5-10 year road improvement plan that may allow for efficiencies and additional improvements.
- iii. Intelligent Transportation Systems (ITS) Plan
    - a. Addresses current available proven technologies, identifies location, use, and integrates into the transportation network that could include, but not be limited to, electronic informational boards, driver feedback signs, real-time travel information for all users, traffic cameras, comprehensive transportation mobile applications, innovative network demand management (i.e. congestion pricing), car share systems, innovative road maintenance, on-demand response micro transit/personal rapid transit, autonomous car technology and infrastructure, etc.
    - b. Include future technologies and disruptive technologies.
    - c. Identify management and effectiveness of these technologies, and high level costs and benefits with the future role they may have in the proposed transportation network.
    - d. Any ITS recommendation on UDOT owned roads shall be consistent with the UDOT Statewide ITS plan.
    - e. Propose innovative project delivery and procurement methods such as construction manager at risk, return on investment, and indefinite deliverable/indefinite quantity contracts and unsolicited proposals.
  - iv. Transit Facilities Assessment Plan
    - a. Review proposed transit network and transportation plan, and make recommendations and steps for facilities.
  - v. Drainage, Stormwater, and Utility Coordination
    - a. Identify opportunities to coordinate interdepartmental capital transportation and utility projects.
    - b. Review utility, water, and public works departments CIP project lists.

- vi. Sustainability, Air Quality, and Energy
  - a. Incorporate PCMC's energy and environmental goals throughout the goals, vision, network, and plan development.
  - b. Identify potential measures for mitigation and reduction strategies of GHG emissions, VMT, and other related environmental impacts that PCMC could utilize.
  - c. Determine future grid or infrastructure investments (i.e., alternative fuel technology and infrastructure, and electric vehicles and chargers for e-bikes/vehicles at critical locations such as intercept park and ride lots).
  - d. Develop and recommend policies, land use strategies, and projects to reduce emissions, promote electrification, and mitigate air quality impacts.
- vii. Access to Opportunity
  - a. This may be addressed through the plan goals and other elements, but a specific section will need to address social equity and the ability to access services, housing, schools, government facilities, and employment areas by multi-modes.
- viii. Special Events and Peak Day Planning
  - a. Incorporate transportation demand management standard operating procedures for peak days and special events.
  - b. Formalize and standardize the existing process and operations for tier II and tier III events (events that require supplemental parking, road closures, or over 500 attendees), such as the Fourth of the July, Arts Fest, Sundance, and Ski and Snowboard events. Refer to previous City Council meeting minutes to review the existing transportation operations plans.
  - c. Provide performance metrics for special events so success can be measured or can apply to the mitigation strategy.
- ix. Regional Connectivity
  - a. Considers Park City's position in the regional transportation network and the plan will be structured for optimal integration with neighboring transportation systems and regional plans, such as the Summit County long range transportation master plan and respective UDOT plans not limited to Region 2 plans, and the State-wide Long-range transportation plan.
  - b. Coordination with UDOT to include active transportation network in the Region 2 Bike Plan and UDOT Statewide Pedestrian and Bicycle Plan.

**Task 6: Annual Reporting Program**

- i. Develop a set of performance measures tied to the target goals of the transportation plan.
- ii. Collect necessary data to establish a baseline for existing transportation conditions and ongoing evaluation of the performance measures.
  - a. Consider State and Federal air quality standards as a starting point and recommend a Park City air quality policy.
- iii. Establish an ongoing data collection program for ongoing monitoring and reporting program.
  - a. Identify costs, staff resources, and methods required for monitoring and reporting program.
  - b. If applicable, provide necessary Summit County Travel model developments to support the metric reporting program.
  - c. If applicable, consider or propose necessary technology required for data collection.
  - d. Include opportunity to develop a real-time metrics dashboard on PCMC transportation planning website.

- iv. Develop an annual performance reporting methodology, document, and template that allows the public and decision makers to review the overall progress and efficiency of the transportation system.
  - a. Develop an annual performance report.
  - b. Establish a report template for PCMC staff to illustrate short term and long term metrics and performance to targets that will be published annually.
  - c. Include a metric/mechanism to demonstrate how planned improvements and proposed or completed projects impact overarching transportation goals.

**Task 7: Parking management and related facilities**

- i. Develop a parking demand management plan for parking facilities and Park and Ride intercept lots that are owned and operated by PCMC.
- ii. Identify ITS solutions for parking management.
- iii. Include plans for interfacing of parking and other multimodal facilities or services.
- iv. Include review and recommendations of the parking policy and standards.

**Task 8: Policy and Program Recommendations**

- i. Review and recommend any necessary improvements to the Transportation Impact Fee Facilities Plan.
- ii. Review of best practices and a recommendation for progressive policy and land use solutions that provides high level of mobility to users that may be related to innovation or policy such as road-use management, transportation mitigation, allocation of funding proportional to mode goals, autonomous vehicles, parking standards, VMT related pricing, P3 strategies, and any other related solutions that may succeed in the context of the community.

**Task 9: Public Engagement and Education**

- i. Robust and multi-faceted community engagement plan that is collaborative, multi-media, and engages the community at all levels of developing the plan along with capturing City leadership priorities.
  - a. Facilitate public understanding of current transportation trends, to increase awareness and ownership of the plan and projects.
  - b. Include a process through outreach and education to identify the “tradeoffs” necessary to reach long range transportation goals.
  - c. Utilize Park City’s online engagement platform: EngageParkCity.org.
  - d. Engagement plan includes talking points and messaging that can be shared with PCMC staff and elected officials.
- ii. Transportation Blueprint Document and materials
  - a. Develop a name or “brand identity” for plan that embodies action and projects that the community and decision makers can identify with that could relate to transportation blueprint, action, sustainability, and innovation.
  - b. It is contemplated the final document is an easy to digest, graphically rich 30+ page document with the technical data and supporting materials available in attachments.
- iii. Development of an interactive project map hosted by the PCMC GIS Server that includes the proposed project name, location, cost, mode, identified phase, project status, and any other relevant information.
- iv. Development and ongoing updates through a project website hosted on the PCMC Transportation Planning Website: <http://www.parkcity.org/departments/transportation-planning>.

- a. Includes planning process diagram that illustrates the robust process to develop the vision, goals, scenario planning, and ultimately the plan.

**Task 10: Adoption Process**

- i. Presentations to decision making bodies and stakeholders such as Planning Commission, JTAB Joint Transit Advisory Board, and Summit County Council, Park City Greater Transportation Management Association, and other relevant stakeholders (up to 5 meetings).
- ii. Include milestone, goal setting work sessions and adoption meetings with Park City Council and one (1) work session with Planning Commission.

**III. Timeline:** Interested firms shall provide an estimated timeline that is from February, 2018, through June, 2019, (12-16 months) for the scope of work and services.

**IV. Proposal and Content Requirements:**

- a. Interested firms shall provide three (3) hard copies and one (1) electronic PDF copy of their proposal.
- b. Proposals shall be limited to fifteen (15) pages, not including a cover page and cover letter.
- c. A page is defined as a single sided 8.5 x 11" sized page that contains legible text, pictures, tables, graphs, and other graphics. The pages have no restrictions on font size, spacing, or margins.
- d. Proposals shall include the following information:
  - i. Name, address, email, and telephone number of the firm.
  - ii. A short narrative of firm's qualifications and relevant experience.
  - iii. A statement of understanding regarding the project and a description of proposed approach to the scope of services.
  - iv. Identify the related deliverables.
  - v. A schedule and timeline for completing the work.
  - vi. Names, titles, and previous work experience of the personnel that would be assigned to the project.
  - vii. Proposals shall not contain URL references or digital links to additional information.
  - viii. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties/sub-contractors including their name, experience, and contact information.
  - ix. The selected firm is required to enter into the Park City Municipal Standard Service Provider/Professional Service Agreements attached hereto as Exhibit "A" in its current form. Proposals shall either agree to the standard contract as is or request changes to the form as part of the proposal. If the selected firm takes exception to any term or condition set forth in this proposal and/or the sample Professional Service Provider Agreement and any of its exhibits and attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying proposal identified as "Exceptions." Such exceptions

shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception. The nature and extent of requested changes to the Professional Services Contract (i.e. unwillingness to comply with insurance/indemnity provisions) may exclude the bidder and be a factor in selection.

- e. Proposals lacking required information will not be considered.
- f. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risks.
- g. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- h. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.
- i. Final scope of services and costs will be negotiated with the top scoring firm. If the City and the top firm can't agree on the terms of the contract, the City will begin negotiations with the second ranked firm. This process will continue until the City can agree with a firm on price/scope and a contract will then be awarded. RFP and statements of qualifications shall be honored and are deemed valid and good until the selected project service contract is awarded by City Council.
- j. Price may not be the sole deciding factor.

**V. Selection Process:**

- a. Award of the services contract is subject to final approval by the City Council. The City reserves the right to change any dates or deadlines associated with this proposal.
- b. Consistent with City policy, subject to federal, State and local procurement laws, Park City Municipal Corporation will make reasonable attempts to support local business by purchasing goods and services through local vendors and service providers.
- c. The selected firm for this project will be evaluated by a selection committee made up of municipality staff using the selection criteria below and willingness to comply with insurance/indemnity provision.

**VI. Selection Criteria.** The selection committee comprised of Park City internal team members will use the following criteria to evaluate and select a consultant:

1. Capability and Qualifications of the Firm and Consultant Team (35%)
  - i. Overall firm experience
  - ii. Consultant team experience with transportation planning, design, and consulting services.
2. Project manager (15%)
3. Project Approach (40%)
  - i. Firm’s project approach to the requested scope of services.
  - ii. Schedule and timeline in providing the desired services/product.

**VII. Selection Schedule**

Date	Consultant Selection Schedule
Wednesday, January 03, 2018	Posting of Solicitation Advertisement on Park City website.  All questions must be in electronic written form and received no later than 5:00 p.m. MST on Friday, January 12, 2018
Thursday, January 18, 2018	Electronic and hard copies of proposals are due by 5:00 p.m.
Monday, January 22, 2018	Selection Team Meeting
Wednesday, January 24, 2018	Consultant Selection Interviews (if necessary)
Tuesday, January 30, 2018	Final Consultant Selection Meeting (if necessary)
Thursday, February 15, 2018	Award of contract by City Council

**VIII. Additional Proposal Information**

The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City’s best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

The City reserves the right to reject any or all proposals received for any reason. Furthermore, the City reserves the right to cancel or modify the terms of the RFP (non-bid) and/or project at any time for any reason preceding contract award, and reserves the right to accept or reject any or all proposals

submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.

**Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract. Such insurance information is provided in the sample agreement attached hereto as Exhibit "A". Proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of contract execution.**

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

Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

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

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

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

All submittals shall be public records in accordance with the government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended.

**VI. Submittal Deadline:**

**To be considered, responses must be received by 5:00 p.m. MDT on Thursday, January 18, 2018.**

- One (1) electronic copy of proposal in a .pdf format and three (3) hard copies of the proposal
- Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to [Alfred.Knotts@parkcity.org](mailto:Alfred.Knotts@parkcity.org) and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline.

**Via Courier or Hand Delivery:**

**Park City Municipal Corporation**

**445 Marsac Avenue**

**Park City, UT 84060**

**Attn: Alfred Knotts, Transportation Planning Manager**

**Via USPS:**

**Park City Municipal Corporation**

**P.O. Box 1480**

**Park City, UT 84060**

**Attn: Alfred Knotts, Transportation Planning Manager**

The deadline for the receipt of proposal submittals is 5:00 p.m. (MDT) on Thursday, January 18, 2018.

Please respond to: Alfred Knotts, Transportation Planning Manager, Transportation Planning Department, Park City Municipal Corporation, 445 Marsac Avenue, Park City, UT 84060.

All questions must be in electronic written form and received no later than 5:00 p.m. MST, Friday, January 12, 2018. All responses will be posted at [parkcity.org](http://parkcity.org) on or before 2:00 p.m. Monday, January 15, 2018.

**EXHIBIT "A"**

**PARK CITY MUNICIPAL CORPORATION**

**SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

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

WITNESSETH:

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

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

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

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

**1. SCOPE OF SERVICES.**

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

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

**2. TERM.**

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

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

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

**4. RECORDS AND INSPECTIONS.**

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

such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

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

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

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

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

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

**7. HOLD HARMLESS INDEMNIFICATION.**

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

agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

## 8. **INSURANCE.**

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

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

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

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and 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 limits written as follows:  
  
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**9. TREATMENT OF ASSETS.**

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

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

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through

E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

**11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

**12. ASSIGNMENTS/SUBCONTRACTING.**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is

further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.

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

**13. CHANGES.**

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

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

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.

- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

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

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

**16. TERMINATION.**

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

**17. NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. 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 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.

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

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

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

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

Approved as to form:

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

**SERVICE PROVIDER NAME**

Address:

Address:

City, State, Zip:

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

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 or Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company).

\_\_\_\_\_  
Notary Public