

REQUEST FOR PROPOSALS FOR ON-BOARD TRANSIT SURVEYS

Appendix A: 2017-2018 On-Board Survey (Spanish and English) Appendix B: 2017/2018 Boardings Appendix C: Route Map and Schedule

NOTICE TO TRANSPORTATION SURVERY PROVIDERS REQUEST FOR PROPOSALS (Non-Bid) ON-BOARD TRANSIT SURVEYS

PROPOSALS DUE: By 3:00 p.m. (MST) on Monday, February 4, 2019 at the

Transportation Planning Offices, Attn: Alexis Verson, Transportation Planning, City Hall, 445 Marsac Ave.,

Third Floor, Park City, UT, 84060

PROJECT NAME: On-Board Transit Surveys

RFP AVAILABLE: Friday, January 25, 2019

PROJECT LOCATION: Park City and Summit County, Utah

PROJECT Conduct two on-board transit surveys of all bus routes operated by

DESCRIPTION: Park City Transit in and around Park City and Summit County,

Utah in 2019.

PROJECT TERM: One (1) year contract with opportunity to renew annually for a

maximum of three (3) additional one (1) year contracts.

OWNER: Park City Municipal Corporation

P.O. Box 1480

Park City, UT 84060

CONTACT: Alexis Verson – Transportation Planner

alexis.verson@parkcity.org

Fax: 435-615-4901

All questions must be submitted in writing by 5:00 p.m. (MST)

Wednesday, January 28, 2019, via email to

alexis.verson@parkcity.org

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.

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.

I. INTRODUCTION

Park City Municipal Corporation ("PCMC") is seeking the services of a Consultant/Consultant Team (the Consultant) to conduct On-Board Transit Surveys (the "Survey" or "Surveys") of all transit routes operated by Park City Transit at two (2) peak seasons in 2019 and provide related data tabulation and processing. The two survey time periods shall be conducted once in March of 2019 to capture peak winter ridership, and once in July of 2019 to capture peak summer ridership.

Park City Transit and Summit County wishes to conduct ongoing surveys to gain a better understanding of today's transit riders and how they utilize the Park City Transit system. The data collected will be used to improve transit forecasts and anticipate needs of both local residents and heavy visitor ridership in the region.

II. SCOPE OF PROJECT

This section contains the scope of services related to the administration and tasks of the On-Board Transit Survey and subsequent data tabulation and processing. The Consultant shall perform, in a satisfactory manner, as determined by PCMC and Summit County, the following work and services. The Consultant may suggest alternatives to the following proposed tasks and deliverables that improve upon the achievement of the Survey objectives, as long as justified in the proposal.

Because two surveys will be conducted, one during winter peak season and one during summer peak season, Tasks 4, 5 and 6 will need to be conducted a total of two (2) times – once for winter peak season and once for summer peak season.

Task 1. Work Plan and Schedule

With advisory input from PCMC and Summit County Transportation Planning, the Consultant will develop a detailed work plan that includes a schedule for implementing the two surveys, including Title VI reporting. The federal government does not directly regulate how public agencies should conduct the origin-destination surveys; however, the Federal Transit Administration ("FTA") of the US Department of Transportation ("USDOT") offers guidance on Title VI federal laws and regulations that impact frequency, content, and delivery of passenger surveys. Title VI of the 1964 Civil Rights Act protects people from discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. The 2012 FTA Circular 4702.1B: Title VI Requirements ("FTA Title VI Circular") outlines current Title VI

guidance and regulations for transit providers. The Circular provides guidance on the types of information transit agencies should collect, including information through passenger surveys, to ensure they are compliant with Title VI.

The work plan will identify specific products, schedules, staff assignments, and Quality Assurance/Quality Control (QA/QC) measures.

Task 1 Deliverables:

- Work plan, with schedule
- Technical memo detailing the data needs and analysis that will be performed from the Surveys

Completion Deadline:

• Two (2) weeks after award of contract

Task 2. Survey Design and Sampling Plan

The Consultant will develop a Survey Design and Sampling Plan. The Survey shall include all transit routes operated by Park City Transit. Special considerations must be given to capture all travel markets that the transit system carries and ensure those markets are represented adequately in the completed dataset. Example markets that are easily misrepresented include seasonal part-time residents, peak season visitors, and park-and-ride patrons.

See **Appendix A** for the 2017-2018 survey that was administered in both English and Spanish. This should be a foundation for the survey design, and any fatal flaws in survey language or administration shall be illuminated and resolved.

In the proposal, the Consultant shall provide a sample size estimate to control the sampling error with a goal of completing surveys for a statistically representative sample (such as +/- 3% to 5% at the 95% confidence level, variable rate sampling depending on route volume, etc.) All Park City Transit routes must be included in the sampling plan. The estimated sample size shall be used to develop the cost proposal. Other potential reasons for differential non-response rates include education levels, literacy rates, seat availability on the bus, the riding time sufficiency, etc. The Consultant shall specify measures to mitigate against low response from underrepresented populations and those making short trips.

The Consultant will also develop a weighting strategy for expansion of the dataset and an approach for maximizing response consistent with Title VI and PCMC's social equity goals.

The Consultant shall at least use counts of boarding and alighting by stop and counts of cars in formal park-and-ride lots for the control of the differential response rates. All Park City Transit buses are equipped with APC and AVL devices.

Task 2 Deliverables:

- Survey design and sampling plan (to include seasonal routes, unique users, park and ride lots and other details)
- Technical memo detailing the development of the methodology
- Technical memo outlining a proposed incentive program

Completion Deadline:

• Three (3) weeks after award of contract

Task 3. Develop Survey Instrument

The Consultant will design the Survey questionnaire based on the data needs identified in Task 1 and derived from the previous 2017-2018 Winter Onboard survey. The questionnaire shall be easy-to-follow with clearly worded and simple questions. The coding scheme for response choices/answers shall be developed to facilitate the data entry and processing. The questionnaires shall be developed in English and Spanish languages. While surveys will be administered by surveyors on board, data collection methodology (questionnaire distribution and collection) shall be determined in this task. For example, the use of paper surveys versus electronically administered surveys with a tablet will need to be justified by the Consultant in the proposal submitted. Additional consideration shall be given to increase the response rate and assure the completeness of the returned questionnaire.

In future years, if the contract is extended, leveraging "Big Data", passive and automated data, and smart phone applications should also be considered to trace the movements of riders, and better inform contextual questions. Short transit trips should be given special consideration and strategically addressed in the proposal.

Task 3 Deliverables:

- Self-coded survey questionnaires in Spanish and English
- Survey codebook describing data coding procedures
- Justification for survey data collection method preferred
- Technical memo documenting the development of the questionnaire and detailing the data collection methodology

Completion Deadline:

• One (1) month after award of contract

Task 4. Administration of On-Board Transit Survey on all Park City Transit Routes

The Consultant will conduct a full survey using the survey procedures finalized in Task 3 at two (2) points in time, once during winter peak and once during summer peak. The sampling goal for the onboard surveys is ten percent (10%) of total ridership. The Consultant may propose an alternative sample size in the proposal, with appropriate justification. As survey assignments are returned from the field, the Consultant will ensure that the work was successfully completed and that all survey materials were returned. To ensure that the survey results may also be used for Title VI reporting purposes, a complete survey must also include race, ethnicity, and LEP status.

Completed work will be reviewed daily by the Consultant to identify surveyors with problems. Surveyors that perform below expected levels of accuracy will be individually retrained. Surveyors who consistently produce faulty work will be dismissed.

Task 4 Deliverables:

- Training and management of survey/surveyors
- Completed survey forms returned from field
- Daily survey progress reports
- Retrain surveyors if necessary

Completion Deadline:

• Following completion of Task 4; must be completed in March and July to coincide with peak season travel.

Task 5. Data Processing and Analysis

Returned survey forms will be immediately sorted and organized as soon as an assignment is completed and checked by the surveyor supervisor. From that point, all survey records will be entered into an electronic database, where the Consultant will perform data verification, data processing, and QA/QC on the raw survey records. Origins and destinations will be geo-coded to addresses if possible, include transit routes or to TAZs if address data are not sufficiently detailed. This will be done once following the winter peak survey, and again following the summer peak survey.

Task 5 Deliverables:

- Organize returned survey forms
- Geo-coding to at least TAZ level
- Completed survey forms delivered in a PDF format
- Tabulation of survey results in a .CSV format

Completion Deadline:

• Following completion of Task 5

Task 6. Prepare Final Report and Data Files

Upon approval of Tasks 4 and 5, the Consultant will prepare a final data file and final report to provide analysis into the transit on-board survey results. A visual dashboard of results (Tableau is preferred but another method is allowed) will be required. This will need to be done once after the winter peak survey has been conducted, and again after the summer peak survey has been conducted.

This documentation will include 1 copy, paper and electronic, of all final working papers reflecting review and comment summarize entire efforts and present conclusions and findings for each of the two surveys. Final raw data files of both surveys in .CSV format on a USB drive, and/or via electronic delivery will also be required.

Year over Year (YOY) analysis will need to be conducted if the contract is extended beyond year one.

Task 6 Deliverables:

- Cleaned survey results in electronic format
- Final report
- Data files on a CD or USB, and/or via electronic delivery
- Plan for subsequent (up to three (3)) years for additional surveying

Completion Deadline:

• Following completion of Task 6

III. CONTENT OF PROPOSAL

Proposal Criteria:

Proposals will be evaluated on the criteria listed below, and must include the following:

- A. Letter of Summary. A letter of summary explaining the firm's interest in working on this project. Include the Consultant's qualifications and experience as they pertain to this particular project.
- B. Provide the information listed below:
 - 1. Consultant's name, address, principal office, and type of entity (i.e., corporation, LLC, etc.)

- 2. The date of incorporation/organization and the state in which Consultant is incorporated or organized.
- 3. Former names, if any, under which the Consultant has conducted business and the years of operation under each name.
- 4. The name of the contact person responsible for the RFP process including title, telephone number, and email address.
- C. Executive Summary. An executive summary that provides a summary of the consultant's response to the proposal, including the understanding of the Surveys, the proposed approach, and the services to be provided. The consultant shall clearly specify its commitment to meet the terms, conditions, and requirements as defined in this RFP, and to perform the work within the anticipated time frame and budget.
- D. Work Plan. A succinct methodology and work plan demonstrating the Consultant understands of the scope of work of the two Surveys, and explain how the team will deliver the services detailed in this RFP.

This section shall provide a work plan, including a detailed discussion of each task, the deliverables for each ask, and a clear explanation of the consultant's approach for each task. The consultant may suggest alternatives to the proposed tasks and deliverables that improve upon achievement of objectives, as long as justified in the proposal.

This section shall emphasize a clear understanding of the role of Quality Assurance and Quality Control (QA/QC) in the scope of work. An approach to developing a QA/QC plan in Task 1 and incorporating it to each task shall be provided.

This section shall provide a detailed staffing plan with the management organizational chart identifying the key team members, their responsibilities to each task, and their expected availability.

This section shall include a detailed schedule, showing for each task the expected hours, start and end dates, and important milestones. A Gantt-type chart shall be included identifying all tasks and sub-tasks, all deliverables, and time in the scope of work. The section shall provide total person-hours by key personnel and staff category for each task and indicate the percentage of their time that will be assigned to the Survey(s) for the duration of the contract.

E. Consultant Qualifications. An overview of Consultant capabilities and experience shall provide a brief overview of the breadth and depth of the professional

resources of the consultant or proposed consultant team. The Consultant shall provide a description of the level of familiarity with the region's unique peak transit ridership conditions.

This section shall identify similar work conducted by the team. Do not include consultant work unless the key members who will work on the Surveys had substantial participation in the work. A summary of **at least three (3)** surveys similar in a related subject matter and scope to the Survey shall be included, as well as the clients, and no more than two (2) appropriate reference(s) with name(s) and telephone number(s). One survey report, which is comparable to the Survey and prepared by the key team members, shall be provided. Only one (1) copy is required, and will be returned after proposal evaluation upon request. This survey report will not count towards the total number of the consultant response pages.

This section shall provide resumes for all key team members, emphasizing the individual's training and experience relevant to the Survey. A general resume is not a satisfactory substitute for this information.

- F. Cost Proposal. A cost proposal that includes a full description and breakdown of the expected cost for the Survey(s). The proposal shall present a breakdown of hours and expenses by task and subtask, the hourly billing rates for team members, and all non-labor expenses expected to be reimbursed. Total cost shall be indicated, as well as an estimated **cost per complete survey** based on the sample size identified in the work plan.
 - a. A cost proposal for an up to three (3) year extension of the contract will also be required.
- G. List any projects for which the Consultant was involved that resulted in litigation within the past five (5) years, include resolutions.
- H. Proposals shall not be more than seven (7) pages in length, excluding cover page, letter of summary, survey report examples, and references.

Evaluation Criteria:

The Consultants meeting the minimum qualifications herein shall be evaluated as follows:

- A. Business structure, organization, resources, and experience.
- B. Firm's demonstrated experience and/or approach.
- C. Proposed fee.

D. Selection committee discretion.

Criteria Weighting:

The Proposal will be scored according to the following weighted criteria:

Factor	Weight
Organization, Resources, and Personnel	25%
Cost to Administer Project.	. 20%
Demonstrated Project Experience	. 15%
Demonstrated Approach	30%
Selection Committee Discretion	10%

Final Selection:

The City shall award a single contract to the top ranked Consultant following successful fee negotiations. Should the negotiations not be successful, the City may enter into negotiations with the next highest ranked firm. Selection is no guarantee of work and the resulting contract will be strictly non-exclusive.

Proposals from Consultants will be valid and kept for consideration for one (1) calendar year from the date of the submittal deadline.

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.

The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with our insurance/indemnity provision) counts against a Respondent.

Price may not be the sole deciding factor.

IV. SELECTION PROCESS

Proposals will be evaluated on the factors listed in **Section III**, Content of Proposal.

Schedule:

The selection process will proceed on the following schedule:

- A. All questions shall be submitted in writing by 5:00 p.m. (MST) Monday, January 28, 2019 to Alexis Verson Transportation Planner, via email to: alexis.verson@parkcity.org or via facsimile to: 435-615-4901.
- B. Proposals to be received by Park City by **3:00 p.m. (MST) on Monday, February 4, 2019**, at the Transportation Planning Offices located at City Hall, 445 Marsac Ave., Third Floor, Park City, UT, 84060.
- C. A selection committee comprised of City and/or County Staff will review all submitted RFPs in early February of 2019.
- D. It is anticipated that City Council will vote on the contract award in early February, 2019.

V. PARK CITY MUNICIPAL STANDARD SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- A. The successful proposal will be required to enter into Park City's Service Provider/Professional Service Agreement, in its current form, with the City. A copy of the sample Agreement is attached hereto as Exhibit "A" and made a part hereof.
- B. The selected service provider may renew this contract for one year terms at PCMC's sole discretion up to a maximum of three (3) additional one (1) year terms.
- C. 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.

If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.

VI. INFORMATION TO BE SUBMITTED

To be considered, proposals must include:

- One (1) electronic copy of proposal in a .pdf format on USB drive or other drive. Electronic copies are not to be emailed or delivered via a drop box system.
- Three (3) printed hard copies of the proposal.

Via Courier or Hand Delivery:

Park City Municipal Corporation 445 Marsac Avenue Park City, UT 84060 Attn: Alexis Verson

Via USPS: Park City Municipal Corporation P.O. Box 1480 Park City, UT 84060 Attn: Alexis Verson

VII. 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.

VIII. 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 SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

		AGREEMENT is made and entered into as of this day of, 20, by and between PARK CITY MUNICIPAL CORPORATION, a
a	<u> </u>	pal corporation, ("City"), and,, ("Service Provider"), collectively, the City and the ider are referred to as (the "Parties)."
000		ESSETH:
		REAS, the City desires to have certain services and tasks performed as set elow requiring specialized skills and other supportive capabilities;
	WHEF and	REAS, sufficient City resources are not available to provide such services;
	and po	REAS, the Service Provider represents that the Service Provider is qualified ossesses sufficient skills and the necessary capabilities, including technical rofessional expertise, where required, to perform the services and/or tasks th in this Agreement.
		THEREFORE, in consideration of the terms, conditions, covenants, and mance contained herein, the Parties hereto agree as follows:
1.	SCOP	E OF SERVICES.
	including performance performa	service Provider shall perform such services and accomplish such tasks, ing the furnishing of all materials and equipment necessary for full mance thereof, as are identified and designated as Service Provider insibilities throughout this Agreement and as set forth in the "Scope of es" attached hereto as "Exhibit A" and incorporated herein (the "Project"). otal fee for the Project shall not exceed
	Repre	City has designated, or his/her designee as City's sentative, who shall have authority to act in the City's behalf with respect to greement consistent with the budget contract policy.

2. <u>TERM</u>.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the

term and the term shall terminate on		or earlier,	unless
extended by mutual written agreement	of the Parties.		

3. COMPENSATION AND METHOD OF PAYMENT.

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

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

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

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP.</u>

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and

direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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

7. HOLD HARMLESS INDEMNIFICATION.

- The Service Provider shall indemnify and hold the City and its agents, Α. employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to

property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

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

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

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
 Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

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

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability,

genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

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

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

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City,

- the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

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

21. ENTIRE AGREEMENT.

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

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

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue Post Office Box 1480 Park City, UT 84060-1480

	Diane Foster, City Manager
Attest:	
City Recorder's Office	<u> </u>
Approved as to form:	
City Attorney's Office	<u> </u>

	SERVICE PROVIDER NAME Address:
	Address: City, State, Zip:
	Tax ID#: PC Business License# BL
	Signature
	Printed name
	Title
STATE OF UTAH)	
) ss. COUNTY OF SUMMIT)	
, V	, 20, personally appeared before me whose identity is personally known to me/or
did say that he/she is the	ry evidence and who by me duly sworn/affirmed, (title or office) of a corporation (or
limited liability company), by authority o (if as to a corporation) or Member Res	f its Bylaws/Resolution of the Board of Directors olution (if as to a limited liability company), and it voluntarily for its stated purpose as
corporation (or limite	
	Notary Public

APPENDIX A

2017-2018 On-Board Survey (Spanish and English) See next page



Park City Transit RIDER SURVEY

To help us plan better service, please tell us about your transit trip. *Fill out this survey even if you have already received one before, or rarely use Park City Transit*. When finished, please return this form to the attendant.

	7. Which of the following best describes you?
1. Where did you come from before you got on this bus?	Summit County resident
Work/work-related	Commuter (work in Summit County, but live elsewhere)
Home/hotel/rental	Visitor
School	Other:
Shopping/dining	
Recreation (e.g., skiing)	8. What is your home zip code?
Medical services	o. What is your home zip code.
Social, religious worship, personal business	9. How many trips have you taken on a Park City Transit
	bus in the last month? (count each direction as one trip)
Other:	0 or 1
2. M/hava is that whose less to d?	0011
2. Where is that place located?	2 to 6
	7 to 12
(street/cross street & city)	13 to 29
(street/cross street & city)	30 or more
3. How did you get to the stop where you got on this bus?	10. How long have you been riding Park City Transit
Walked	regularly?
Drove	First trip/new rider
Biked	Less than 1 year
Dropped off by someone	1-4 years
Transferred from bus #: and/or Color:	5 or more years
Other:	5 of more years
	11. Do you own or have access to a car or bicycle?
4. Where are you going on this trip?	Neither car nor bicycle
Work/work-related	Yes, car only
Home/hotel/rental	Yes, bicycle only
School	Yes, car and bicycle
Shopping/dining	_ ′ ′
Recreation (e.g., skiing)	12. How did you get your information for planning this
Medical services	trip? (check all that apply)
Social, religious worship, personal business	myStop app
Other:	Bus stop signs
	Print transit guide/timetable
5. Where is that place located?	parkcitytransit.org
·	Speaking with a driver or another rider
(street/cross street & city)	Other:
6. How will you get to that place from this bus?	13. What are the most important things we could do to
Walk	improve bus service?
walk Drive	·
	
Bike	
Get picked up by someone	
Transfer to bus #: and/or Color:	-
Other:	

Attendant use only Date: _____ Hour: ____ Route: ____



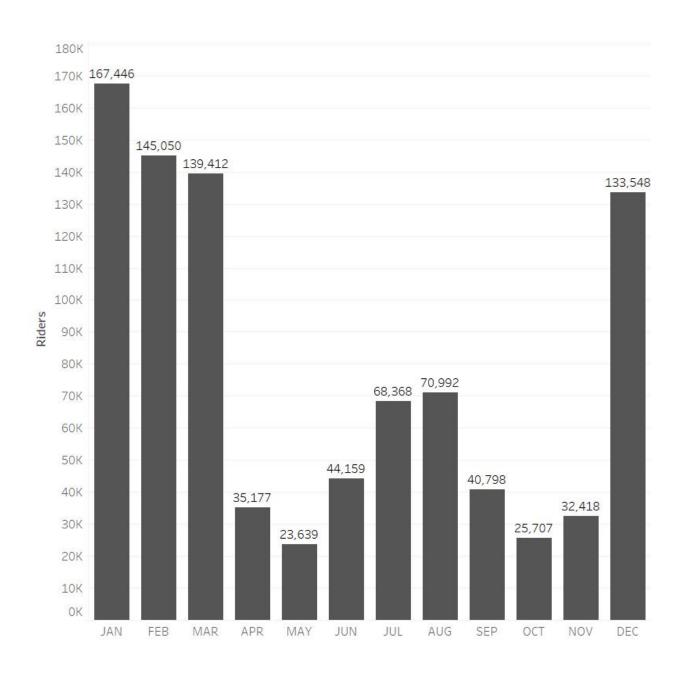
Park City Transit ENCUESTA DE PASAJEROS

Para ayudarnos a planificar mejores servicios, cuéntenos sobre su viaje de tránsito. **Complete esta encuesta incluso si la completó en el pasado o rara vez utiliza Park City Transit.** Cuando haya terminado, devuelva este formulario al asistente.

	7. ¿Cuál de las siguientes te describe mejor?
1. ¿De dónde vienes antes de subirte a este autobús?	Residente del condado de Summit
Trabajo/relacionado al trabajo	Viajero (trabajo en el Condado de Summit, pero vive en
Casa	otro lado)
Escuela	Visitante
De compras	Otro:
Recreación (por ejemplo, esquí)	_ = = = = = = = = = = = = = = = = = = =
Servicios médicos	8. ¿Cuál es el código postal de su casa?
Social, religioso, negocio personal	
Otro:	9. ¿Cuántos viajes ha realizado en un autobús de Park
	City Transit en el último mes? (cuente cada dirección
2 (Décade coté obisede cos luccos)	como un viaje)
2. ¿Dónde está ubicado ese lugar?	0 o 1
	2 a 6
(calle / calle transversal y ciudad)	7 a 12
, , , , , ,	13 a 29
3. ¿Cómo llegaste a la parada donde subiste a este	
autobús?	
Caminando	10. ¿Cuánto tiempo ha estado viajando por Park City
Condujo	Tránsito regularmente?
Bicicleta	Primer viaje / nuevo pasajero
Alguien me llevó	Menos de 1 año
Transferido desde el autobús #: y / o Color:	1-4 años
	5 años o más
Otro:	
	11. ¿Tiene un automóvil o una bicicleta o tiene acceso a
4. ¿A dónde vas en este viaje?	uno?
Trabajo/relacionado al trabajo	Ni automóvil ni bicicleta
Casa	Sí, solo coche
Escuela	Sí, solo bicicleta
De compras	Sí, automóvil y bicicleta
Recreación (por ejemplo, esquí)	
Servicios médicos	12. ¿Cómo obtuvieron su información para planificar este
Social, religioso, negocio personal	viaje? (marque todo lo que corresponda)
Otro:	myStop app
	Señales de parada de autobús
5. ¿Dónde está ubicado ese lugar?	Imprimir guía de tránsito / horario
	parkcitytransit.org
	Hablando con un conductor u otro pasajero
(calle / calle transversal y ciudad)	Otro:
6 :Cáma usa a llagar a saa lugar daada asta autahús?	
6. ¿Cómo vas a llegar a ese lugar desde este autobús?	13. ¿Cuáles son las cosas más importantes que podemos
Caminando	hacer para mejorar el servicio de autobús?
Condujo	
Bicicleta	
Alguien me llevó	
Transferido desde el autobús #: y / o Color:	
Otro:	

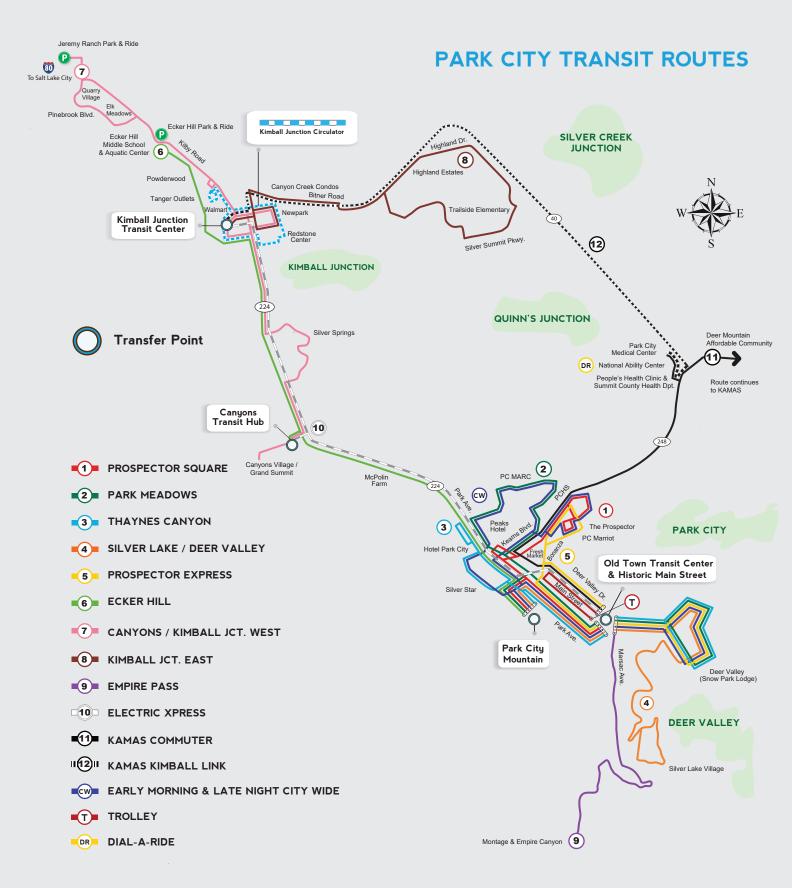
Attendant use only Date: _____ Hour: ____ Route: ____

APPENDIX B2018 Park City Transit Boardings



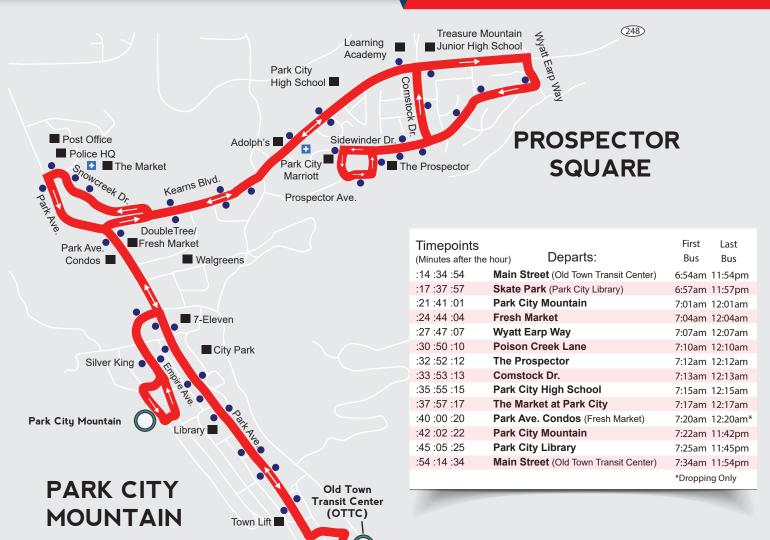
APPENDIX C

Route Maps and Schedules See next page



1 RED PROSPECTOR SQUARE

HOURS 6:54 A.M. - 11:54 P.M. 20 MINUTE FREQUENCY



Transfer Point

Noteworthy Location

Bus Stop

Immediate Health Care

MAIN DEER VALLEY
STREET RESORT

2 GREEN PARK MEADOWS

HOURS 7:18 A.M. - 11:38 P.M. 20 MINUTE FREQUENCY



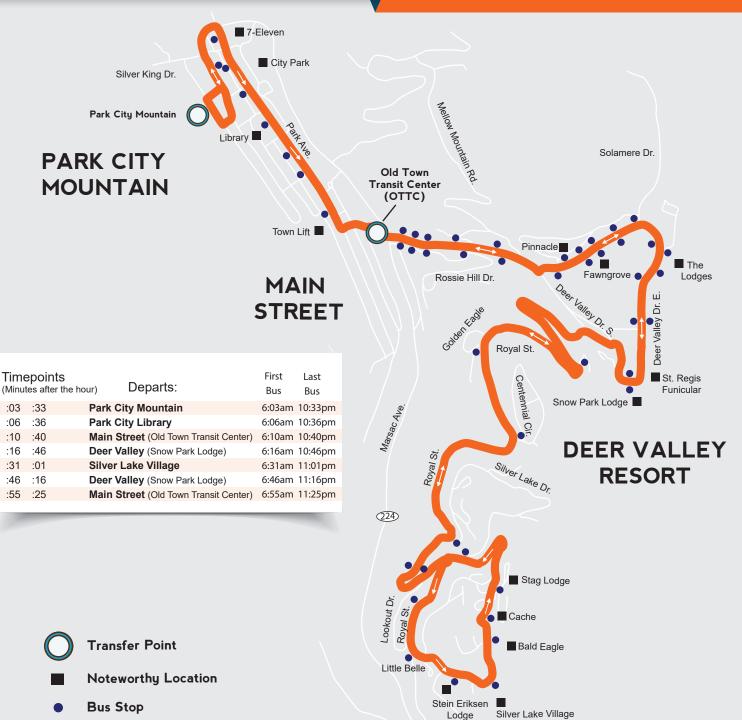
3 BLUE THAYNES CANYON

HOURS 7:28 A.M. - 11:48 P.M. 20 MINUTE FREQUENCY



4 ORANGE SILVER LAKE / DEER VALLEY HOURS 6:03 A.M. - 10:33 P.M. 30 MINUTE FREQUENCY

SILVER LAKE



5 YELLOW PROSPECTOR EXPRESS

HOURS 7:33 A.M. - 11:53 P.M 20 MINUTE FREQUENCY



6 LIME ECKER HILL

HOURS 5:48 A.M. - 12:03 A.M. 15 MINUTE FREQUENCY



Main Street (Old Town Transit Center) these times only: 5:42am & 6:27am			
Timepoints (Minutes after the ho	_{ur)} Departs:	First Bus	Last Bus
To Ecker Hill			
:03 :18 :33 :48	Park City Mountain	5:48am	12:03am
:06 :21 :36 :51	Fresh Market	5:51am	12:06am
:08 :23 :38 :53	Peaks Hotel on SR 224	5:53am	12:08am
:13 :28 :43 :58	Canyons Transit Hub (7-11)	5:58am	12:13am
:20 :35 :50 :05	Kimball Junction Transit Center	· 6:05am	12:20am*+
:21 :36 :51 :06	Liberty Peak	6:06am	12:06am
:22 :37 :52 :07	Tanger Outlets	6:07am	12:07am
:23 :38 :53 :08	Powderwood	6:08am	12:08am
:27 :42 :57 :12	Ecker Hill Park & Ride	5:42am	12:12am
T. D. I. O't.			
To Park City	Falsas I III Barda 9 Birda	F. 42a	12:12am
:27 :42 :57 :12	Ecker Hill Park & Ride		12:12am 12:13am
:28 :43 :58 :13	Powderwood		12:13am 12:14am
:29 :44 :59 :14	Tanger Outlets		12:14am 12:15am
:30 :45 :00 :15	Liberty Peak		12:15am 12:18am
:33 :48 :03 :18	Kimball Junction Transit Center		
:39 :54 :09 :24	Canyons Transit Hub (7-11)		12:24am
:45 :00 :15 :30	Park Ave. Condos		12:30am
:48 :03**:18 :33**	Park City Mountain		12:33am*
*Dropping Only			
**Becomes 4 Orange :03 & :33 after the hour. Last bus 10:33pm			

+ Continues to Pinebrook upon request dropping only

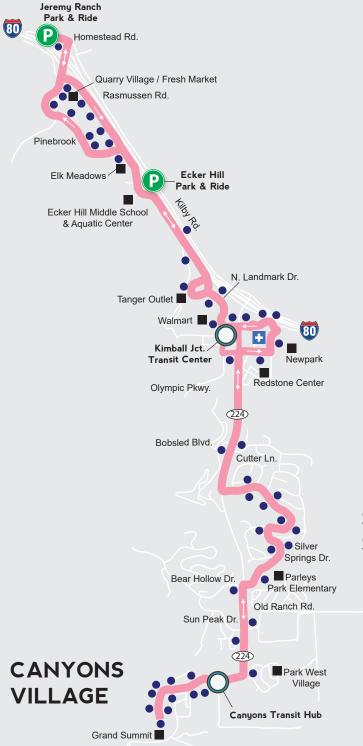


- Noteworthy Location
- Bus Stop
- Park & Ride
- Immediate Health Care



7 PINK CANYONS/KIMBALL JCT. WEST

HOURS 5:30 A.M. -12:30 A.M. 30 MINUTE FREQUENCY



Timepoin (Minutes afte	5 ,	First Last Bus Bus
Outbound T	o Kimball West	
:30 :00	Grand Summit	5:30am 11:00pm
:38 :08	Canyons Transit Hub (7-11)	5:38am 11:08pm
:40 :10	Silver Springs	5:40am 11:10pm
:48 :18	Redstone	5:48am 11:18pm
:50 :20	Newpark	5:50am 11:20pm
:57 :27	Kimball Juntion Transit Center	5:57am 11:27pm
:58 :28	Walmart	5:58am 11:28pm
:00 :30	Tanger Outlets	6:00am 11:30pm
:03 :33	Ecker Hill Park & Ride	6:03am 11:33pm
:07 :37	Quarry Village / Fresh Market	6:07am 11:37pm
:15 :45	Jeremy Ranch Park & Ride	5:45am 11:45pm
Inbound to 0	Canyons Village	
:15 :45	Jeremy Ranch Park & Ride	5:45am 11:45pm
:20 :50	Ecker Hill Park & Ride	5:50am 11:50pm
:22 :52	Tanger Outlets	5:52am 11:52pm
:24 :54	Walmart	5:54am 11:54pm
:27 :57	Kimball Junction Transit Center	5:57am 11:57pm
:30 :00	Redstone	6:00am 12:00am
:32 :02	Newpark	6:02am 12:02am
:36 :06	Silver Springs	6:06am 12:06am
:47 :17	Canyons Transit Hub (7-11)	6:17am 12:17am
:00 :30	Grand Summit	6:30am 12:30am*
		*Dropping Only

SILVER SPRINGS

Transfer Point



Noteworthy Location



Park & Ride



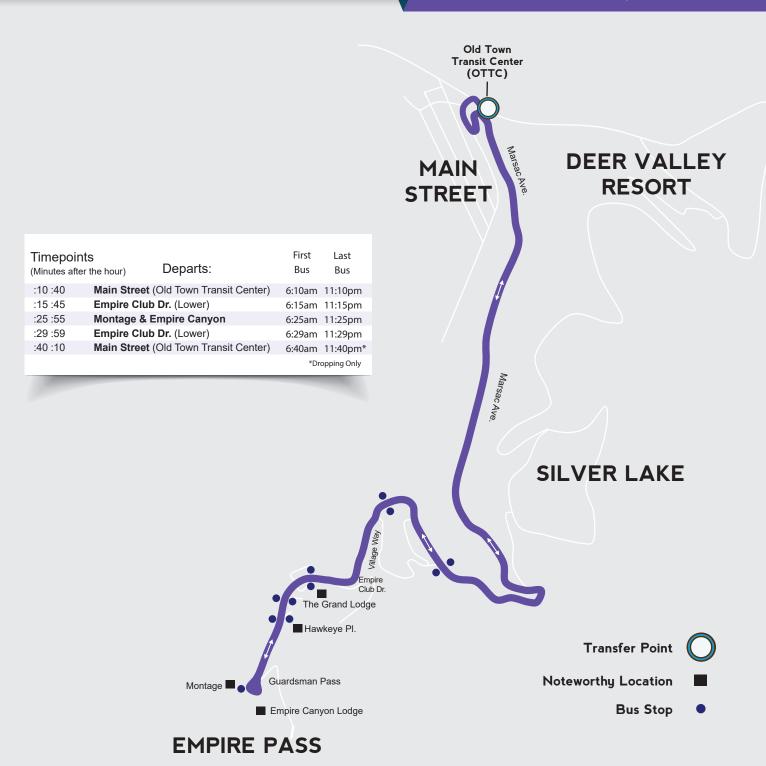
Immediate Health Care

+



9 PURPLE EMPIRE PASS

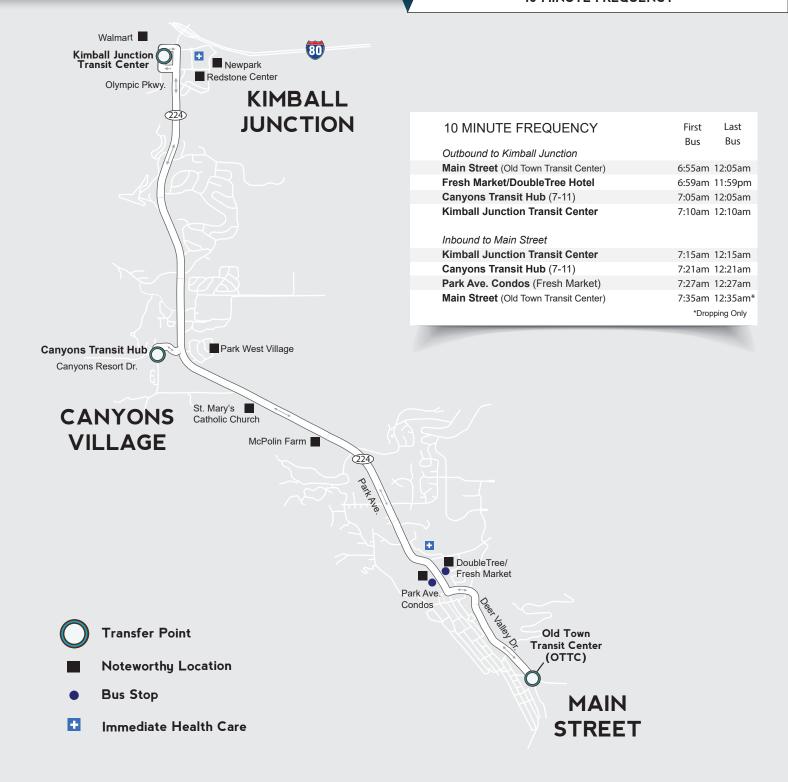
HOURS 6:10 A.M. -11:10 P.M. 30 MINUTE FREQUENCY



If the driver is already pulling away, please do not chase the bus or pound on the door.

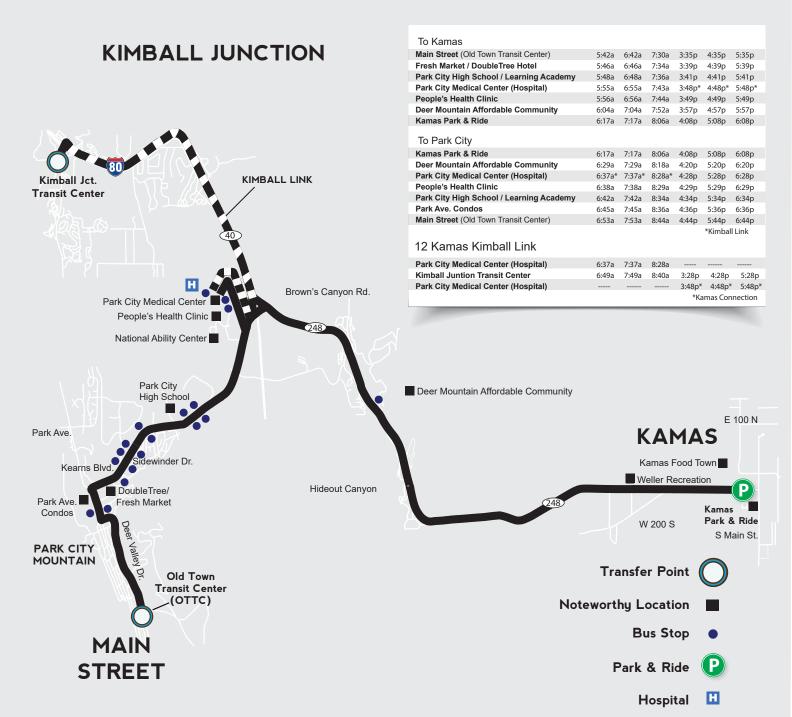
10 WHITE ELECTRIC XPRESS

HOURS 6:55 A.M. -12:05 A.M. 10 MINUTE FREQUENCY



11 BLACK KAMAS COMMUTER

HOURS 5:42 A.M. - 5:35 P.M. 7 DAYS A WEEK



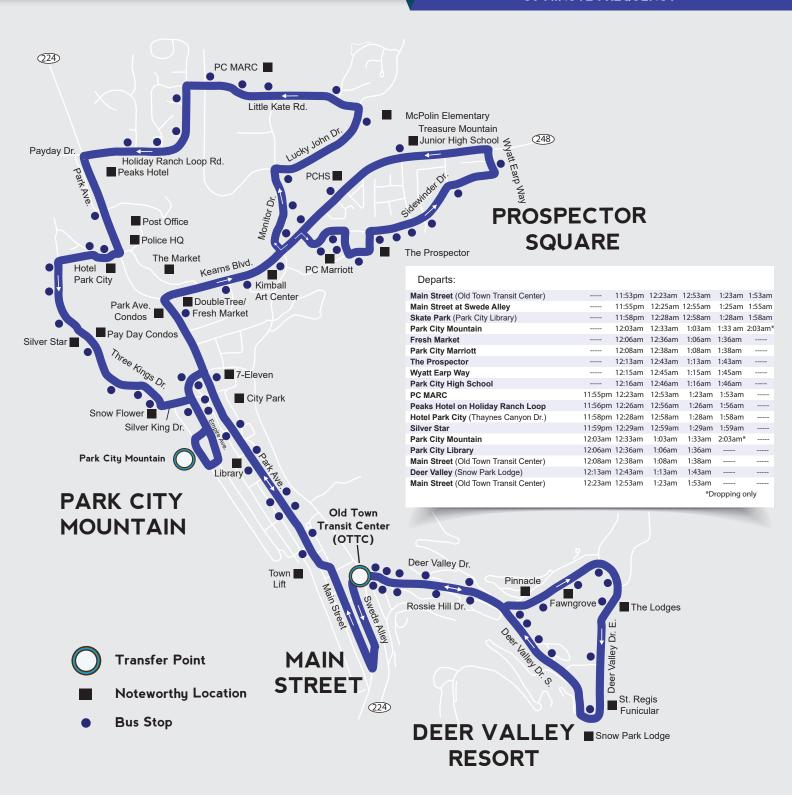
EARLY MORNING CITY WIDE

HOURS 5:36 A.M. - 7:19 A.M. 30 MINUTE FREQUENCY

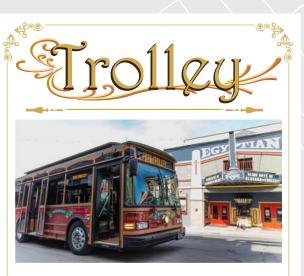


LATE NIGHT CITY WIDE

HOURS 11:53 P.M. - 2:03 A.M. 30 MINUTE FREQUENCY



TROLLEYHOURS 10:00 A.M. - 11:00 P.M.



Hop on the historic Trolley and ride it all the way to the top of Main Street from 10:00 a.m. until 11:00 p.m.

Stand at any Trolley stop or wave to the driver indicating you would like to ride. The Trolley also serves as a connection to the Old Town Transit Center where transfers can be made to other routes in the system.

An icon of Park City, the Trolley forms part of the intermodal transportation network operated by Park City Transit.



To schedule a ride call (435) 640-7819

DIAL-A-RIDE QUINN'S JCT.

