

Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR

*Design Services for a
Park City Old Town Circulation and Access Plan*

NOTICE
REQUEST FOR PROPOSALS (NON-BID)
Design Services
Park City Old Town Circulation and Access Plan

PROPOSALS DUE: By August 22, 2019 to Alexis Verson, Senior Transportation Planner, Transportation Planning Department, Park City Municipal Corporation, 445 Marsac Avenue, Park City, UT 84060

PROJECT NAME: Park City Old Town Circulation and Access Plan

RFP AVAILABLE: August 1, 2019

PROJECT LOCATION: Park City, Utah

PROJECT DESCRIPTION: Circulation and access improvement plan for the Historic District (Old Town) of Park City. Elements of this project include:

- Comprehensive traffic and turning counts and other modal data collection
- Curbside management recommendations – seasonal and permanent
- Event and peak-time circulation
- Residential access plan to mitigate impacts
- Circulation and access recommendations for vehicles, pedestrians, and bicycles
- Wayfinding for pedestrians and parking access
- Integration with commercial and residential parking management program/goals
- Identification and design of tiered/phased implementation strategy including top three priority projects that are interdependent
- 5-year strategic implementation plan and opinion of probable construction costs

PROJECT DEADLINE: The anticipated project completion date is June 2020.

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

CONTACT: *Alexis Verson, Senior Transportation Planner*
Alexis.verson@parkcity.org, FAX: 435-615-4901

All questions shall be submitted in writing no later than Thursday, August 15, 2019 by 4:00 p.m.

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.

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

I. Introduction

PROJECT BACKGROUND/PURPOSE: Park City Municipal Corporation (“PCMC” or “Park City”) is noted for providing world class recreational opportunities supported by a multi-modal transportation system for all users and abilities nestled in a thriving historic mountain community. PCMC is seeking consultant services to assist in developing a holistic, data-driven, strategic, and near-term circulation improvement plan for Old Town (the historic residential and commercial district) that fits the values of the community and historic character and serves the needs of residents, businesses, and visitors. To mitigate traffic and safety issues, a robust and comprehensive data collection effort will be required to recommend on projects, policies, and programs. Additionally, the plan will provide a policy guidance document with concrete measureable target goals, objectives, design standards, an ongoing performance monitoring program, and implementation projects that are phased near-term (12-18 months) and long-term (2-5 years).

PROJECT GOALS: The outcomes of the Old Town Circulation and Access Improvement Plan shall:

1. Make recommendations for vehicular circulation patterns that alleviate impacts on residential areas, promote PCMC’s Transit First policy (**Exhibit B**), reduce conflicts with non-motorized travel, improve traffic flow and safety, and provide a plan for congestion mitigation on peak days (“red days”) where extensive congestion and delay is seen. Some examples of “red days” include the Sundance Film Festival, peak ski season holidays, Christmas week, Fourth of July, and the Kimball Arts Festival. This could include seasonal as well as permanent improvements and/or strategies.
2. Create a pedestrian and bicycle safety and access plan to help connect people from residential neighborhoods and satellite parking areas to Old Town, first/last mile connections to transit, and bicycle amenities like bike racks, storage, and corrals.
3. Analyze existing uses and peak times to create a curbside management plan for freight deliveries, transportation network companies and shuttle pick up/drop off, metered parking, parklets, outdoor dining, and other uses determined in the analysis. This curbside management plan should include seasonal recommendations based on time of year and major events.
4. Be coordinated with the Historic Park City Alliance (“HPCA”), other stakeholders, and adjacent residential property owners, to the maximum extent practicable.

THIS PROJECT MUST RESULT IN:

1. A clear and coordinated strategic implementation plan that is time-bound within a 5 year planning horizon and includes near-term (12-18 months) and long-term (2-5 years) projects.
2. A tiered/phased project list that includes 30% and 100% Plan, Specification, and Estimate (PS&E) for top three priority projects.

3. An implementation plan supported by the public and stakeholders, which is adopted by elected officials.

II. Scope of Project

Proposals are requested from consultants and sub-teams interested in providing the services below. Consultants may respond to some or all of the tasks below. PCMC reserves the right to select consultant(s) for all tasks or a variation of the tasks below.

Task 1: Project Management

- i. Consultant shall propose a project management approach that includes an interdisciplinary Park City staff group, City 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.
- iii. The project schedule should assume that the circulation plan deliverables will be completed in approximately April of 2020.

Task 2: Establish Vision, Goals, and Performance Measures

- i. Establish vision, concrete goals, and targets for a desired vision for Old Town that is consistent with adopted plans and addresses vehicular circulation, event and peak time traffic mitigation for residents, commercial access, curbside management strategies, and pedestrian and bicycle safety and access.

Task 3: Needs and Opportunities

- i. Baseline data is needed in Old Town for both summer and winter peak seasons for:
 - a. Vehicular travel behavior
 - b. Curbside use and parking turn-over
 - c. Pedestrian access constraints
 - d. An understanding of transit use and need
- ii. A study of freight, other delivery, TNC pick up/drop off, and lodging shuttle patterns is needed.
- iii. Other data collection and analysis will be considered at the recommendation of the consultant(s) including, but not limited to, emerging technologies and wayfinding opportunities.

Task 4: Future Needs and Analysis

- i. Understand how the existing Old Town infrastructure can better accommodate current and future travel needs for all modes.
 - a. This includes circulation recommendations for specific sections of Old Town including Park Ave. (from Deer Valley Drive to Heber Ave.), access to Old Town via Heber Ave., King Road, and Hillside Ave.

- ii. Evaluate the use of a “red day” model that is implementable for major special events and peak recreation times that is appropriate and predictable for the community.
- iii. Recommend projects, policies, and programs that are data-driven.
 - a. Conduct microsimulations as deemed needed/necessary.
 - b. Develop and refine scenarios through a process tied to the established goals and targets, future needs, and public and stakeholder engagement.

Task 5: Draft Old Town Circulation Plan

The consultant(s) will create a strategic implementation plan that guides the future of travel in Old Town and mitigates impacts to residential areas. The plan shall craft recommendations with a 5 year planning horizon and phased approach, and:

- i. Recommend top three priority projects for near-term implementation.
 - a) Include design and engineer’s estimates for the top three priority projects.
 - b) Include refined conceptual cost estimates and planning level design solutions for the strategic implementation plan as a whole.
- ii. Indicate a phased approach that coincides with programming local funding sources.
- iii. Recommend projects and policies that directly address pedestrian and bicycle safety and access to and within Old Town.
- iv. Recommend first/last mile projects around the Old Town Transit Center, adjacent neighborhoods, and off-street parking facilities in and around Old Town.
- v. Some minor interim projects will be constructed summer 2019, and the scope for this work will be provided upon contract award.
- vi. Develop a curbside management plan that addresses curbside use by vehicle type, trip purpose, time of day, and season.
 - a. This includes freight and commercial delivery as well as concierge, hotel, TNC and other ground transportation drop off and pick up zones.
- ix. Incorporate transportation demand management standard operating procedures for peak “red days” and special events.
 - a. Provide performance metrics for “red days” so success can be measured or can apply to the mitigation strategy.
 - 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.

Task 6: Reporting Program

- i. Develop an implementation timeline and set of performance measures tied to the circulation plan.
 - a. Provide a template that will provide easy reporting on the implementation of the plan projects and goals.
- ii. Collect necessary data to establish a 2019 baseline for existing transportation conditions and ongoing evaluation of the performance measures.

Task 7: Public Engagement and Education

- i. Include a robust community engagement plan that addresses residents, Old Town businesses, the Park City Lodging Association, the Chamber, and the Visitor's Bureau.
 - a. Facilitate public engagement to understand current transportation, parking, and access needs.
 - b. Include a process through outreach and education to identify the "tradeoffs" necessary to reaching a clear and implementable strategy.
 - c. Utilize Park City's online engagement tools.
 - d. Engagement plan includes talking points and messaging that can be shared with PCMC staff and elected officials.

Task 8: Consultant Discretionary Items

- i. Given consultants may have innovative ideas beyond the limits of the project tasks to support Park City's transportation goals, this task is an opportunity for consultants to provide additional tasks, if necessary, that would complement the contemplated tasks associated with the Old Town Circulation and Access Improvement Plan.
- ii. Include relevant deliverables.

Phase II Optional Task: Project Development

- i. Create Engineer's Estimates for top three priority projects identified at 30% and 100% design.
- ii. Provide bid support by preparing bidding and contract documents for the three projects.
- iii. Provide construction management support for the top three priority projects.

III. Timeline: Interested firms shall provide an estimated timeline that is from September, 2019, through approximately June 2020, for the scope of work and services.

IV. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to fifteen (15) pages, not including a cover page and cover letter, references, and relevant project work examples. A page is defined as a single sided 8.5" x 11" size page that contains legible text, pictures, tables, graphs, and other graphics. The pages have no restrictions on font size, spacing, or margins.

- i. **Interested firms shall provide three (3) hard copies and one (1) electronic PDF copy of their proposal.**
- ii. Proposals shall include the following information:
 - a. Name, address, email, and telephone number of the firm.
 - b. A narrative of firm's qualifications and relevant experience.
 - c. Three (3) references.
 - d. A statement of understanding regarding the project and a description of consultant's proposed approach to the scope of services.
 - e. Identify the related deliverables.

- f. A schedule and timeline for completing the work.
 - g. Names, titles, and previous work experience of the personnel that would be assigned to the project.
 - h. Proposals shall not contain URL references or digital links to additional information.
 - i. 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.
 - j. Proposals will contain a fee quotation. Proposed fee in a separate sealed envelope including a fee breakdown for each task/phase of the project. If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.
 - k. **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.**
- iii. Proposals lacking required information will not be considered.
 - iv. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
 - v. 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.
 - vi. Consultants may respond to a minimum of two tasks, a variation of tasks or all task areas. Park City Municipal reserves the right to select one consultant or multiple consultant(s) for all tasks or a variation of the tasks.
 - vii. 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. Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Price may not be the sole deciding factor.

V. Selection Process

Proposals will be evaluated on the factors listed in Section IV, Content of Proposal, above. The selection process will proceed on the following schedule:

- i. Proposals will be received by Park City prior to 5:00 p.m. on Thursday August 22, 2019, at the Park City Transportation Planning Office located at 445 Marsac Ave, PO Box 1480, Park City, UT 84060.
- ii. A selection committee comprised of City Staff will review all submitted RFPs.
- iii. Award of the contract is subject to final approval by the City Council. It is anticipated that City Council will vote on the contract award on September 5, 2019.
- iv. Consistent with City policy, subject to federal, State and local procurement laws, PCMC will make reasonable attempts to support local business by purchasing goods and services through local vendors and service providers.
- v. The City reserves the right to change any dates or deadlines associated with this proposal.
- vi. 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.
- vii. Selection Criteria. The selection committee comprised of Park City internal team members will use the following criteria to evaluate and select a consultant:
 - i. Capability and Qualifications of the Firm and Consultant Team (35%)
 1. Overall firm experience
 2. Consultant team experience with transportation planning, design, and consulting services
 - ii. Project Manager (15%)
 - iii. Cost (10%)
 - iv. Project Approach (40%)
 1. Firm’s project approach to the request of services
 2. Schedule and timeline in providing the desired services/product

VI. Park City Municipal Standard Service Provider Agreement

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

B. ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK'S CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.

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

VII. Information to be submitted

To be considered, three (3) hard copies and one (1) electronic copy of the proposal must be received at the Park City Transportation Planning Office, 445 Marsac Ave, Park City, UT 84060 no later than Tuesday July 16, 2019 at 5:00 p.m.

VIII. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

IX. Proposal Information

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

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

the offeror.

C. Rejection of Proposals. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

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

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

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

EXHIBIT "A"

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

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

4. RECORDS AND INSPECTIONS.

- A. The Design Professional shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional will be solely and entirely responsible for its acts and for

the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

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

6. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. If such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.
- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an

employee of Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement.

- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.
- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

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

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

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

- B. Automobile Liability insurance with 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 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 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 Design Professional and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Design Professional shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Design Professional's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Design Professional 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. Design Professional 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. Design Professional 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 Design Professional 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 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 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 Design Professional 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 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 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

DESIGN PROFESSIONAL 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 (if as to a corporation) or 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

EXHIBIT “B”

PARK CITY MUNICIPAL’S TRANSIT FIRST POLICY

TO SUPPORT: SAFETY, ACCESSIBILITY, ENVIRONMENT, CONNECTIVITY, ECONOMIC VITALITY, “COMPLETE STREETS”, AND SMALL TOWN CHARACTER.

(A) The principals and planning objectives detailed henceforth are to constitute a *Transit First Policy* for Park City, which support Park City Municipals adopted general plan, goals, policies and mandated Critical Priorities. All City affairs and actions are to be viewed through the proceeding *Transit First Policy* ‘lens’ to the maximum extent feasible and practicable:

1. To ensure quality of life and economic vitality in Park City and greater Summit County Region, the primary objective of the transportation system must be the safe and efficient, serve the needs of visitors, residents, and employees, provide for the efficient movement of people and goods; resulting in improved circulation, improved environmental and human health, and overall community vitality and sustainability.
2. Public transit – including private transportation providers, as an economically and environmentally sound and viable alternative to individual private automobiles. Within Park City, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile – supporting all City Council Critical Priorities.
3. Decisions regarding the use of limited public street and sidewalk space should encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and should strive to reduce traffic and improve public health and safety, with goal of facilitating pedestrian and bicycle access to transit stops as needed – detailed in the “Complete Streets” Policy, and Streetscape standards.
4. Transit priority improvements, such as designated transit lanes and streets and improved signalization/preemption, are to be made to expedite the movement of public transit vehicles. Projects are to be identified and prioritized in both Short and Long-Range Transportation Plans to improve transit performance with the focus on public and private partnerships to increase the operating efficiency of existing bus service through enhancements in speed and reliability in highly congested corridors.
5. Intelligent Transportation Systems (ITS) – ITS architecture and infrastructure such as real time traveler information, adaptive/coordinated signal system, including traffic signal preemption, queue jumping, and active transportation system management through the Park City Traffic Command Center are to be fully integrated and upgraded with the best available technology as necessary. Special considerations will be given to times of peak seasonal demand and special events
6. Pedestrian facilities are to be enhanced wherever possible to improve the safety and comfort of pedestrians to encourage travel by foot as a viable year-round “first mile/last mile solution.”
7. Bicycling is to be promoted by encouraging safe streets and designated pathways for riding, convenient access to transit, bicycle lanes, and secure bicycle parking, other support facilities.
8. Parking standards for areas well served by public transit should be designed to encourage travel by public transit and alternative transportation. Reductions in parking requirements should be considered and applied where transit is a viable alternative to the private automobile.

9. Encourage transit-oriented developments (TODs), i.e. specifically housing/commercial developments that seek to maximize opportunities for the use of multi-modal transit, especially in high density/congested areas.
10. The ability of the City to reduce traffic congestion depends heavily on the availability and effectiveness of existing and future regional public transportation and linkages to land use decisions.
 - a. Infill development and redevelopment should be encouraged and incentivized along existing and future transit corridors.
 - b. Promote land use patterns that maximize trip chaining opportunities by assembling uses that allow people to take care of daily needs, and or mixed use zoning (ground level retail/commercial/office space, upper floor residential).
 - c. Leverage regional and state partnerships to achieve integrated transportation and land use decisions.
11. The City will promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system. Interlocal Agreements and partnerships with private, local, state, and federal are of the utmost importance.

The aforementioned principles constitute Park City Municipals commitment to a *Transit First Policy* – to achieve City Councils Critical Priorities and long-term economic and environmental sustainability.