



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 18, 2001**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 18, 2001.

AGENDA

Closed Session

3:00 p.m. Property acquisition

Work Session

4:50 p.m. Customer service award
5:00 p.m. Council questions/comments
5:30 p.m. Review of regular meeting

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF SEPTEMBER 20, 2001; MINUTES OF MEETING OF SEPTEMBER 27, 2001 AND SPECIAL MEETING MINUTES OF OCTOBER 9, 2001

V CONSENT AGENDA PUBLIC HEARING

1. Master Festival License for 100 day Olympic celebration in Miners Park - Park City Chamber/Bureau

2. Resolution adopting the Historic Preservation Element of the General Plan for Park City, Utah (**motion to continue to November 8, 2001**)

VI CONSENT AGENDA

1. Master Festival License for 100 day Olympic celebration in Miners Park - Park City Chamber/Bureau
2. Lease of Recreation Building for the Olympics to USOC

VII NEW BUSINESS

1. Resolution adopting an Interlocal Agreement with Summit County for regional transportation services
2. Professional services contract with Lewis Brothers Stages in the amount of \$524,859 for regional transportation services

VIII ADJOURNMENT

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 25, 2001**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will not hold its regularly scheduled meeting on Thursday, October 25, 2001.

Posted: 10/15/01
See parkcity2002.org

**PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 18, 2001**

Present: Mayor Brad Olch; Council members Peg Bodell; Candace Erickson; Roger Harlan; Fred Jones; and Jeff Mann

Toby Ross, City Manager; Tom Bakaly, Assistant City Manager; Frank Bell, Director of Olympic Planning; Myles Rademan, Public Affairs Director; Kent Cashel, Transportation Director; and Eric DeHaan, City Engineer

1. Council questions/comments. Roger Harlan reported that he attended the School District meeting; where the effectiveness of the ESL program was discussed. Peg Bodell applauded the installation of the newspaper racks and announced that absentee ballots are now available. She attended the Parks and Recreation meeting where forming a Friends of the Barn group was supported and she suggested that there be a Council liaison, at least during the organization period. The voter information pamphlet on the recreation bond elections has been mailed and there will be open houses at the Racquet Club and Ecker Hill to further inform the public. Tom Bakaly added that the open houses are a joint effort with the Snyderville Basin Special Recreation District and concept designs will be displayed. Ms. Bodell stated that the Board also discussed a policy for City Park. There was an increased police presence in the park which really made a difference. She asked for more information on the Wild West Ball to be held at the McPolin Barn.

Frank Bell reported that SLOC is hosting the final sponsor workshop in the middle of November in connection with Olympic preparations. As a part of that, there is a closing night banquet planned at the McPolin Farm property which will be a dinner dance for sponsors and community leaders. This is an opportunity to get acquainted with many of the sponsors who will have lodging or hospitality centers in Park City and a mechanism to showcase our community. There is the potential for 1,000 attendees, but recent events may curtail that number and it is planned to set up six tents. Guests will be bused from Salt Lake and the buses will be staged off-site. Set-up will occur the day before, and it will be dismantled the day after the event. There is a lighting component. Mr. Bell emphasized that an event of this scale probably wouldn't have been entertained under any other circumstance, but for the Olympics. SLOC will be paying Park City a rental fee.

Ms. Bodell pointed out that installing six tents on the property doesn't really tie into the Farm experience and as planned, it could easily be staged in a parking lot. Mr. Bell stated that her point is valid but clarified that the Farm is being used because of what it is and not because it is convenient. The Mayor added that the tents are needed because of the weather in November, and he felt the Farm will create a striking theme for the celebration. Candace Erickson expressed some concern about the number of guests, and asked that the organizers be sensitive to lighting and noise. The Mayor pointed out that the event may not be perfect, but there may be many things that will work well and this may

help formulate criteria for uses on the property in the future. Candace Erickson felt this event is probably too large for the site, but understands the circumstances and is willing to accommodate it. However, she has concerns regarding precedent-setting for future requests. Frank Bell indicated that this is different as it is being held in the context of the Olympics and falls under the special licensing process authorized by Council. It's not a master festival license and there is a clear nexus in this instance. If it is decided not to host an event on this site of this scope, the Council will have the ability to base its denial on an actual situation.

Ms. Erickson reported on the opening of the new Justice Center and Utah League of Cities and Towns Policy meetings. The state legislative outing in Park City was very productive and a good opportunity to introduce members to Park City. The tour of the Olympic sites was also informative. Jeff Mann also discussed the dedication of the Justice Center where artist Ruby Chicone unveiled her art work and thanked staff for organizing the legislative outing. He announced that a meeting is being organized with the School District, parents and the Police Department on November 7 about drugs. He requested an update on the Olympic lighting for Main Street.

Myles Rademan explained that the City was informed by NBC that the lights strung across Main Street will not work for broadcast purposes, and unless the lighting scheme is changed, there will not be much television exposure of the street. A suggestion for lighting up Main Street was provided by NBC and Mr. Rademan displayed an illustration. In researching this project, it was determined that the lights will cost about \$6,000 but installation by a contractor is estimated at \$90,000. An additional consideration is that buildings are privately owned and permission needs to be obtained by owners. A consent form has been distributed to get the project underway, and the response has been good. He continued that the City is pursuing bid information and there is an effort to sell the project to sponsors. It also has the potential of being a legacy project. He reported that 22 Olympic caldrons have been sold.

In response to a question from Fred Jones about following-up on the Aerie Subdivision request for special Olympic parking and transit services, Kent Cashel responded that a parking plan on the lower portion of Mellow Mountain Road is in the works. Bus service in the Aerie is a technical challenge and it would be prohibitively expensive to purchase special equipment. This temporary parking lot solution is one way to provide access to a transit system for residents. Deer Valley Lodging is willing to extend its service to the Oaks Subdivision and a plan is still being formulated. Mr. Jones congratulated staff on the installation of the news racks and asked for an update on the Mine Road.

Eric DeHaan stated that he met with the new Region 2 Director John Bjorn who has become very familiar with the Mine Road over the past several weeks. The jurisdictional transfer is scheduled for action on the December 14 meeting of the

Transportation Committee. UDOT indicated at the meeting this week that the design of the truck ramp is not flawed, given the topography, ownership and alignment of the roadway. Eric DeHaan discussed the details of the accident ten days ago which was caused by a combination of mechanical and human errors. With regard to one-way, UDOT believes that it could only be justified on the basis of an engineering study based on the other one-way couplet, Royal Street. Although one-way up the Mine Road may be justified, one-way or two-way down Royal Street may take some analysis and the state is not willing to take on that task between now and December. The City has been advised by UDOT to study this before taking unilateral action. Weight limit signs have also been addressed and UDOT is willing to take a look at this as soon as possible. Park City has obtained permission to change or eliminate the confusing "*winter conditions*" signs. He continued that once the jurisdictional transfer takes place, the City can make the one-way decision in-house. However, there will be problems if both truck and passenger traffic use Royal Street and empty out in the Deer Valley venue area during the Olympics. Although the state will continue to provide snow removal services this year, future maintenance costs will be significant. Additionally, the engineering study will consider reconstruction costs and safety measures for Royal Street if it is intended to accommodate heavy traffic. Axle and weight limits and current design flaws should also be studied. There was discussion about being prepared for the next construction season to initiate some improvements.

Prepared by Janet M. Scott

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 18, 2001**

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 18, 2001. Members in attendance were Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Jeff Mann. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Alison Butz, Special Events Manager; Tom Bakaly, Assistant City Manager; and Kent Cashel, Transportation Director.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business. Hearing none, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Tom Bakaly discussed the status of federal legislation regarding transferring ownership of the Red Maple Parcel from the Bureau of Land Management to the Air Force for a recreational facility. Once the Air Force obtains ownership, the City can begin negotiations on a land trade. The bill also addresses the Gambel Oak Parcel which will empower the Secretary of Interior with the ability to purchase any unpatented mining claims. It would also terminate the City's lease of the property. Congressman Hansen's and Cannon's offices have assured him that their intent is to clear up encumbrances and it will not be developed. A memorandum of understanding for Park City's continued recreational use on these parcels is being proposed if the bill is passed.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF SEPTEMBER 20, 2001; MINUTES OF MEETING OF SEPTEMBER 27, 2001 AND SPECIAL MEETING MINUTES OF OCTOBER 9, 2001

Hearing no omissions or corrections, the Mayor requested a motion to approve. Peg Bodell stated that she will be abstaining from approval of all meeting minutes because since she was not in attendance. Candace Erickson disclosed that she will be abstaining from voting on the minutes of the special meeting. Motion carried.

Peg Bodell	Abstention; all
Candace Erickson	Abstention; October 9 only
Roger Harlan	Aye
Fred Jones	Aye
Jeff Mann	Aye

V CONSENT AGENDA PUBLIC HEARING

1. Master Festival License for 100 day Olympic celebration in Miners Park - Park City Chamber/Bureau - Alison Butz explained that approval also includes the 75 and 50 day celebrations included in the staff report. They will only be occurring in Miners Park and will include pin trading, school music performances, and appearances by athletes. Candace Erickson believed that these events have the potential of attracting a large number of patrons and suggested there be a contingency location. There was discussion about sectioning off the park from the street and the possibility of a one block temporary closure to vehicular traffic, like the Halloween event. Ms. Butz noted the special officer services that the Chamber is covering with volunteers. Chief Lloyd Evans agreed that the barricades could be manned with volunteers and clarified the efforts for advanced notice to get parked cars off the street. There was concern expressed about the event spilling into the street and Ms. Butz suggested modifying a sentence in the findings and conditions of approval so that special event staff can work with the Police Department on closure options without having to come back to the City Council for final approval on this series of Olympic celebrations. With no further comments or questions from the City Council or audience, the public hearing was closed.

2. Resolution adopting the Historic Preservation Element of the General Plan for Park City, Utah (motion to continue to November 15, 2001) - The Mayor requested a motion to continue to November 15, 2001. It was posted as November 8 on the agenda. Fred Jones, "I move approval". Candace Erickson seconded. Motion carried unanimously.

VI CONSENT AGENDA

The Mayor requested a motion to approve the Consent Agenda, including the minor amendments to Item 1 discussed above. Roger Harlan, "I so move". Candace Erickson seconded. Motion carried unanimously.

1. Master Festival License for 100 day Olympic celebration in Miners Park - Park City Chamber/Bureau - See staff report.

2. Lease of Recreation Building for the Olympics to USOC - See staff report.

VII NEW BUSINESS

1. Resolution adopting an Interlocal Agreement with Summit County for regional transportation services - and

2. Professional services contract with Lewis Brothers Stages in the amount of \$524,859 for regional transportation services - Tom Bakaly explained that the Summit County Commissioners met today and do not intend to impose a fee on Snyderville Basin businesses for regional transportation services. They indicated that they wanted planning efforts to continue and the joint task force to meet on October 26 to formulate another plan

for this winter. The Mayor recommended that these two items be continued to a date uncertain. Fred Jones, "I so move". Roger Harlan seconded. Peg Bodell asked if advertising was considered as a revenue source. Kent Cashel commented that it wasn't addressed but that it could be brought up in future discussions with the County. Fred Jones indicated his disappointment that the program is not moving forward and hoped at some point a regional transportation system will be implemented. Ms. Bodell thanked staff for their hard work on this issue. Motion carried unanimously.

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

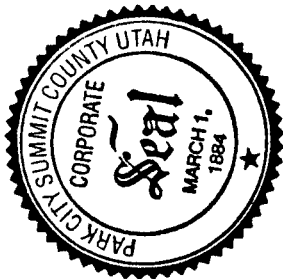
MEMORANDUM OF CLOSED SESSION

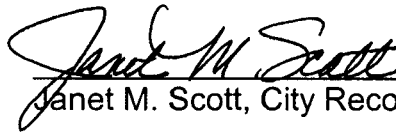
The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Jeff Mann. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Tom Bakaly, Assistant City Manager; and Tom Daley, Deputy City Attorney. Roger Harlan, "I move to close the meeting to discuss property acquisition". Peg Bodell seconded. Motion carried unanimously.

The meeting opened at approximately 5:10 p.m.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott




Janet M. Scott, City Recorder

CITY COUNCIL REPORT

DATE: October 18, 2001
DEPARTMENT: Facilities and Special Events
AUTHOR: Alison Butz AB
TITLE: Olympic Countdown Celebrations
TYPE OF ITEM: Master Festival License Application

SUMMARY RECOMMENDATIONS: Review the Master Festival License application, conduct a public hearing and consider approving the license for the Olympic Countdown Celebrations.

A. TOPIC

Review of the Master Festival License Application, submitted by the Park City Chamber of Commerce for the Olympic Countdown Celebrations.

B. BACKGROUND

With the approach of the 2002 Winter Olympics, the Chamber and Coca-Cola have joined efforts to coordinate Olympic Celebration Days at various date makers as a count down. The first and one of the largest of these events is on November 1, 2001. The remaining events are as follows:

75 days- November 25

50 days- December 20

25 days- January 14

1 days - February 7

These celebrations will include pin trading booths, music from local schools and appearances from various athletes and dignitaries. The events will occur in Miners Park where Coca-Cola will be operating their kiosk from November 1st through the Olympics.

The Coca-Cola Kiosk will be located in the southern end of Miners Park. The kiosk has been included within the overall Master Festival License approval for Main Street. The kiosk will include pin trading as well as a small retail component of exclusive Olympic merchandise.

B. Analysis

The activities associated with the Celebration days will occur entirely within Miners Park. Pin trading will begin at 11:00am with the highlighted activities occurring from 2:00pm until 5:00pm.

Speakers will be installed in the park on those days for the amplification of speeches and performances from local school choirs.

Due to the location of all events within Miners Park, the event will not disrupt pedestrian or vehicular traffic along Main Street. The Main Street Trolley will also run its regular route during these events.

Amplification and use of Speakers

Staff has added as a condition of these events, that the speakers are directed towards Main Street and away from the Park Avenue residents. The sound level will be monitored by City Staff. The speakers will not be used past 5:00pm.

ALTERNATIVES

- A. Approve the Master Festival License, as conditioned by staff, allowing the Olympic Countdown Celebrations on November 1, November 25, December 20, 2001 and January 14, and February 7, 2002.
- B. Modify the parameters of the event and approve the Master Festival License, allowing the Olympic Countdown Celebrations on November 1, November 25, December 20, 2001 and January 14, and February 7, 2002.
- C. Deny the Master Festival License, thereby preventing the Olympic Countdown Celebrations.
- D. The City Council may continue the hearing for more information and discussion.

RECOMMENDATION:

Staff recommends approval of the Master Festival License to allow the Olympic Countdown Celebrations on November 1, November 25, December 20, 2001 and January 14, and February 7, 2002, based on the following:

Findings of Fact:

- 1. The Olympic Countdown Celebrations include pin trading, speeches and music in Miners Park on November 1, November 25, December 20, 2001 and January 14, and February 7, 2002.
- 2. The entire event will be contained to Miners Park. The conduct of the Olympic Countdown Celebrations will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area.
- 3. The Olympic Countdown Celebrations will not need the diversion of traffic. Police and other public employees will not be used to an extent where there will be a diversion of so great a number of police, fire or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
- 4. The crowd associated with Olympic Countdown Celebrations will be in Miners Park, or on the adjacent sidewalk. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety concerns.
- 5. No other Master Festival or Special Event Licenses have been issued for November 1, November 25, December 20, 2001 and February 7, 2002.. A Master Festival License for the

Sundance Film Festival will be in effect on January 14, 2002. The use of the Miners Park during Sundance is limited to the location of kiosks for the display of film posters and flyers. The Olympic Countdown Celebrations will not substantially interfere with any other Special Event or Master Festival for which a license has already been granted or with the provision of City services in support of other such events or governmental functions.

6. The organizer is providing adequate insurance for the event.
7. Due to the nature of the Olympic Countdown Celebrations, the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. All speakers shall be directed towards Main Street and away from the Park Avenue residences.
2. There shall be no amplification of music or otherwise after 5:00pm on the day of the celebrations.
3. All plans for tents and other temporary structures shall be submitted to the Building Department for review and permitting.
4. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant.
5. The Applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

Exhibits

Exhibit A - Site Plan

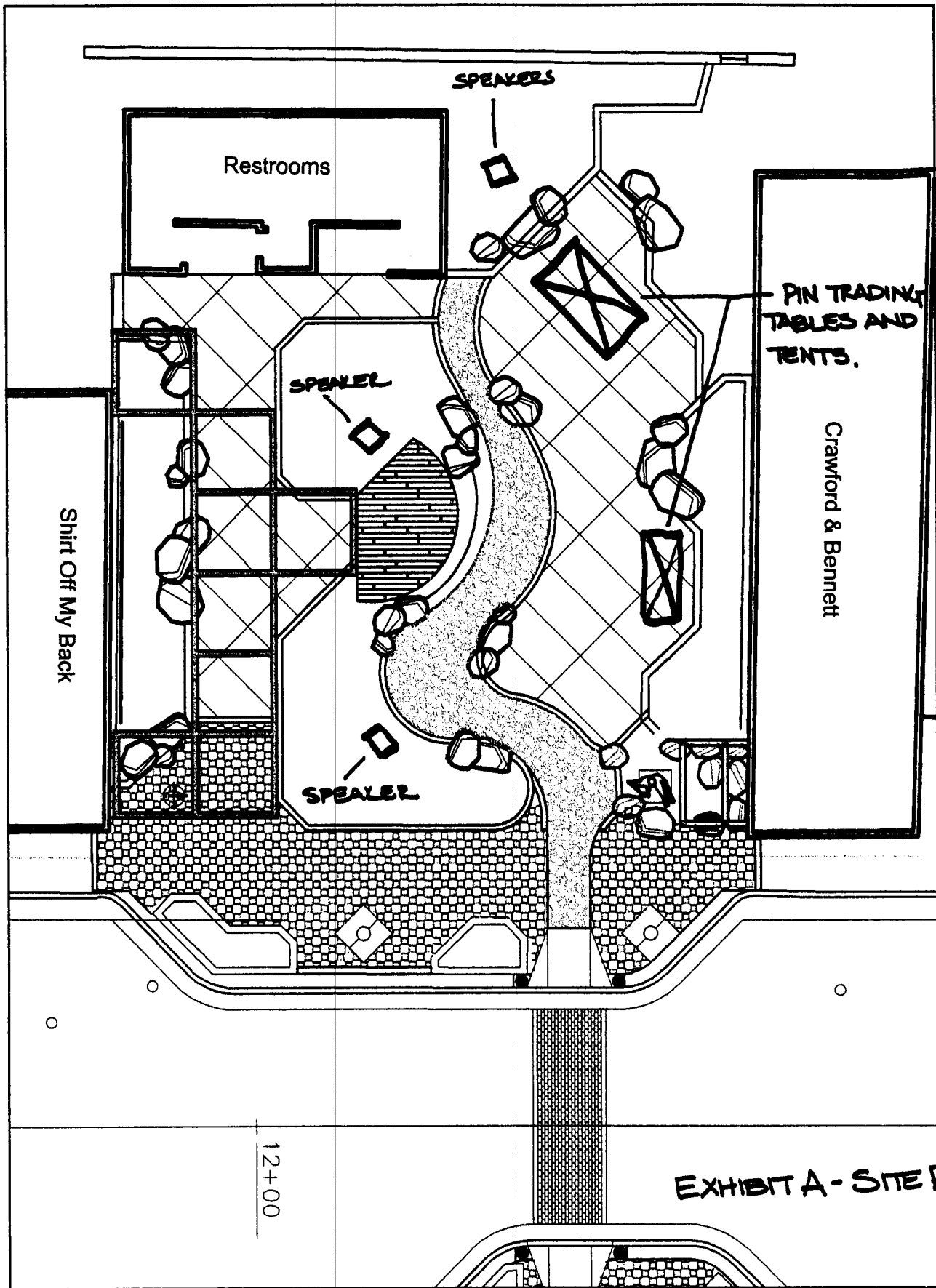


EXHIBIT A - SITE PLAN

Mountain Works
an Equal Opportunity Employer
 Mountain Works, Inc.
 1000 N. 1000 E.
 Salt Lake City, UT 84103
 Phone: (801) 466-1000
 Fax: (801) 466-1001

PEDESTRIAN IMPROVEMENTS TO
HISTORIC MAIN STREET
28 FOR THE
 PARK CITY MUNICIPAL CORPORATION
 PARK CITY, UTAH

PROJECT NUMBER:
 28

DESIGNER:
 DATE: 12/10/99
 DRAWN BY: JCS
 CHECKED BY: JCS
 PROJECT NUMBER: 28-01
 DATE: March 18, 1999

LAYOUT PLAN

SHEET NUMBER:
A-4

PROJECT TITLE:
PEDESTRIAN IMPROVEMENTS TO HISTORIC MAIN STREET

PROJECT NUMBER:
 28

DATE: 12/10/99



DATE: October 14, 2001
DEPARTMENT: Olympic Services
AUTHOR: Frank Bell
TITLE: Approval of a lease for Olympic Use of City Park Recreation Building
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:

Authorize staff to execute a lease for use of the City Park Recreation Building during the 2002 Winter Olympics with the United States Olympic Committee (USOC) in a form approved by the City Attorney.

DESCRIPTION

A. Topic:

Lease agreement between the United States Olympic Committee and the City for Olympic use of the City Park Recreation Building beginning on January 14, 2002 and ending on March 2, 2002 (47 days) for a payment of \$60,000.

B. Background:

The City has had a long and beneficial relationship with the USOC since the early days of bidding for the Olympics. The USOC approached the City earlier this year in anticipation of establishing a coaching and performance center in Park City for US athletes. The Recreation Center in City Park meets the needs of the USOC in terms of office space, available technology, transportation, and proximity to the competition venues.

The "performance" center is a private facility where coaches and staff can meet with athletes and among themselves for such things as video analysis, counseling and sports psychology, general training and analysis of athlete performance, and conferencing. It is not open to the public, and in fact, because of the direct relationship between athlete performance, competition strategy and the coaching staff, the facility is off limits to all but official staff. While the possibility exists that the concrete deck area could be covered for the purpose of periodic private receptions, the facility is not hospitality facility, national team house, or a part of our public celebration.

A \$30,000 initial payment will be paid upon authorization of this lease with the balance due prior to occupancy. A \$5,000 damage deposit will also be paid prior to occupancy, and refunded within 30 days of vacation upon return of the building in undamaged condition and in

consideration of reasonable wear and tear.

C. Analysis:

This lease is quite similar to others for use of public property during the Games. However, unlike some of other leases, this agreement does not contemplate a public, promotional use of the property. Rather, the Recreation Building will be used to enhance the performance of our athletes and further the efforts of the USOC and our competition teams during the Games. As with our other leases, the revenue generated will go toward offsetting municipal Olympic expenses.

The USOC needs the building three weeks prior to the Games to install office equipment and technology. It is possible that some of the technological improvements may remain in the building after the Games. While there are no other tenants, the building is used by the City and community groups during the winter. Those services have already been relocated or discontinued during the Games. Because of other Olympic activities in and near the Park, it would be necessary to discontinue public uses anyway.

D. Department Review:

The Olympic Services Department, Capital Management and Budget, and the Legal Department have reviewed and support this agreement.

ALTERNATIVES

A. Approve the Lease: The Council may approve the lease as written.

B. Not Approve the Lease: The Council may decide against the lease.

C. Modify the Terms and Conditions: The Council could decide to re-negotiate terms and conditions as necessary.

D. Do Nothing: The applicant requests an answer as soon as possible.

SIGNIFICANT IMPACTS:

The impacts have been discussed to some degree in the analysis section. Staff believes there are few, if any, negative impacts. Other than relocation, there are no adverse affects to public services. The City's only responsibility is to provide janitorial services and site management. No other public resources are needed to support the agreement.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

USOC will not lease the space in question.

RECOMMENDATION:

Authorize staff to execute a lease for use of the City Park Recreation Building during the 2002 Winter Olympics with the United States Olympic Committee (USOC) in a form approved by the City Attorney.

DATE: October 18, 2001
DEPARTMENT: Office of Capital Management & Budget
AUTHOR: Tom Bakaly & Kent Cashel
TITLE: Agreement with Summit County for Regional Transit Service and 3rd Party Contract for the Provision of Summit County Winter Bus Service
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: City Council should:

- 1) Adopt the attached resolution that authorizes the Mayor to enter into a Regional Transportation Agreement, in a form approved by the City Attorney, and subject to County approval of said Agreement and institution of a County fee assessment to pay for the County's portion of the service. City businesses will not be charged this County fee.
- 2) Authorize the City Manager to execute a service provision contract with Lewis Brothers Stages in the amount of \$524,859 for the provision of Winter Service in the County.

DESCRIPTION:

A. Topic: Agreement with Summit County relating to Regional Transit & 3rd Party Winter Bus Service Provision Contract.

B. Background: Regional transportation is a top priority goal in the 2000-2001 City Council Action Agenda. Pursuant to that goal, the City has been in discussions with the County regarding regional transit for several years. In July of 2001, the City and Summit County executed a letter of intent which outlined the process for entering into a regional transportation agreement in October of 2001. The letter of intent called for the City and County to establish a Joint Transit Advisory Board (JTAB), which was in done in August of 2001.

The letter of intent also stated that the City and Summit County would jointly fund the cost of a consultant to formulate a transit plan and make recommendations for the regional transportation agreement. The Summit County Regional Transit plan has been completed and reviewed and approved by the joint transit advisory board. Components of the plan are incorporated into the proposed Transportation Agreement (attached). The Joint Transit Advisory Board has also reviewed formal bids from third party contractors for the provision of 2001-02 regional transportation winter service.

C. Analysis: Listed below are the proposed deal points of the transportation agreement.

Regional Transportation General Deal Points: In summary, the City would manage the operation of the system. The City Council and County Commission would still have authority over their separate and respective districts. The Joint Transit Advisory Board would provide policy recommendations to both the County Commission and City Council. The agreement would be for one year with renewal options.

Service Levels: Please see the attached transportation agreement for a description of the service. The major components of service are Winter and Non-Winter service. For the first Winter, the City would need to contract with a service provider for the service. The City has conducted a formal bid process and the apparent low bidder came in with a bid of \$524,859. The Winter Service will run 7 days a week. The Non-Winter Service will also run 7 days a week, but for fewer hours. City buses and drivers will be used for Non-Winter service. It was determined that it would be roughly \$60,000 cheaper for the City to provide the Non-Winter based upon the bids received. It is possible that next year, 2002-03, the City will have the necessary buses to also provide the Winter Service.

Cost Reimbursement Timing: Upon execution of the agreement in October, the County will pay their proportionate share of the direct costs of the overall system. The current payment schedule (exhibit C of the agreement) contemplates higher payments in the Winter months due to the seasonal nature of the costs. The County will be responsible for paying the City on a monthly basis, who will in turn pay the contractor on a monthly basis. On October 11, 2001, Council expressed that they would not be willing to "float" or cover payments to the contractor. Since the Contractor will be paid monthly, the County would need to pay the City monthly.

Funding: The County is currently in the process of instituting a fee assessment system that would fund the cost of the transportation system which is truly a commercial system. The County will be holding public hearings over the next few weeks to institute this new assessment. If the County chooses not to fund the regional transportation system this year, the agreement between the City and County will not be executed. The City will likely work with the Canyons to see if they would like the City to manage the operation of their transportation system. The amount of the contract with Lewis Brothers Stages would decrease since only the Canyons Winter service would be provided. The City Council should go ahead and approve the agreement with the County and Contract with Lewis Brothers as attached. It is anticipated that the County will implement their fee system and execute the agreement in late October. If the agreement changes substantially, Staff will return to Council for ratification at their November 8, 2001 meeting.

Olympic Transportation System: The City is currently finalizing its own enhanced transportation system for the Olympics. That system includes service into the County to the large park and ride lots that are operated by Salt Lake Organizing Committee (SLOC). The City and County have discussed the possibility of adding a small park and ride shuttle system to the overall Olympic transportation system. At the request of the County, the Olympic transportation plan is not addressed in the Regional Transportation Agreement. The City and County may enter into another agreement for the provision of Olympic services within the next few months.

Contract with Lewis Brothers Stages: The City conducted a formal bid process for the provision of transportation services. The City asked for Winter as well as year-around service and incremental cost proposals. The city received two bids. Lewis Brothers Stages was the low bidder for all components requested. The bid process was in compliance with Federal Transit Administration (FTA) requirements. Staff is requesting that Council authorize a contract for the Winter service only. The City's buses and drivers will be used to provide the service for the remainder of the year. Please see the attached bid comparison for more detailed information.

Regional Transportation Summary: A single, ongoing regional transit system serving the Summit County area is the best interests of all involved. The transit center was obviously an important step towards facilitating regional transit, and was recognized as such by the Governor and the 2001 Quality Growth Awards. Pursuing a single regional transit system is the next logical step. Constituents, employers/employees, and the regional economy will best be served by a single, efficient transit system. The next step for regional transit would be to use lessons learned to possibly expand service into County residential areas and the Kamas and Heber Valleys.

D. Department Review: This report has been reviewed by the Public Works Department, the Legal Department and the City Manager's Office.

ALTERNATIVES: Listed below are possible alternatives relating to the agreement. Please note that the Summit County Commission will address the agreement and fee assessment at their October 18th meeting. Staff is hopeful that the County would adopt the Agreement at either their October 25th or November 1st meeting. If City Council has significant changes to the agreement, Staff will need to promptly work with the County to address those issues.

A. Approve the Agreement and 3rd Party Contract: Council could approve the Transportation Agreement and 3rd Party contract subject to County approval and commitment to fund the County's share of the annual service. This is Staff's recommendation.

B. Deny the Request: Direct Staff to discontinue efforts to implement a regional transit system.

C. Continue the Item: Council will be asked to authorize staff to execute the 3rd party contract and the County regional transportation agreement on October 18th. Given the complexity of this project and the fact that the County is instituting a new assessment to fund the service, Council may want to consider holding an additional meeting on October 25th to approve the agreement if they are not willing to do so on October 18th. Council is currently not scheduled to have on meeting on October 25th or November 1st. Delaying action on the agreement with the County or the 3rd party contract until November 8th will mean that the regional and system cannot be implemented for the 2001-02 winter season.

D. Do Nothing: The result of this action would be similar to denying the request.

SIGNIFICANT IMPACTS: So far, direct costs incurred over the last three months related to the regional transportation study and County Olympic Transportation study has totaled roughly \$13,000. These costs will be split evenly between the City and County. The County has incurred additional consultant expense in developing the assessment system that will fund their portion of the costs of the new regional transportation system.

The total annual cost of the County portion of service is estimated to be \$671,920. Please see the attached cost worksheet for a breakdown of costs. Please note that the City will be managing the winter service 3rd party contract at no cost to the County. Existing management resources will be allocated for this service, thus reducing their availability for other expanded City transportation or parking programs. Significant resources from the Public Works Department, Legal,

Department and Office of Capital Management & Budget have been utilized to get the agreement to this stage. No additional staff costs (overtime or temporary help) have been expended. The Agreement and 3rd party contract will not be executed until the County has executed the Agreement and committed to funding the expanded regional service.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: If the agreement is not adopted, it is possible that the Canyons would contract with the City or directly with the 3rd party contractor for transit service in 2001-02. The County might also participate with the Canyons for 2001-02 if a County/City agreement is not executed.

RECOMMENDATION: City Council should:

- 1) Adopt the attached resolution that authorizes the Mayor to enter into a Regional Transportation Agreement, in a form approved by the City Attorney, and subject to County approval of said Agreement and institution of a fee assessment system by the County to pay for the County's portion of the service. City businesses will not be charged this County fee.
- 2) Authorize the City Manager to execute a service provision contract with Lewis Brothers Stages in the amount of \$524,859 for the provision of Winter Service in the County.

Attachments:

Regional Transportation Resolution
Regional Transportation Agreement, 3rd Party Contract, cost and payment exhibits
3rd Party Contract Cost Comparison



Resolution No. -01

**A RESOLUTION APPROVING A TRANSPORTATION AGREEMENT BETWEEN
PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY**

WHEREAS, the Interlocal Cooperation Act provides that any power that may be exercised by any public agency may be exercised and enjoyed jointly with other public agencies pursuant to an agreement approved by resolution of the governing bodies of each such public agencies; and

WHEREAS, Park City Municipal Corporation ("PCMC") has determined by vote of its governing body to enter into these Interlocal Cooperation Agreements to enhance the effectiveness of cooperative efforts between the parties and anticipates that Summit County ("County") will do likewise; and

WHEREAS, it is necessary that PCMC and County cooperate with one another to effectively provide transportation services within the boundaries of both Park City and Summit County; and

WHEREAS, the City and County executed a letter of intent to enter into a Transportation Agreement on July 12, 2001; and

WHEREAS, the City and County jointly appointed the Joint Transit Advisory Board to assist with the formulation of a Regional Transportation system and the Transportation Agreement; and

WHEREAS, the City, County and the Joint Transit Advisory Board completed the Summit County Regional Transit Plan in October of 2001; and

WHEREAS, both PCMC and County will benefit from the coordinated operations contemplated by this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah as follows:

1. The City Council hereby authorizes the Mayor to execute Transportation Agreement (attached as "Exhibit A"), in a form approved by the City Attorney's Office, and subject to County approval of the Transportation Agreement and institution of a County transportation fee assessment system.

2. The City Council hereby authorizes the City Manager to execute a service provision contract with Lewis Brothers Stages in the amount of \$524,859, subject to County approval of the Transportation Agreement and institution of a County transportation fee assessment system

PASSED AND ADOPTED this 18th day of October, 2001.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

Approved to form:

Mark D. Harrington, City Attorney

**PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY
TRANSPORTATION AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2001 by and between the Park City Municipal Corporation (hereafter "the CITY") and the County of Summit (hereafter "COUNTY").

WHEREAS, the COUNTY and the CITY desire to provide quality and efficient transit services for residents within their respective jurisdictions; and

WHEREAS, the COUNTY has established the Kimball Area Transportation Special Services District to provide partial funding for operational and capital expenses associated with public transit services in the Kimball Junction area; and

WHEREAS, the CITY has the management and technical personnel, third party contractor, and the necessary expertise and assets useful for the support of the COUNTY's transportation project; and

WHEREAS, the COUNTY desires to obtain such services from the CITY; and

WHEREAS, the CITY is desirous of providing such services;

NOW THEREFORE, in consideration of the foregoing recital, and the consideration and covenants hereinafter agreed to, the parties commit themselves to the following contract terms:

INCORPORATED DOCUMENTS: In addition to the terms and conditions of this Agreement, the parties agree that the following documents are hereby incorporated by reference and are as fully a part of this Agreement:

1. The CITY's Agreement with the third party contractor (hereinafter referred to as Third Party Contractor) attached as Exhibit "A" and hereinafter referred to as the "the CITY Contractor Agreement." This document will not be finalized until after execution of this Agreement.
2. The Cost Worksheet and Monthly Payment Schedule attached as Exhibits "B" and "C" and hereinafter referred to as "Cost Worksheet" and "Monthly Payment Schedule." Costs may vary based upon Third Party Contractor negotiations.

The parties further agree that the precedence of the documents in descending order, shall be as follows:

- a. This Agreement
- b. The Cost Worksheet and Monthly Payment Schedule
- c. The CITY Contractor Agreement
- d. Summit County Regional Transit Plan - Prepared by LSC - October, 2001

1. SERVICES:

1.1 **Purpose:** The COUNTY hereby contracts with the CITY to provide transportation management and operations services upon the terms and conditions hereinafter set forth.

1.2 **Scope of Work:** To provide Management and staff for the operations of the COUNTY service including: management, accounting, operations, as further detailed in this Agreement.

1.3 **Joint Transit Advisory Board:** CITY and COUNTY will establish a Joint Transit Advisory Board which shall meet monthly and will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service and equipment demands with private contracts as well as further regionalization. The Joint Transit Advisory Board shall have members appointed by both the City and the County in equal proportions and for terms to be determined and established by the County and City. . The initial term of the Advisory Board shall be from August 9, 2001 until the expiration of the first term of this agreement.

2. TERM AND TERMINATION

2.1 **Contract Term:** The term of this Agreement shall be one (1) year from November 1, 2001 and shall automatically renew for successive one (1) year terms, until such time as either party serves written notice of termination. Such termination notice may only be given on or before August 30th each year. Under no circumstances shall this Agreement exceed fifty (50) years in duration.

2.2 **Review Process:** The CITY and the COUNTY shall annually review their transportation services and shall cooperate in resolving issues as they arise in a manner that is mutually beneficial and satisfactory to CITY and COUNTY. The COUNTY will determine what routes & services are provided outside Park City municipal limits if paid for by the COUNTY. The CITY will determine what routes & services are provided inside Park City municipal limits if paid for by the CITY. In the event that any modification to this Agreement is required in light of these annual reviews, the parties may enter into amendments, addenda, or other written manifestation of any modifications to this Agreement, which modifications must be in writing and signed by both the CITY and the COUNTY.

3. COMPENSATION AND PAYMENT

3.1 **Maximum Obligation:** The COUNTY agrees to pay for COUNTY's services as described herein as Exhibit B and Exhibit C. The maximum price to be paid by the COUNTY to the CITY each contract year shall not exceed the sums set forth in the Cost Worksheet, attached to this Agreement as Exhibit "B" and reviewed annually except as such Maximum Obligation may be increased upon mutual written agreement because of an increase in number of Vehicle Service Hours or Vehicle Service Miles, or other material change in the project, above those set forth in Exhibit "B". The timing of

payments shall be in accordance with Exhibit C. Any increase in the Maximum Obligation shall require approval by the applicable governmental funding agencies.

3.2 **Price Formula:** The COUNTY to agrees pay for performance of the services set forth in this Agreement in accordance with Exhibit "B."

1. The COUNTY will pay the monthly charges identified in Exhibit "C," which shall be deemed compensation for the cost of performing services which may vary according to the level of service, including, without limitation, the following: vehicle operator's revenue wages and associated fringe benefits, maintenance/operations facility, vehicles, vehicle parts and materials, marketing, employee drug/alcohol testing, vehicle washing, fluids, tires, and all other maintenance supplies. These costs are included in the fixed monthly costs defined in 3.2.

2. If changes are desired from the base vehicle-hours of service identified in Exhibit B which do not impact the peak number of buses in operation, the Hourly Rate Charges shown in the bottom portion of Exhibit B shall be deemed compensation for the cost of performing such service. Vehicle Service Hours will be calculated from the time each vehicle enters revenue service until such time that it leaves revenue service, which does not include deadhead time. If changes are desired that impact the peak number of buses in operation, the CITY reserves the right to re-negotiate contract costs.

3.3 **Equipment and Facilities:** The City will administer the purchase of equipment and federal or state grants relating to regional transit services. Any federal or state bus allocations in the name of the County shall be transferred to the City. All equipment purchased with Federal Transit Administration 5309 and 5311 funds on behalf of the COUNTY use shall be conveyed by the City and become the property of the COUNTY for the useful life of the equipment. The COUNTY shall pay the local match for the any/all such purchases. The County and City will make best efforts to jointly secure future sites and funding for park and ride facilities, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

3.4 **Changes:** In the event the COUNTY requests changes in the Scope of Work which, during any contract year, comprise a cumulative total of less than fifteen percent (15%) above or below that specified in the Cost Worksheet, compensations shall be adjusted according to the pricing formula set forth in Paragraph 3.2, Price Formula, and the Maximum Obligation stated in Paragraph 3.1 shall be adjusted accordingly. Changes in the Scope of Work which, during a contract year, comprise a cumulative total in excess of fifteen percent (15%) above or below that specified in the Cost Worksheet shall result in adjustment of the rates specified in Paragraph 3.2, Price Formula herein to reflect the effect on those rates caused by the requested change. The COUNTY shall issue written Change Orders to the CITY detailing requested all changes in scope. Change Orders shall either specify a cost limit or shall be subject to subsequent negotiation and shall require the CITY's and Third Party Contractor's acceptance to become effective.

3.5 **Audit:** Upon reasonable request, CITY shall permit the authorized representatives of the COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the CITY relating to performance under this Agreement.

4. **INSURANCE**

4.1 **Comprehensive General Liability Insurance:** Throughout the term of this Agreement, the CITY shall require its Third Party Contractor to procure and maintain a Comprehensive General Liability Policy providing \$1,000,000.00 (ONE MILLION DOLLARS) combined single limit Bodily Injury and Property Damage. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such vehicle insurance shall be provided as specified in Paragraph 4.2 of this Agreement, Vehicle Insurance. The CITY shall require its Third Party Contractor to name the COUNTY as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least sixty (60) days prior written notice to the COUNTY.

4.2 **Vehicle Insurance:**

1. Throughout the terms of this Agreement, the CITY shall require its Third Party Contractor to provide vehicle liability insurance in the amount of \$1,000,000.00 (ONE MILLION DOLLARS) combined single limit Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Collision and Comprehensive physical damage coverage with a \$10,000.00 (TEN THOUSAND DOLLAR) deductible; uninsured Motorist (UM) and Personal Injury Protection (PIP) with coverage limits as required by law; . A separate umbrella insurance policy, following in form, shall provide liability coverage up to \$5,000,000.00 (FIVE MILLION DOLLARS). All of aforementioned deductibles will be the responsibility of the CITY's Third Party Contractor. The CITY shall require its Third Party Contractor to name the COUNTY as additional insured and shall furnish the COUNTY with evidence of insurance. Such policy or policies shall provide that they may not be canceled without at least sixty (60) days prior written notice to the COUNTY.
2. In case of damage or destruction of any vehicle or vehicles provided by the COUNTY under the terms of this Agreement, the COUNTY agrees that liability for the CITY's Third Party Contractor for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. The CITY and the COUNTY agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon the County and City.
3. In the event that addition, deletion, or acquisition of new vehicles changes the vehicle fleet, the compensation paid to the Third Party Contractor for

the purposes of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiation up or down to equitably adjust the documented actual premium cost under the insurance policy then in effect.

5. RESPONSIBILITIES OF THE CITY

5.1 **Management**: During the term of this Agreement, the CITY shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. The Summit County Regional Transit Plan should be used when making management decisions.

5.2 **Medical Assistance to Passengers**: CITY shall not require Third Party Contractor employees to perform any medical or quasi-medical functions for passengers. In the event of injury or illness on board a vehicle, the driver shall advise the dispatcher and request direction or follow established City policy. [what policy established by whom?]

5.3 **Uniforms**: CITY shall require its Third Party Contractor's employees to wear uniforms.

5.4 **Emergency Procedures**: In the event of a major emergency such as an earthquake, dam failure, fire or man-made catastrophe, Third Party Contractor shall be entitled to make transportation and communication resources available to a degree possible for emergency assistance. If the normal line of direct authority [undefined term—what is the normal line of direct authority?] from the COUNTY is intact, Third Party Contractor shall follow instruction of the COUNTY. If the normal line of direct authority is broken, and for the period while it is broken, Third Party Contractor shall make best use of transportation resources following, to the degree possible, the direction of an organization such as the police, Red Cross, or National Guard, or other such responsible entity which appears to have assumed responsibility. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. Contractor shall be reimbursed in accordance with the normal "Price Formula" identified on "Exhibit B" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of Third Party Contractor's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" specified in Paragraph 3.1 of this Agreement. As soon as practicable after the emergency condition ceases, Third Party Contractor shall reinstitute normal transportation services.

5.5 **Reporting**: On a monthly basis, the CITY shall prepare and forward to the COUNTY a performance monitoring report, providing at a minimum the following information:

1. Total ridership over the period, by route.
2. Vehicle service-hours and service-miles provided
3. Percent on-time performance
4. Number/percent of missed trips

5. Number of missed passengers
6. Management and marketing activities conducted
7. Financial summary, including budget versus actual expenditures
8. Performance indicators
9. Any press coverage or articles regarding the transit service.

6. AUTHORIZATION

6.1 **Control**: The CITY shall render all services under this Agreement in a manner consistent with the policies of the COUNTY and the Joint Transit Advisory Board. [what policies of the county??] Modification of existing policies or adoption of new policies during the term of this Agreement which affect the CITY's performance of services shall be treated as "Changes" pursuant to Paragraph 3.4 herein.

6.2 The COUNTY shall not interfere with the management of the CITY's normal internal business affairs and shall not attempt to directly discipline or terminate the CITY's or Third Party Contractor's employees. The COUNTY may advise the CITY of any Third Party Contractor's employee's inadequate performance which has a negative effect on the service being provided and the CITY shall take prompt action to remedy the situation.

6.3 **Communications**: All notices to be given by parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail.

6.4 Notices to the CITY shall be addressed to:

Park City Municipal Corporation
Attn: Toby Ross
P O Box 1480
Park City UT 84060

6.5 Notices to the COUNTY shall be addressed to:

Summit County
Attn: Anita Lewis
P.O. Box 128
Coalville UT 84017

6.6 Either the CITY or the COUNTY may change its officer or address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

7. UNANTICIPATED EVENTS

7.1 **Force Majeure**: Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics,

earthquake, floods or other natural disaster; acts of the state or federal government [both parties here are governmental]; riots, strikes, war or civil disorder; unavailability of fuel.

7.2 **Major Costs Impacts:** The Agreement shall be subject to timely renegotiation in scope in the event that:

1. The inflation rate, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), exceeds a rate of ten percent (10%) in any 12-month period during the term hereof; or
2. Travel and/or insurance costs increase to a level ten percent (10%) greater than the industry prevailing rates in effect as of the date of this Agreement;
3. Mandated minimum wage applicable to project employees is raised to a level above the wages then being paid to those employees; or

7.3 National health care program mandates medical coverage for all employees. In the event that one or more of the conditions occur, the parties shall, in a timely manner, meet to negotiate a mutually acceptable adjustment to the rates of compensation specified in Paragraph 3.2, Price Formula and Maximum Obligation specified in Paragraph 3.1 and/or modification of the services to be provided pursuant to the Scope of Work. If the parties are unable to reach a mutually-acceptable resolution, either party may exercise their rights of termination pursuant to Paragraph 2.1.

7.4 **Shortages and Delays:** In the event that the COUNTY fails to provide or delays providing items as herein provided in the number, size and/or condition required, then the CITY shall not be responsible for any delays or resulting decline in the quality of service.

8. GENERAL TERMS AND CONDITIONS

8.1 **Civil Rights Requirements:** CITY shall require Third Party Contractor to comply with all applicable federal, state, and local laws, rules, and regulations with regard to discrimination in employment because of age, race, religion, color, sex, physical or mental disability, marital status or national origin.

8.2 **Disadvantaged Business Enterprise:** In connection with the performance of this Agreement, the CITY shall require its Third Party Contractor to cooperate with the COUNTY in meeting its commitments and goals for DBE participation.

8.3 **Lobbying:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

8.4 **Complete Agreement:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

8.5 **Severability**: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of the Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the Agreement meaningless.

8.6 **Modification**: The covenants and conditions contained in this Agreement fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized on the date written below their signatures.

COUNTY OF SUMMIT

By: _____
(signator)

Date: _____

ATTEST:

(signator)

**PARK CITY MUNICIPAL
CORPORATION**

By: _____
Bradley A. Olch, Mayor

Date: _____

ATTEST:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Date: _____

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PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of October, 2001, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and LEWIS BROS. STAGES (LBS), 549 West 500 South, Salt Lake City, Utah 84101, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Request For Proposals" attached hereto as "Exhibit A" and incorporated herein (the "Project"). Vehicles to be provided by the Service Provider shall conform to Vehicle Specifications attached hereto as "Exhibit B". Scope of Work and Fees for Services provided are set forth in "Exhibit C" and incorporated herein. Such fees shall not exceed Five Hundred Twenty-Four Thousand Eight Hundred Fifty-Nine Dollars (\$524,859.00) during the term of this Agreement without the City's prior written approval.

2. TERM.

The period of Service shall commence on December 15, 2001 and shall terminate on April 15, 2002, 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 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".
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the 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.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Vehicle liability insurance with limits no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. It shall contain endorsements for collision with not more than ten thousand dollar (\$10,000) deductible and for comprehensive coverage not more than a five thousand dollar (\$5,000) deductible. A separate umbrella insurance coverage, following in form, shall provide liability coverage up to five million dollars (\$5,000,000).
- C. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- D. The City shall be named as an additional insured on the insurance policy, as 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. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- E. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suite 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.

- 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

**Park City Municipal Corporation
Provider/Professional Services Agreement - (LBS)**

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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. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The 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. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- 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.

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. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for three (3) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. 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.

18. 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.

19. 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.

20. 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 that action or proceeding.

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with 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.

22. SEVERABILITY.

- 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.

23. 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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION

By: Jerry W. Gibbs
Title: Public Works Director

**Park City Municipal Corporation
Provider/Professional Services Agreement - (LBS)**

10

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

LEWIS BROS. STAGES

Address: 549 West 500 South
Salt Lake City, Utah 84101

Tax ID#: _____

Steve Lewis, President

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2001, 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 Lewis Bros. Stages by Authority of its Bylaws/Resolution of the Board of Directors, and said _____ acknowledged to me that said Limited Liability Corporation executed the same.

Notary Public

**Park City Municipal Corporation
Provider/Professional Services Agreement - (LBS)**

11

EXHIBIT A

REQUEST FOR PROPOSALS

PROVISION OF TRANSIT VEHICLES, DRIVERS AND

MAINTENANCE SERVICES

IN SUMMIT COUNTY, UTAH

Issued By:

Park City Municipal Corporation

August 10, 2001

Notice to Public Transit Providers

**Request for Proposals
Provision of Transit Vehicles, Drivers and Vehicle Maintenance Services.
SUMMIT COUNTY/PARK CITY, UTAH**

This notice was published in the Park Record on August 11, 2001, Salt Lake Tribune on August 12, 2001 and in Passenger Transport on August 13, 2001:

REQUEST FOR PROPOSALS

Park City Municipal Corporation is requesting proposals to supplement it's transit service operation in Summit County, Utah. Interested proposers are welcome to propose for providing leased transit coaches, including operators and vehicle maintenance. Six (6) thirty passenger heavy duty transit coaches equipped with ADA compliant passenger lifts or ramps are required from December 15, 2001 through April 15, 2002. The deadline for submittal of proposals is 5:00 p.m. MDT on September 4, 2001.

Request for Proposal packages can be secured by contacting Mr. Kent Cashel, Transportation Director Park City Municipal Corporation, 1053 Iron Horse Drive, Park City, Utah 84060-1480, ph. (435) 615-5360, fax (435) 615-4904, e-mail Cashel@parkcity2002.com.

This contracted is funded in part by the Federal Transit Administration and, as such, proposers and contractors are required to comply with requisite laws and regulations. Park City Municipal Corporation reserves the right to reject any or all proposals and to withdraw this solicitation at any time.

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- VI. Vehicle Provision and Lease
- VII. Scope of Work
- VIII. Federal Regulations
- IX. Forms

I. GENERAL INFORMATION

1. History

Summit County and Park City Municipal Corporation (City) have entered into an agreement for the operation of a transit system to start-up no later than December 15, 2001. It is anticipated that the successful proposer shall enter into contract with Park City Municipal Corporation, to provide transit coaches, drivers and vehicle maintenance for the leased coaches necessary to operate transit services along the corridor of Highway 224 in Summit County. The service will extend from the commercial area known as Kimball Junction, to the Canyons Ski Resort, into the municipal limits of Park City, Utah.

Proposers are invited to submit proposals for the provision and operation of vehicles, including drivers and vehicle maintenance.

2. Management Description

Park City Transit will provide management of the integrated City/County transit service. Vehicles and drivers provided for in this RFP shall primarily serve passengers who wish to travel between commercial properties within Kimball Junction, the Canyons Ski Resort, and destinations within Park City. The service will operate free of charge to passengers. However, the successful Proposer will be required to handle cash according to approved procedures from donations collected in fare boxes aboard the vehicles. The successful Proposer also must have a local transit facility suitable for maintenance and storage of the buses.

3. Provision of Service Vehicles

The successful Proposer will provide a minimum of six (6) vehicles, which are capable of seating at least 30 passengers each. Services shall be provided by a fleet of transit buses which are equipped with ADA compliant passenger lifts or ramps.

4. Administration

Driver and maintenance employee management and reporting will be the responsibility of the Service Provider.

5. Funding

Park City Municipal Corporation will be reimbursed by Summit County and the Federal Transit Administration for the cost of the services provided for in the RFP.

6. Location and Demographics

Summit County is located 20 miles east of Salt Lake City, Utah, and is positioned near the Utah boundary with the State of Wyoming. Summit County is known for its mountain peaks, high mountain valleys, ski resorts, and summer recreational activities. A majority of the County's tourists and 25,000 citizens are located in the Park City and Snyderville Basin area, which will be the location of the transit service corridor.

Tourists from around the world come to ski at three world class ski resorts in Summit County: The Canyons, Deer Valley, and The Park City Mountain Resort.

7. Existing Transit Services and Transit Facilities

Currently, the Park City Municipal Corporation in Summit County operates a transit system (Park City Transit) within the Park City Municipal Corporation limits. The headquarters for the operation is located at 1053 Iron Horse Drive. The City has 14 large transit coaches, several ADA transit service vehicles, and one trolley. The City recently built a new passenger facility in Old Town. The new transit center will serve as the hub for the system.

II. SELECTION PROCESS AND SCHEDULE

1. Tentative Schedule

The tentative schedule of significant events related to this project is shown below. The City reserves the right to modify this schedule. Specific dates and times of day shown below are also subject to change.

<u>Event</u>	<u>Date</u>
Advertisements	August 11-13, 2001
Release of RFP	August 13, 2001
Deadline to Request Pre-Proposal Meeting	August 20, 2001
Pre-Proposal Meeting (<i>To be held only if requests are received</i>)	August 23, 2001
Deadline for Questions	August 27, 2001
Responses to Questions	September 3, 2001
Proposals Due	September 4, 2001
Interview Date	September 7, 2001
Estimated Date of Contract Award	October 1, 2001

2. Communications Related to this RFP

Any communication related to this RFP between prospective Proposers and the City shall be in writing. E-mailed questions and fax transmittals will be accepted for questions related to the RFP. To allow sufficient time to respond to such communications regarding this RFP, questions must be submitted to the City no later than August 27, 2001 at 5 p.m. Responses to any communication will be made available to all known prospective Proposers. Address communications to:

Mr. Kent Cashel
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
e-mail Cashel@parkcity2002.com
Fax: (435)-615-4904

Any communications outside of the proscribed method stated above may disqualify the Proposer from consideration.

3. Pre-Proposal Meeting

If a written request is received by August 20, 2001, the City will hold a pre-proposal conference on August 23, 2001 to answer questions related to the request for proposal. Minutes from the pre-proposal conference will be distributed to all known prospective Proposers. In the event no requests are received, the pre-proposal conference will not be held, and responses to questions will be made in writing and distributed to all prospective Proposers.

4. Proposal Submittal Deadline

Proposals must be received on or before **5 p.m. MDT, September 4, 2001**. Proposals should be addressed to:

Mr. Kent Cashel
Park City Municipal Corporation
P.O. Box 1480
1053 Iron Horse Drive
Park City, UT 84060

E-MAILED, FAXED, or LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals submitted after the deadline will be returned unopened and will not be considered.

Proposals must be submitted in sealed envelopes labeled "Summit County/Park City Transit Proposal."

Proposers must submit three (3) copies of the proposal.

After the time and date of receipt of proposals, a non-public opening of the proposals will occur and each proposal will be evaluated as described below. After evaluation of the proposals to ascertain competency and completeness, Proposers deemed unresponsive will be notified by mail

that they will not be further evaluated. Until award of the contract, the proposals will be held in confidence and shall not be available for public review. Upon award of the contract, all proposals shall become public except for financial statements, if submitted under separate cover with a request for confidentiality.

5. Evaluation of Proposals

A Selection Committee will evaluate responses. Members of this team shall participate in any interviews, which may be conducted with selected Proposers. The City will base the evaluation of proposals on technical and cost criteria, and may choose to interview the top three Proposers.

Evaluation Criteria

Proposal Quality, including responsiveness and comprehensiveness.

10 POINTS

Experience with projects of comparable size and scope; as well as a thorough understanding of the requested services; Company background, philosophy, and commitment to providing quality transit services and /or vehicles; and the financial stability of the proposing firm.

30 POINTS

Technical capability, ability to provide transit vehicles, conduct day to day operations and comply with the vehicle maintenance specification.

40 POINTS

Cost Proposal

Ability to provide services at a competitive price. The lowest Proposer will automatically be awarded 20 Points. Point Awards shall be determined by a ratio scale from the lowest Proposer

20 POINTS

The City reserves the right to award the contract to a Proposer other than that of the lowest price proposal in order to address all of the above criteria and to ensure quality service.

6. Interview and Clarifications

Prospective Proposers should be prepared to attend an interview on September 7, 2001. The City may choose, at its sole discretion, to not interview any Proposers or to award a contract without conducting formal interviews.

The City reserves the right to request clarifications, in writing, to any element of a proposal package. Such clarifications shall be requested, in writing, and shall specify the information requested and the response date required.

7. Selection

It is the intent of the City that a firm, fixed-price contract award will be made in writing to the most responsive and responsible Proposer according to criteria set forth in the RFP. Following ranking of the proposals based upon the criteria established herein, the City shall enter into negotiations with the top ranked firm in order to reach final agreement on specific terms of a contract. Should negotiations with the top ranked firm not be successful, as determined by the City, staff shall enter into negotiations with the next highest ranked firm, and so on, until a final agreement is made. Such agreement will be acted upon and executed by action of the Park City Municipal Corporation.

8. Cancellation or Delay of Contract Award

The City reserves the right to withdraw this RFP at any time without prior notice. The City also makes no representation that any agreement will be awarded to any Proposer(s) responding to this RFP. The City expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal. The City reserves the right to hold all bids and to not award a contract for up to 60 days (by close of business November 15, 2001) following receipt of all proposals.

9. Length of Contract

The contract shall be for the four month period from December 15, 2001 to April 15, 2002. Upon completion of the initial term, the City, at its sole discretion, may extend the term of this agreement for an additional eight months providing both parties shall mutually agree upon the terms and conditions of the extension. The City's contract payment terms will be 30 days from the receipt of approved invoices from the successful Proposer. If the contracted amount of base level service hours changes more than 15% (increase or decrease), either party may request in writing a renegotiation process within 30 calendar days of the change.

III. INSTRUCTIONS FOR PROPOSAL SUBMITTAL

1. Adherence to Proposal Form

All proposals are to be prepared in strict conformity with these instructions. Unacceptable conditions, failure to respond to specific instructions, or failure to provide requested information may result in the rejection of the proposal.

2. Required Submittal Information

Proposals must be received at the City office listed below no later than 5:00 p.m. MDT on September 4, 2001. Please submit three (3) copies of the proposal in sealed envelope(s) to:

Kent Cashel
Park City Municipal Corporation
P.O. Box 1480
1053 Iron Horse Drive
Park City, UT 84060

Each envelope must be marked with the notation: "Summit County/Park City Transit Proposal"

The Following Information Must be Included with Each Proposal:

Technical Proposal

(A) **Organizational Information**

- The agency or firm's size and organizational structure
- Experience and history of operating transit
- Its legal status (i.e. partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers, and management philosophy.
- Detailed information on how you intend to manage the transit staff and maintenance system.

(B) **References**

- List of at least two (2) references, preferably from similar operations (size and/or type). Include the name of each agency, an appropriate contact person, and their telephone number.

(C) Description of Personnel

- Describe all personnel who will participate in the performance of this contract, such as years of experience, skill and availability.

(D) Vehicle Specification:

- Complete detailed specification for Vehicles to be provided
- Ability to deliver vehicles according to the proposal schedule and provide replacement vehicles when necessary.
- Warranty Information

(E) Cost Proposal

Submit a detailed and complete Cost Proposal, which corresponds to the technical proposal.

Job Classification and Wage Scale

Submit a detailed breakdown of staffing, including job classifications and wage scales. The City believes passengers of the transit service will be best served with experienced drivers and maintenance personnel. The City, therefore, requires the successful proposer to hire employees at no less than current prevailing wages and benefits with Utah Commercial drivers licenses who have undergone necessary safety and driver training. No potential employee shall be refused employment for other than a failure to meet basic statutory requirements for the position, failure to successfully pass a physical examination and a drug and alcohol screen, or failure to meet established and justifiable selection criteria of the successful Proposer.

(F) Employee Benefit Package

Appropriate industry standard benefits shall be provided to employees associated with the City. Submit the specific benefit package that will be provided to employees. Include any incentive or motivational programs to be provided such as safe driver mile, end of season bonus packages, or ski passes. Clearly indicate the employee's share of any costs connected to the benefit package, whether for the employee or for dependents.

(G) Statement of Understanding

Submit a detailed description how the system shall be operated.

(H) Driver Training

Submit a description of the hiring and training programs for drivers and other employees. Include any on-going training programs provided to employees. Indicate the level and number of hours involved in these programs. All drivers utilized in this agreement will be required to successfully complete the 80 hour Park City Transit driver training program.

(I) Safety and Risk Management

Submit a description of the formal safety programs the firm intends to implement which will encourage safety in the operations of the transit system.

(J) Insurance Coverage

Provide a statement indicating insurance coverage. Submit proof that the required insurance coverage can be obtained by the firm.

(K) Performance Bond

A performance bond may be required after a contract is awarded. The decision to require a performance bond is at the discretion of the City. The history of the organization and its stability will assist in the determination. Proposal must contain proof that the Proposer is bondable for 50% of the first year's contract cost.

(L) Acknowledgment of applicable RFP Addenda

Any changes to this RFP including the Draft Agreement and Scope of Work, will be made by addendum. All addenda shall be signed and attached to the respective Proposals. Failure to attach any applicable addenda shall cause the proposal to be considered non-responsive. Such proposals may be rejected and will be returned with unopened cost proposals.

(M) Vehicle Maintenance/Cleaning

Submit a description of preventive maintenance and vehicle cleaning for the proposed vehicles. Indicate proposed daily staffing required to service and clean the vehicles. Also give a detailed description of the computerized maintenance program (if any) proposed for the life of this contract.

3. Single Service Provider and SubProposers

The City will consider a teamed approach of vehicle provision, maintenance, cleaning and vehicle operation for the transit service. If the proposal consists of a prime Service Provider and one or more subcontractors, the Proposer shall identify the sub-proposers and their areas of responsibility. The City will enter into an agreement only with the prime Service Provider who shall be responsible for all services required by the agreement.

4. Submittal Package

The following information must be provided, at a minimum, for a Proposer to be considered as a candidate for work described in this RFP. Attach additional sheets as necessary, clearly marked for easy reference by the evaluation committee.

Checklist

Proposers should use the following checklist to ensure completeness of the submittal package.

- **All Submittals**

- ☐ Cover letter, which includes a point of contact for the organization
- ☐ Three (3) copies of the Technical Proposal containing
- ☐ Detailed organizational information (chart, size of company, history, location)
- ☐ References (at least two), preferably from similar-sized operations
- ☐ Acknowledgment of RFP Addenda (Section IX)
- ☐ Statement of Understanding describing Proposers understanding of scope of work
- ☐ Safety and Risk Management program
- ☐ Insurance coverage
- ☐ Proof of ability to obtain a Performance Bond
- ☐ Maintenance/Vehicle Cleaning Program
- ☐ Certification Regarding Lobbying
- ☐ Proposed Monthly Report format
- ☐ Vehicle Specifications (Section IX)
- ☐ Cost Summary Sheet (Section IX)

IV. CONDITIONS FOR PROPOSAL SUBMITTAL

1. Proposing Firm's Representations

In submitting its proposal, the proposing firm makes the following representations to the City:

- (A) The firm is familiar with all requirements of the general conditions, specifications and instructions.
- (B) The firm is familiar with all matters affecting the performance of the work, including all general and special laws, ordinances and regulations that may affect work, its performance or those persons employed therein.
- (C) The firm is fully qualified and skilled in the field of providing public transit services or transit service vehicles and is fully willing and able to satisfy the requirements of the contract.
- (D) The firm has the financial capability of undertaking a project of this nature and has no pending legal or financial obligations which may prevent the Service Provider from completing the scope of work, as outlined in this RFP, through the term of the proposed agreement. *Any firm, or its parent, which in the past five (5) years has sought creditor protection or filed under the bankruptcy laws must identify that fact and explain the circumstances surrounding such an action.*

2. Pre-contractual Expenses

In any event, the City shall not be liable for any pre-contractual expenses incurred by any Proposer or selected Proposer. Proposers shall not include any such expenses as part of their response to this RFP. The City shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP.

Pre-contractual expenses are defined as expenses incurred by Proposers and selected Service Providers in:

- (A) Preparing a proposal in response to this RFP.
- (B) Submitting a proposal to the City.
- (C) Negotiations with the City on any matter related to proposal.
- (D) Other expenses (including travel) incurred by Service Provider or Proposer prior to the date of award of an agreement.

3. Verbal Agreement or Conversation

No prior, current or post award verbal agreement(s) with any officer, agent or employee of the City shall affect or modify any terms or obligations of this RFP or any contract resulting from this process.

4. Alternative Proposals and Exceptions

The City expressly reserves the right in its sole discretion to consider alternative proposals and to award a contract based thereon, which would be determined to be in the City's best interest. If an alternative proposal is submitted, it must be submitted under cover marked as "Alternative Proposal". No such proposal shall be considered unless it satisfies basic minimum qualifications specified in this RFP.

5. Non-Exclusivity of Contract

It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for transit service into which the City may enter. The Service Provider has no exclusive rights granted per this contract.

6. Non-Collusion Affidavit

By submitting a proposal to this RFP, the Proposer represents and warrants that such a proposal is genuine and non-collusive. The Service Provider represents that he has not indirectly induced or solicited any other contractor to put in a false bid, or any other person, firm or corporation to refrain from presenting a proposal, and that the successful Proposer has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract awards found null and void.

7. Lobbying of City Officials or Board Members

Any party attempting to influence the proposal submittal and/or the review process relating to the RFP through direct contact with a City or County staff or Transit Board Members may have their proposal rejected.

8. Clarifications

Clarifications to the RFP will be issued in writing only and will be issued to all prospective Proposers who have requested the RFP in accordance with the process stipulated herein.

9. Subletting of contract

The contract derived from this RFP shall not be sublet except with the written consent of the City. No such consent shall be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any sub-proposer. No subcontract shall, under any circumstances, relieve the contractor of his liability and obligation under this contract.

10. Assignment/transfer of interests:

There shall be no assignment/transfer of interests or delegation of the Service Provider's rights, duties, or responsibilities of the Service Provider under the contract derived from this RFP without the prior written approval of the City.

11. Licenses, permits, and taxes

The successful proposer shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Service Provider. The provider is liable for any and all taxes due as a result of the contract.

12. Other Regulatory Requirements

The Service Provider shall comply with attached Federal Regulations (Exhibit A) and all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of transit services.

13. Responsible Firms

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

14. Severability

In the event any provision of the contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

15. Publication, Reproduction, and Use of Material

No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any country.

16. Independent Price Determination

The Proposer certifies that he has not colluded, conspired, connived, or agreed, directly, or indirectly with any Proposer, person, or entity to refrain from proposing. Furthermore, the Proposer certifies that he has not directly or indirectly sought by agreement, collusion, communication, or conference, with any person or entity to fix the proposal amount herein or that of any other Proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other Proposer, or to secure advantage against the City or any person interested in the proposed contract.

17. Covenant Against Contingent Fees

By submitting a proposal to this RFP, the Proposer certifies that he has not employed any company or person, other than a full-time or part-time bona fide employee working solely for the Proposer to solicit or secure this contract and has not paid or agreed to pay any company or person, other than a full-time or part-time bona fide employee working solely for the Proposer any fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to the above, as requested by the City.

18. Protest Procedures

Any interested party who objects to this RFP, or to the award of a contract by the City, pursuant

to competitive proposal procedures, shall lodge a WRITTEN protest with the City at the address detailed in this RFP prior to contract award by the City. The protest shall clearly state the grounds for the protest and the type of relief sought. The City will respond to the protest according to their designated procedures.

19. Drug Testing and Reporting

Transit employees provided by the Service Provider must be subject to Park City Municipal Corporation's Substance Abuse Policy. Copies of this policy are available on request. This policy requires that all employees with safety-sensitive positions (eg., drivers and mechanics) must comply with its drug and alcohol testing procedures. Administration of this policy and costs associated with it will be paid by the City.

20. Charter Bus Operations

The Service Provider shall comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions in 49 CFR 604.9. Any charter service provided under one of the exceptions must be incidental, i.e., it must not interfere with or detract from the provision of mass transportation.

21. School Bus Requirements

Pursuant to 69 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

22. Termination

Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Service Provider when it is in their best interest. 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 its termination claim to the City to be paid to the Service Provider. 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 the manner the City directs.

Termination for Default, Breach or Cause. If the Service Provider does not provide services according to schedule; if the Service Provider fails to perform in the manner called for in the contract; or if the Service Provider fails to comply with any other provisions of the contract, the City may terminate this contract for default. Serving notice, which shall set forth the manner in

which the Service Provider is in default, shall effect termination. The Service Provider will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined that the Service Provider had a reason for non-performance due to fire, flood, or because of events which are not the fault of or are beyond the control of the Service Provider, the City may allow the Service Provider to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure. The City in its sole discretion may, in the case of termination for breach or default, allow the Service Provider 30 days time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Service Provider fails to remedy the breach or default or any of the terms, covenants, or conditions within ten (10) days after receipt of written notice from the City (setting forth the nature of said breach or default), the City shall have the right to terminate the Contract without any further obligation to the Service Provider.

Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Service Provider and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that the City elects to waive its remedies for any breach by the Service Provider of any covenant, term or condition of the Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

23. Breaches and Dispute Resolution

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Service Provider mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the Service Provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Service Provider and the Service Provider shall abide by the decision.

Performance During Dispute. Unless otherwise directed by the City, Service Provider shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such

other party within a reasonable time after the first observance of such injury of damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Service Provider arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Service Provider shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

24. Transit Employee Protective Agreements

(1) The Service Provider agrees to comply with applicable transit employee protective requirements as follows:

a) **General Transit Employee Protective Requirements.** To the extent that FTA determines that transit operations are involved, the Service Provider agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in a letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Service Provider agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 USC 5310(a)(2), or for projects for Non-urbanized areas authorized by 49 USC 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

2) **Transit Employee Protective Requirements for Projects Authorized by 49 USC 5310(a)(2) for Elderly Individuals and Individuals with Disabilities.** If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 USC 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is

performed on the underlying contract, the Service Provider agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 USC 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Service Provider agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- 3) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC 5311, the Service Provider agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- 4) The Service Provider also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

V. DUTIES AND RESPONSIBILITIES

The following outlines the general duties and responsibilities of the City and Service Provider with respect to the performance of the City's transit services.

1. Planning and Administration

The City shall be responsible for all planning activities relative to routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications, and other such activities relative to overall system administration.

2. Marketing, Advertising, and Promotion

The City shall prepare, schedule and pay for all marketing, advertising, and promotional materials designed to inform patrons of the transit systems and to promote ridership.

3. Schedules and Service Brochures

The City shall prepare, print and provide to the Service Provider all schedules, service brochures, and like materials required by the City. Service Provider shall distribute and disseminate such materials in accordance with the provisions of this scope of work.

4. Vehicles, Equipment, and Supplies

Service Provider shall provide safety equipment; external ski racks vehicle licenses, registration and related equipment. The Service Provider will provide vehicles, spare vehicles and provide for the management of the vehicle maintenance section of this RFP.

5. Radio and Phone Communications Systems

The Service Provider shall provide a two-way radio communications equipment on the leased vehicles. All mobile radios installed in the buses and the maintenance of said communications system will be provided by the successful Proposer.

6. Notification of Service Changes

Should the City decide to implement a different design for the transit system, the City shall adopt an appropriately altered Scope of Work document, replacing the one in this RFP.

7. Training of Drivers and Operations Personnel

All drivers employed by the Service Provider must successfully complete the City's 80 hour training program before being placed into service. This training will be provided by the City. The Service Provider will be responsible for compensating the driver during the training period.

8. Supervision

Service Provider will be responsible for supervising their drivers and ensuring all service standards, routes and schedules are maintained according to City standards.

9. Driver Responsibilities

Drivers will, when requested by the City, hand out notices to passengers and render assistance in the City's monitoring functions. Drivers will record ridership counts according to procedures approved by the City. Drivers shall have available at all times during operation of their vehicle, an accurate time piece set each day in accordance with approved City procedures.

10. Uniforms

The City will provide uniforms. Drivers shall be in uniform at all times while in service or otherwise on duty. The design, type and logo of the uniforms will be determined by the City. Drivers shall be required to maintain a neat and clean appearance at all times.

11. Safety Program

Service Provider shall develop, implement, and maintain a formal organization-wide safety program. Service Provider shall comply with all applicable Utah Highway Patrol and OSHA requirements. Service Provider shall provide the City with an overview of its program.

12. Accident and Incident Reporting

Service Provider shall develop, implement and maintain formal procedures to respond to emergencies and routine problems, which from time to time occur in the course of providing transit service. Such occurrences to be addressed include, but are not limited to: in-service vehicle failures; lift failures; passenger disturbance; passenger injuries; and vehicle accidents.

Service Provider will notify the City of any accident involving a Service Provider vehicle within twenty-four (24) hours of its occurrence. In case of injury accidents, notification shall occur immediately. A complete written report on any accident will be delivered to the City's Transportation Director as soon as it is practical to do so.

13. Local Business License

The Service Provider will be required to obtain a local business license at the Service Providers expense.

Service Provider Maintenance Duties

Service Provider shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of its vehicles and equipment. The omission of a duty or responsibility described shall not relieve the Service Provider of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a public transportation transit vehicle.

A. Vehicle Maintenance

As mentioned above, the Service Provider will be responsible for providing an operations and maintenance facility. The Proposer shall include cost of providing an operations/maintenance facility in the "Bus Cost" section of the "Cost Summary Sheet".

The Service Provider shall maintain all components of each vehicle, to include its body, frame, furnishings, mechanical, electrical, hydraulic, or other operating systems in proper working condition free from damage and malfunction.

The Service Provider, in coordination with the City, shall require any bus damaged in an accident, or otherwise, or requiring major repairs to be replaced and repaired within five working days, or as directed by the City, in case of damage impairing the proper and safe mechanical operation of the vehicle.

The Service Provider must be able to immediately provide a replacement bus (similar to those leased) in the event a bus must be removed from service for repairs, maintenance or other reasons.

Employees of the Service Provider shall provide their own personal tools and toolboxes, as is traditional in this type of operation.

The City requires inspection and servicing of all vehicles at appropriate intervals or at the vehicle manufacturer's recommended specifications. A more extensive inspection and servicing shall be conducted by the Service Provider at 6,000-mile intervals or as specified by the vehicle manufacturer.

The Service Provider shall outline, in detail, and maintain under this contract, a preventative maintenance program for this project. The program must conform, at a minimum, to the standards and requirements as established by the Utah Highway Patrol and the Utah Department of Transportation. The City requires that the Service Provider maintain detailed inspection and repair records of each vehicle during the life of the service contract, and will make such records available to the City upon demand. Upon completion of the service

contract term, the Service Provider will submit all maintenance records to the City in an organized fashion.

B. Vehicle Cleaning

As mentioned above, the Service Provider will be responsible for providing an operations and maintenance facility. Thus, the Service Provider will provide for facilities to maintain their vehicles in a clean and neat condition at all times. Bus exteriors on all buses shall be washed after every service day, including bus body, windows, and wheels. The City's vehicle wash system located in the Public Works facility may be utilized for exterior cleaning. The interiors of all vehicles shall be washed daily, including windows, seats, floor, stanchions, and grab rails. All foreign matter such as gum, grease, dirt, and graffiti shall be removed from interior surfaces during the daily interior cleaning process. Ceilings and walls shall be cleaned at least once per month and as needed. The interior of all vehicles shall be swept, mopped and dusted daily and all trash and debris removed. Any damage to seat upholstery shall be repaired as soon as possible.

Reports, Records, and Surveys

A. Operating Reports

A monthly activity report summarizing ridership, and cost will be submitted to the City. The monthly report will include but may not be limited to the following: a summary sheet, ridership by service type, ridership by route, vehicle service hours by service type, vehicle service miles by service type, summary of accident reports and safety program activities, road calls, a summary of service complaints, and a summary of all purchases made with Transit City-qualified Disadvantaged Business Enterprise vendors. All monthly reports will be submitted to the City by the tenth day of the following month.

Please submit an example of a monthly report format as part of your proposal.

B. Financial Records

Service Provider shall prepare and maintain financial and accounting records in a complete, detailed, and accurate manner in accordance with generally accepted accounting principles pursuant to the requirements of any applicable State or Federal statute or regulating regarding accounting and financial reporting for publicly financed transit systems (Uniform System Of Accounting Records). Such records shall fairly and clearly disclose all the Service Providers costs incurred by virtue of its operation of the City's transit services, including but not limited to, pay and employee benefits, materials and supplies, contractual services, and all related operating costs. Such records shall be provided to the City upon request of the City for purposes of complying with State and Federal reporting requirements. Records of all purchases made with City qualified Disadvantaged Business Enterprises will also be maintained for the duration of the service contract.

C. Surveys

The City may design and the Service Provider will assist the City in conducting surveys during the term of this agreement. These surveys will determine matters such as the socioeconomic characteristics of the system users, their trip purposes, and frequency of use.

Insurance Requirements

Service Provider, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the contract, insurance coverage as follows:

- A. Vehicle liability insurance in the amount of one million dollars (\$1,000,000), combined single limits covering bodily injury and property damage liability. It shall contain endorsements for collision with not more than ten thousand dollar (\$10,000) deductible and for comprehensive coverage with not more than a five thousand dollar (\$5,000) deductible. A separate umbrella insurance policy, following in form, shall provide liability coverage up to five million dollars (\$5,000,000).
- B. Workers' Compensation insurance in minimum statutory amounts.
- C. The Service Provider shall secure and maintain commercial general liability insurance in the amount of at least \$1,000,000 combined single limit per occurrence for personal injury, property damage, and contractual liability for all phases of the Service Provider's operations. Policies, including those for worker's compensation as required above, shall be placed with insurers with a Best's rating of no less than B+, V. All policies, except for those covering worker's compensation, shall name the City, its agents, officers, and employees as additional insured. The policy shall contain a cross liability clause or endorsement.
- D. Service Provider shall be required to defend and indemnify the City from liability arising from the Service Provider's operation of the transit system.
- E. Certificates of such insurance shall be filed with the City. Such certificates shall be subject to the approval of the City and shall contain an endorsement stating that said insurance will not be canceled or altered by the insurer except after filing with the City sixty (60) days written notice of such cancellation or alteration.

VI. VEHICLE PROVISION (LEASE)

The request that is being made by the City is to lease six (6) low floor passenger vehicles between December 15, 2001 and April 15, 2002.

Service Provider shall meet the following minimum requirements in addition to the vehicle specifications, which are included in this document.

- Six (6) heavy duty low floor transit vehicles
- Each vehicle shall seat a minimum of 30 people and shall have ADA required wheel chair lift or ramp and tie- downs.
- Vehicles shall be not be more than seven years of age
- Vehicles shall have tires sufficient to travel on slick grades and snow-covered roads
- Vehicles shall have clean diesel engines.
- Each vehicle shall have dirt resistant groove flooring
- Vehicles shall be white in color.
- Provider shall allow the City to place vinyl decals with the City's transit system name on the sides of the vehicle, in the font and size of the City's choosing.
- Each vehicle shall have positioned on the exterior of the vehicle a rack to hold skis and snow boards. These ski racks will be located for the Service Provider's convenience with City's approval of location.
- Vehicles should have programable digital destination signs or Provider must include a plan for how destination signs can be placed on the vehicles. Destination signs must be located on front of vehicle (above windshield) and to the rear of front passenger loading door. Provision for lighting must be included in plan. Plan must allow changing signage for a minimum of three routes.

The City will consider transit coaches that are not low floor vehicles which meet all other specifications.

The City will consider vehicles that are not white in color providing all six vehicles have the same color scheme.

VII. SCOPE OF WORK

Service Days and Hours

The Service will operate all holidays, weekdays and weekend days between 8 a.m. and 6 p. m. or 11 p.m. depending on the route.

- For the purposes of this RFP, a Revenue Vehicle Service Hour is defined as the time that a bus enters revenue service until such time that it leaves revenue service -- it does not include deadhead time. The final service profile has not yet been decided. The City estimates 5,000 revenue service hours and 200,000 revenue service miles during the term of the contract.
- City will provide routes and time points for service. Provider will be responsible for maintaining all scheduled service.

VIII. Federal Regulations

1. Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver.

2. Not Used

3. Not Used

4. Energy Conservation Requirements

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

5. Clean Water Act Requirements

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.

1251 et seq. The Contractor agrees to report each violation to Park City Municipal Corporation and understands that Park City Municipal Corporation will, in turn, report each violation as required to assure notification of the FTA and the appropriate EPA Regional Office.

The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

6. Not Used

7. Not Used

8. Lobbying:

All proposer's must comply with all requirements set forth in 31 U.S.C. 1352(b) (5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and 49 CFR 20.

9. Access to Records & Reports

The Contractor agrees to provide Park City Municipal Corporation, the FTA administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents papers, and records of the Contractor which are directly pertinent to this procurement for the purposes of making audits, examinations, excerpts and transcriptions.

The contractor agrees to permit any of the foregoing parties to reproduce records and reports by any means whatsoever or to copy excerpts or transcriptions as reasonably needed.

The contractor agrees to maintain all books, records, accounts and reports required under this procurement for a period of not less than three years after the date of termination and expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case the contractor agrees to maintain same until the Purchaser, the FTA Administrator, The Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

10. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those directly or by reference in the Master Agreement FTA MA (6) dated October 1, 1999, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to so comply shall constitute a material breach of the contract.

11. Clean Air Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The contractor agrees to report each violation to Park City Corporation and understands and agrees that Park City Municipal Corporation will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

12. Recycled Products

The contractor agrees to comply with all requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

13. Labor Provisions

(a) Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages:

In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages and liquidated damages as provided in the clause set forth in paragraph (a& b) of this section.

(c) Withholding for unpaid wages and liquidated damages:

Park City Municipal Corporation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts

The contractor or subcontractor shall insert into any subcontracts the clauses set forth in this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(e) Payroll & Basic Records

The contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Park City Municipal Corporation, the U.S. Department of Transportation, or the U.S. Department of Labor. Contractor will also permit authorized representatives of Park City Municipal Corporation, the U.S. Department of Transportation or the U.S. Department of Labor to interview employees during working hours on the job.

14. No Obligation By the Federal Government

Park City Municipal Corporation and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to Park City Municipal Corporation, the

contractor, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Program Fraud & False or Fraudulent Statements Act

The contractor acknowledges that the provision of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. DOT regulations "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this procurement. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal financial assistance originally awarded by FTA under the authority of U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal financial assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. Government Wide Debarment & Suspension (Non-Procurement)

The Contractor agrees to comply with all requirements set forth in 49 CFR Part 29 and Executive Order 12549.

1. By signing and submitting this bid or proposal, the prospective contractor or subcontractor is providing the signed certification set out below .

2. The certification in Exhibit 1-C of this RFP is a material representation of fact upon which reliance will be placed when this transaction is entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Park City Municipal Corporation may pursue available remedies, including suspension and/or debarment.

3. The prospective contractor or subcontractor shall provide immediate written notice to Park City Municipal Corporation if at any time the prospective contractor or subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal,"

"proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Park City Municipal Corporation for assistance in obtaining a copy of those regulations.

5. The prospective contractor or subcontractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Park City Municipal Corporation.

6. The prospective contractor or subcontractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Park City Municipal Corporation may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective contractor or subcontractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. §§ 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective contractor or subcontractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17. Privacy

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, & 5 U.S.C. §§ 552a.

Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. Civil Rights Requirements

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §§ 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132, and Federal transit law at 49 U.S.C. §§ 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §§ 2000e, and Federal transit laws at 49 U.S.C. §§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §§ 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited

to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. §§ 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §§ 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

19. Not Used

20. **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Park City Municipal Corporation requests which would cause Park City Municipal Corporation to be in violation of the FTA terms and conditions.

IX. Forms

The followings forms must be completed and included in proposals:

- 1) Cost Summary Sheet
- 2) Vehicle Specification Sheet

Cost Summary Sheet

Buses (all vehicle costs must include capital, operating and maintenance)

- A) Total Bus Cost (for 6 Vehicles) \$ _____
- B) Per Bus Cost (Based on 6 buses, total of 5,000 service hours December 15th - April 15th) \$ _____
- C) Cost to add additional Bus (Based on total of 1,000 service hours December 15th - April 15th) \$ _____
- D) Cost per additional service hour (in excess of 5,000 hours) \$ _____

Personnel

- E) Total Personnel Cost (Based on 6 buses, total of 5,000 service hours December 15th - April 15th) \$ _____
- F) Personnel Cost (Cost to add additional service hour) \$ _____

Personnel Detail

Classification	Monthly Pay	Benefits Per Hour	Total Monthly Cost
Supervision			
Drivers			
Mechanics			
Cleaners			
Dispatch			

Total Operations Cost (Add lines A & E From Above) \$ _____

Vehicle Specifications

The specifications for the transit coaches to be provided under this RFP are as follows:

1. Coach Manufacturer, Model Number and Year _____
2. General Dimensions:
 - A. Length (Overall including bumpers) _____ Ft. _____ In.
 - B. Width (Overall body) _____ In.
 - C. Height: _____ In.
 - D. Height, Floor to Ceiling _____ In.
3. Wheel Base _____ In.
4. Engine:
 - A. Manufacturer _____
 - B. Model Number _____
 - C. Horse Power _____
5. Transmission:
 - A. Manufacturer _____
 - C. Model Number _____
6. Type of ADA Ramp _____
7. Minimum Aisle Width _____ In.
8. Front Door Clearance (width) _____ In. (height) _____ In.
9. Rear Door Clearance (width) _____ In. (height) _____ In.

10. Tires:
- A. Type _____
- B. Size _____
11. Destination Sign System
- A. Manufacturer _____
- B. Model _____
12. Fuel Tank Capacity _____ Gals.
13. Passenger Seating:
- A. Total Number of Seats _____
- B. Number of Wheelchair Locations _____
14. Heating System _____ B.T.U. _____ C.F.M.

EXHIBIT B

Vehicle Specifications

The specifications for the transit coaches to be provided under this RFP are as follows:

1. Coach Manufacturer, Model Number and Year Thomas, SLF 230, 2000
2. General Dimensions:
 - A. Length (Overall including bumper) 30 Ft. 10 In.
 - B. Width (overall body) 90 In.
 - C. Height: 120 In.
 - D. Height, Floor to Ceiling 107 In.
3. Wheel Base 173 In.
4. Engine:
 - A. Manufacturer Cummins
 - B. Model Number ISB Turbo Charged Diesel
 - C. Horse Power 185
5. Transmission:
 - A. Manufacturer Allison Automatic
 - B. Model Number AT545
6. Type of ADA Ramp Ricon 30" entry door ramp
7. Minimum Aisle Width 36"
8. Front Door Clearance (width) 42 In. (height) 77 In.
9. Rear Door Clearance (width) 42 In. (height) 77 In.
10. Tires:
 - A. Type Michelin

- B. Size 245/70R 19.5
11. Destination Sign System
- A. Manufacturer Vultron
- B. Model Veld 2000 FD LED/Flip DOT
12. Fuel Tank Capacity 58 Gals.
13. Passenger Seating:
- A. Total Number of Seats 44
- B. Number of Wheelchair locations 2
14. Heating System:
- A. 95,000 BTU Cooling Mode
- B. 89,500 BTU Heating Mode
- C. 60,000 BTU Front Heat / Defrost

Exhibit C

Scope of Work

Provide four (4) transit vehicles utilized for 7,000 revenue service hours and 122,040 revenue service miles.

Fees for Services

Total Bus Cost:	\$279,219.00
Per Bus Cost:	\$69,805.00
Cost to Add 1 Bus (utilized for 1,000 service hours):	\$93,841.00
Cost per additional service hour (in excess of 7,000 hours):	\$13.00
Total Personnel Cost:	\$245,640.00
Personnel cost per additional service hour (in excess of 7,000 hours):	\$22.00

EXHIBIT B: Cost Worksheet

Service	Annual Vehicle-Hours of Service	Annual Cost
Winter Public Service (Through Contractor)	7,000	\$ 524,900
Non-Winter Service	2,550	\$ 123,000
ADA Service	240	\$ 9,300
Marketing Costs	--	\$ 10,000
Management Fees	--	\$ 0
Bus Washing	--	\$ 3,280
Employee Drug Testing	--	\$ 1,440
Total	9,790	\$ 671,920

<u>Incremental Cost per Additional Vehicle-Hr of Service</u>		
Winter Public Service (Through Contractor)	\$35	
Non-Winter Service	\$51	

EXHIBIT C: Monthly Payment Schedule
Fiscal Year 2001-02

Service	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	TOTALS
Winter Public Service (Through Contractor)	\$52,490	\$104,980	\$104,980	\$104,980	\$104,980	\$52,490	\$0	\$0	\$0	\$0	\$0	\$0	\$524,900
Non-Winter Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,500	\$41,000	\$41,000	\$20,500	\$0	\$123,000
ADA Service	\$581	\$1,163	\$1,163	\$1,163	\$1,163	\$581	\$0	\$581	\$1,163	\$1,163	\$581	\$0	\$9,300
Marketing, Bus Wash & Drug Testing Costs	\$4,416	\$1,472	\$1,472	\$1,472	\$1,472	\$0	\$0	\$1,472	\$1,472	\$1,472	\$0	\$0	\$14,720
Monthly Payment	\$57,487	\$107,614	\$107,614	\$107,615	\$107,614	\$53,071	\$0	\$22,553	\$43,634	\$43,634	\$21,081	\$0	\$671,920
Source: LSC													Summit Co Regl Transit wb3

TABLE A: Summit County Transit, Comparison of Contracting Costs

	Lewis Brothers Stages	McDonald Transit Associates
Service Level 1 – Winter Kimball Junction Service, 4 Buses Operating 7,000 VSH & 122,040 VSM		
Total Bus Cost	\$279,219	\$283,442
Per Bus Cost	\$69,805	\$70,861
Cost to Add 1 Bus	\$93,841	\$70,861
Cost to Add 1 VSH	\$13.00	\$16.29
Total Personnel Cost	\$245,640	\$277,560
Cost to Add 1 VSH	\$22.00	\$39.63
Total Costs	\$524,859	\$561,002
Service Level 2 – Winter Kimball Junction Service, 3 Buses Operating 4,050 VSH & 81,000 VSM		
Total Bus Cost	\$214,841	\$245,259
Per Bus Cost	\$71,547	\$81,753
Cost to Add 1 Bus	\$93,841	\$81,753
Cost to Add 1 VSH	\$15.00	\$19.38
Total Personnel Cost	\$180,364	\$200,847
Cost to Add 1 VSH	\$24.00	\$49.59
Total Costs	\$395,005	\$446,106
Service Level 3 – One Vehicle, November 15 through December 14 Service		
Total Bus Cost	\$6,590	\$9,350
Total Personnel Cost	\$0	\$20,682
Total Costs	\$6,590	\$30,032
Option 1 – Supplemental Olympic service, five buses operating 925 VSH & 16,000 VSM		
Total Bus Cost	\$34,254	\$78,937
Per Bus Cost	\$6,851	\$15,787
Cost to Add 1 Bus	\$17,593	\$15,787
Cost to Add 1 VSH	\$13.00	\$20.21
Total Personnel Cost	\$47,425	\$38,259
Cost to Add 1 VSH	\$26.00	\$44.00
Total Costs	\$81,679	\$117,196
Option 2 – Non-Winter Kimball Junction Service, One Bus Operating 2,410 VSH & 43,170 VSM		
Total Bus Cost	\$111,737	\$134,133
Per Bus Cost	\$111,737	\$134,133
Cost to Add 1 Bus	\$32,979	\$75,278
Cost to Add 1 VSH	\$16.00	\$15.88
Total Personnel Cost	\$58,706	\$175,562
Cost to Add 1 VSH	\$21.00	\$40.23
Total Costs	\$170,443	\$309,685
Source: Park City Transit Proposal Summary, September 24, 2001.		

