



REQUEST FOR PROPOSALS

FOR

ACTIVE TRANSPORTATION PLAN

**NOTICE TO TRANSPORTATION PLANNING CONSULTANTS
REQUEST FOR PROPOSALS (Non-Bid)
ACTIVE TRANSPORTATION PLAN**

PROPOSALS DUE: By 5:00 p.m. (MST) on March 31, 2021, by email to austin.taylor@parkcity.org

PROJECT NAME: Active Transportation Plan

RFP AVAILABLE: March 11, 2021

PROJECT LOCATION: Park City, Utah

PROJECT DESCRIPTION: Create a plan for improving active transportation conditions in Park City using adopted city plans, data, resident and staff opinion, and best practice

PROJECT TERM: Contract term may continue until January 31, 2022 with council adoption of Plan immediately afterward

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

CONTACT: Austin Taylor – Transportation Planner
austin.taylor@parkcity.org

All questions shall be submitted in writing by 5:00 p.m. (MST) on March 24, 2021, via email to austin.taylor@parkcity.org.

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.

INTRODUCTION

Park City Municipal Corporation (the “City” or “PCMC”) is requesting proposals to complete an Active Transportation Plan (“ATP”) for the City. The ATP will provide the City with an outline of areas where infrastructure improvement is needed, a project plan list, a timeline and budget to implement each project, and suggestions on how the City can encourage residents, employees and visitors to use active transportation throughout the seasons.

I. City Overview

The City is a small mountain town situated on the back of the Wasatch mountain range in Northern Utah. Park City began as a silver mining town and has flourished into a world-class destination resort community, attracting visitors for year-round outdoor recreation as well as high-profile events such as the Sundance Film Festival, the FIS Freestyle Ski and Snowboarding World Championships, and the 2002 Winter Olympic Games. Accommodating four million visitor nights per year, Park City’s visibility on the world stage is comparable to that of much larger municipalities.

Additionally, the City has four major destinations: Park City Mountain Resort, Deer Valley Resort Snow Park, Old Town Park City, and the upcoming Park City Arts and Culture District. Both resort base areas and the Arts and Culture District are being completely redeveloped in the next several years. PCMC desires to create an active transportation system to enable visitors, residents and workers to travel conveniently throughout the City without a car.

The Active Transportation Plan (ATP) should build off the existing vision work being completed in other major plans. The City expects to complete a [Long Range Transportation Master Plan](https://www.parkcity.org/departments/transportation-planning/park-city-forward) (https://www.parkcity.org/departments/transportation-planning/park-city-forward) in the spring of 2021 and a [City-wide Vision 2020](https://www.parkcity.org/departments/community-engagement/community-visioning-initiatives) effort was just completed in 2020 (https://www.parkcity.org/departments/community-engagement/community-visioning-initiatives). Additionally, a [Short Range Transit Plan](https://www.parkcity.org/home/showpublisheddocument?id=69526) (https://www.parkcity.org/home/showpublisheddocument?id=69526) will be starting in winter of 2021. These plans will provide the ATP team with a great deal of information regarding vision, transportation forecasts, transit network, infrastructure projects, traffic, parking, and active transportation goals and projects. The ATP is one of several modal and area plans flowing from the Long Range Plan and the Vision 2020 effort.

Park City has a long history of supporting active transportation. In 2007, voters approved a “Walkability” bond for a set of capital projects. Park City also developed the nation’s first 100% electric bike share program, and completed two active transportation plans—a Walkable and Bikeable Neighborhood Study (2007), and

the Summit County Active Transportation Plan (2019). The City has since implemented or planned to implement most of the recommended projects in these studies. Park City was awarded gold-level Bicycle Friendly Community status in 2017.

Though Park City has world-class pathways and walking rates are incredibly high for a small town—at 11% of all trips in 2019--there are areas for improvement. US Census data show a 0.7% bike-to-work rate and the City’s recent travel survey counts show less than 1% (2019). Other efforts from the visioning projects have demonstrated significant community support for developing walking connections, which is evidenced in the high walking mode split. One of Park City’s goals for this plan is developing a robust network of pedestrian facilities and building on the current network.

Park City intends to provide pedestrians and cyclists with “Olympic-level” infrastructure. The projects identified in this plan should improve upon what the City already has built, closing gaps, creating new routes, and improving existing routes. When implemented, the City expects that this plan will provide comfortable and convenient routes, improve safety, support critical first/last mile connections to transit, promote healthy living, and improve recreation opportunities. Park City intends to be cutting-edge and is not afraid to invest heavily in pedestrian and cyclist infrastructure. No idea is off the table.

II. Objectives

Park City’s Active Transportation Plan will serve as a guide to build an improved active transportation network throughout the City. The objectives of this project are as follows:

- A. Identify critical infrastructure investments in a prioritized project list. The projects should improve access, comfort, and safety for people walking and biking, with an emphasis on connections within and to the four major City destinations (two resorts, Old Town and Arts And Culture District) and transit stops. Plans should focus first on walking and the pedestrian experience. This is also supported through the recently completed [Modal Hierarchy philosophy \(https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/701534/Exhibit_C_Draft_Modal_Hierarchy_and_Street_Typologies.pdf\)](https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/701534/Exhibit_C_Draft_Modal_Hierarchy_and_Street_Typologies.pdf) where pedestrians are to receive the highest priority on our streets, with cyclists and transit above parking and vehicles.
- B. Identify programs and policies that will increase the share of residents and guests who use active transportation.

- C. Identify a set of performance measures that are reported annually with related data collection methods—including trail counters—to help Park City track active transportation usage over time.
- D. Schematic design of the top five priority projects with high level engineering cost estimates.

III. Scope of the Active Transportation Plan

A. Process

1. Data Analysis and Public Involvement

- a. Consultant will gather existing data from Park City and the Utah Department of Transportation (“UDOT”) related to active transportation use in the area, including walking, biking, transit, and driving. The available data is as follows:
 - i. The 2019 Park City Travel Survey, using the mobile application ‘Rmove’ which contains GIS and Excel information on citywide and Snyderville Basin mode split, trip purpose, and geography of trips
 - ii. Eco counter data from 3 pathway locations in Park City
 - iii. Site specific bicycle and pedestrian counts the City will provide (Bonanza, SR248, Park Ave, SR224, etc.)
 - iv. UDOT Strava data from 2018-19
 - v. UDOT numeric crash and safety data
 - vi. UDOT traffic counts and other related traffic data
 - vii. City GIS of existing AT infrastructure
 - viii. Bewegen bike share data 2018-2020
 - ix. Park City trailhead data (2020)
 - x. All requested Park City Transit data for schedules, routes and ridership
- b. Consultant will solicit public opinion on programs, policies and priorities using at least three of the following methods:
 - i. Online survey maps
 - ii. Public open house meetings (with Park City staff support, likely virtual due to COVID)
 - iii. Small focus group meetings (with Park City staff support, likely virtual due to COVID)
 - iv. Walking and biking audits (with Park City staff support)
 - v. Pop-up intercept surveys (with Park City staff support)

- c. The consultant, in partnership with the Park City Transportation Planning and Community Engagement Departments, should use a variety of media channels to publicize these events, including the City's online engagement tool, [Engage Park City \(https://engageparkcity.org/\)](https://engageparkcity.org/), the local paper, Park Record, and local radio station, KCPW. City staff are available to support the public involvement task as needed. However, the consultant should include roles in the proposed project approach.
- d. In the public involvement approach, the consultant must consider how all of the following groups are engaged in the public involvement process:
 - i. Relevant city staff from the Transportation Planning, Engineering, Planning, Transit, Public Works, Trails and Open Space, and Sustainability Departments
 - ii. UDOT Region Two representatives
 - iii. Representatives of resorts and major employers
 - iv. Resident active transportation advocates and community members
 - v. Elected Officials
- e. Park City expects a robust and inclusive public involvement process with outreach and materials to include its Spanish-speaking population. The City will provide translation services for this project; however the consultant should be prepared to produce both English and Spanish versions of all outreach materials.
- f. Due to the COVID-19 pandemic, in-person meetings are currently discouraged and should be avoided unless given explicit permission by the City's project manager.
- g. Consultant will gather information from the following surrounding agencies' plans for active transportation:
 - i. Summit County Active Transportation Plan
 - ii. UDOT Transportation Master Plans that apply to Park City
 - iii. Snyderville Basin recreation trail plan
- h. Consultant will gather information from the following related Park City plans to incorporate into the project:
 - i. General Plan
 - ii. Long-range Transportation Master Plan
 - iii. Short-range Transportation Master Plan
 - iv. Trails Master Plan
 - v. Transit Master Plan
 - vi. Vision 2020
 - vii. 2007 Walkable and Bikeable Neighborhoods Study

2. Process and Evaluate the Data

- a. Show and document existing infrastructure
 - b. Show and document existing use
 - c. Form observations about active transportation use in the area
 - d. Perform an equity analysis of the network and projects to underserved populations and the transit network
 - e. Identify areas for improvement
3. Formulate Plan
- a. Create an overall plan for improvement and project list that incorporates relevant projects from previous plans as well as new ideas
 - i. Include specific networks for both walking and biking
 - ii. Include any specific seasonality techniques or policies that could open up active transportation opportunities in the winter
 - iii. Include first/last mile transit opportunities
 - iv. Incorporate City’s transportation goals, vision and Long Range Transportation Plan. The ATP must include and build on the City’s articulated goals and vision found in the Long Range Transportation Master Plan and Vision 2020. This information should be integrated into and guide the development of the ATP. Crossover in branding and plan design should be taken into consideration.
 - b. Visually represent this plan through network maps and a clear, concise, and graphically-rich document (delivers GIS and source files to the City)
 - c. Create an on-street wayfinding plan to lead people to Park City’s paved trail network
 - d. Create a list of recommended education, encouragement, enforcement, and equity policies and programs to increase use of active transportation
 - e. Create set of “standard drawing” active transportation infrastructure design standards for the city to use on road rehabilitation projects
 - f. Identify a set of performance measures and methods to help Park City track active transportation usage over time. This data should feed into an annual reporting program established in the [Long Range Transportation Master Plan](#).
4. Create an Implementation Plan and Prioritization Process
- a. Create a phased implementation plan with priority projects and high level estimated costs.
 - b. Create a capital projects funding opportunities reference list
5. Present and receive feedback
- a. Adjust plan and priorities based on public, staff, and city leadership feedback
6. Finalize Plan for Adoption

- a. Consultant will support Project Manager by preparing materials and participating in presentations to the City Council and Planning Commission.

B. Deliverables

The final product will be a completed Active Transportation Plan which will be presented for adoption by the City. The Active Transportation Plan should include the following elements:

1. Maps of existing active transportation infrastructure and use
2. Project plan maps implementing gathered data, public input, staff recommendations, and relevant adopted plans
3. A project list that includes location, infrastructure type, priority level (high/medium/low) with justification, cost estimates, and potential funding sources.
 - a. Projects should focus on both walking and biking, with an emphasis on the pedestrian. This may include making certain streets “pedestrian-first” or “pedestrian-only”
 - b. Park City intends to be cutting-edge and is not afraid to invest heavily in pedestrian and cyclist infrastructure. No idea is off the table.
4. Schematic design of the top five priority projects
5. A memo outlining public input and how it was used in determining recommendations
6. Recommended educational, encouragement, enforcement, and equity programs and related policies to increase active transportation activity and proper (safe) use in Park City
7. An on-street wayfinding plan to lead people to existing pathways
8. A set of active transportation infrastructure design standards for the city to use on road rehabilitation projects
9. A set of performance measures and methods to help Park City track active transportation usage over time
10. Park City Council and Planning Commission presentations and supporting materials
11. Final compiled plan in PDF form, and editable format with all supporting project source files, data, and GIS documents.

IV. Adoption of Plan

Upon completion of the final deliverables the plans will be reviewed, modified (if needed) and adopted in accordance with Park City ordinances. The consultant will be retained through this process in the event that modifications are required for adoption.

V. Budget and Consultant Selection Process

The project budget is Ninety Five Thousand Dollars (\$95,000.00).

A selection committee, comprised of the Park City Project Manager, representatives from the Sustainability, Transportation Planning, Transit, Engineering, Public Works/Streets, Trails and Open Space Departments, and the resident advocate will evaluate applicant proposals. Proposals lacking required information will not be considered by the selection committee.

The selection committee meeting is anticipated to be held on April 2, 2021. During this meeting a determination will be made if all consultants/applicants or a refined list of applicant teams will be invited to interview. Applicant interviews are anticipated during the first week of April. Applicants will be expected to present their experience with similar projects, their project team, and project approach during the project interviews. A list of potential interview topics and/or questions will be provided to the applicants if invited to interview.

The selection committee will score proposals based on the following criteria:

- Completeness of the proposal; does it follow all guidelines outlined in the RFP? (5 points)
- Adherence to City's Design Professional Agreement (5 points)
- Adherence to City's insurance requirements (5 points)
- Understanding of Park City and the task at hand; does the firm understand Park City's local economy and geography and the City's goals for transportation? (15 points)
- Completeness of the proposed project approach; does the plan include all tasks included in Part III of the RFP? (20 points)
- Firm's past active transportation and master planning projects; do the projects prioritize biking and walking above driving? (20 points)
- Key staff members' track record and creativity; have staff members completed projects on time and under budget before? Do their past projects display their creativity and commitment to active transportation? (20 points)
- Client references; are their customers satisfied? Are their projects relevant to this? (10 points)

In evaluating submissions, price may not be the sole deciding factor.

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

VI. Consultant Response Outline

The response to this RFP should be as concise as possible while adhering to the format and information requirements described below. Proposals should be prepared simply and provide a straightforward, concise description of Respondent's capabilities to satisfy the requirements of the RFP. Emphasis should be on concise, completeness and clarity of the content. For the electronic submission format, a page is defined as an 8.5" x 11" page, while 11" x 17" pages are allowed for charts and figures; they will be counted as a single page.

Organize Proposal as Follows

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

1. Cover - Content limited to images, project title, firm name, and logos (Max. 1 page)
2. Letter of Introduction
3. Design Professional Service Agreement and Insurance Requirements
4. Project Understanding - Outline objectives of the projects, significant opportunities and constraints, and key issues (Max.1 page)
5. Project Approach - Basic course of action for the plan development, public engagement and data analysis, including what alternatives and/or evaluation methods approaches are proposed (Max. 3 pages)
6. Schedule and budget per task (Max. 1 page)
7. Project Team - Relevant experience of proposed personnel and firms (Max. 1 page)
 - a. Response can include resumes for key team members as an appendix and do not count against page limit
8. Client References (Max. 1 page)

Letter of Introduction Content Requirements

Page limit as necessary to address identified items

Please provide a letter of introduction that briefly:

1. States proposal interest in the “Active Transportation Master Plan” and why your firm is the most qualified
2. Acknowledges receipt of RFP addenda, if any
3. Identifies name of the Respondent (firm) and provides the location of the office that will be primarily responsible for the work
4. Identifies the main Project Contact or Project Manager in your organization (provide address, telephone number, and email address) for future correspondence on this Project
5. Includes the signature of a person authorized to bind the offering organization to the terms of the proposal
6. Includes Federal tax ID number and state of incorporation
7. States that the proposal includes all terms and conditions of the RFP
8. Contains a statement to the effect that the proposal shall remain valid for the period of Consulting Services Contract Period
9. Contains a statement certifying that there is no known conflict of interest.

10. Acknowledgment that the Respondent is required to have, and has or will secure as a condition of award, a current Park City business license. A business license is not required if the Respondent's company is exempted under [Utah Code Title 58](#).
11. The Respondent may use this section to introduce the RFP submittal and/or to summarize the key provisions of the submittal

Insurances and Design Professional Services Agreement Requirements

Page Limit as necessary to address identified items

Provide the following items in the Proposal:

1. Proof of insurance as outlined in the sample Design Professional Services Agreement attached hereto as **Exhibit "A"** and incorporated herein, and written affirmation that the firm will comply with the insurance requirements outlined in the sample Design Professional Services Agreement for all aspects of the Project. Failure to obtain and supply proof of the required coverages in the form required by City can result in the delay of contract award and/or commencement of the work.
2. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy. PCMC is an equal opportunity employer.

VII. SELECTION PROCESS

Proposals will be evaluated on the factors listed in **Section V**, Budget and Consultant Selection Process

Schedule:

The selection process will proceed on the following schedule:

- A. All questions shall be submitted in writing **by 5:00 p.m. (MST) on March 24, 2021** to Austin Taylor by email at austin.taylor@parkcity.org
- B. Proposals to be received by Park City by **5:00 p.m. (MST) on March 31, 2021**, in PDF form by email to austin.taylor@parkcity.org.
- C. A selection committee comprised of City staff will review all submitted RFPs around April 2, 2021.

- D. Interviews will be held the first week of April, 2021
- E. It is anticipated that City Council will vote on the contract award in **April 2021**. Award of a contract is subject to approval by the City Council.

IX. PARK CITY MUNICIPAL STANDARD DESIGN PROFESSIONAL SERVICES AGREEMENT

Design Professional Services Agreement

1. The Respondent selected to provide the services shall be required to enter into a written agreement in substantially the form of the sample Design Professional Services Agreement attached hereto as Exhibit "A" and incorporated herein, which shall be the basic form used to develop the final agreement.
2. Signature on a Respondent's response to this section, acknowledging that the Respondent is willing to enter into the agreement if awarded the contract, is required. Respondents are advised to read thoroughly the sample agreement as the selected Respondent will be required to comply with its requirements.
3. If Respondent takes exception to any term or condition set forth in this RFP and/or the sample agreement and any of its exhibits and attachments, said exceptions must be clearly identified in the response to this RFP. **ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.**
4. Said exceptions and accepted resolutions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must be submitted as an attachment accompanying offeror's proposal and identified as "Exceptions." The City shall be the sole determiner of the acceptability of any exception. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with our insurance/indemnity provision, counts against a Responder). Such exceptions shall be considered in the evaluation and the award processes.

5. It is the City's express desire to enter into a Design Professional Services Agreement which includes all services necessary for this project, whether or not the services are specifically outlined in this RFP.

X. 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.

XI. 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. PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this RFP. 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. PCMC'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.
- G. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by respondent pursuant to UCA § 63G-2-309, as amended.

EXHIBIT "A"

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

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

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

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

2. **TERM.**

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

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

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

4. **RECORDS AND INSPECTIONS.**

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

benefits the City provides for its employees. The Design Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

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

6. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

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

immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement.

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

8. INSURANCE.

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

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

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

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Design Professional agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.
If written on a claims-made basis, the Design Professional warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.
The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Design Professional, its employees, agents and subcontractors.
- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Design Professional shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- F. The Design Professional's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- G. For any claims related to this Design Professional Services Agreement, the Design Professional's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Design Professional's insurance and shall not contribute with it.

9. **TREATMENT OF ASSETS.**

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

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

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

observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- 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 written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where

applicable as set forth in local, state or federal statutes, ordinance and guidelines.

- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Design Professional stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. **CHANGES.**

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

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

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

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

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

16. TERMINATION

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

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

22. COUNTERPARTS.

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

23. ELECTRONIC SIGNATURES.

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

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

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office
Approved as to form:

City Attorney's Office

DESIGN PROFESSIONAL NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License#

BL_____

Signature

Printed name

Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ___ day of _____, 2020, at _____ (insert State and County here).

Printed name _____

Signature: _____