

PARK CITY TRANSIT
Request for Proposals – May 5, 2014
Park City/Summit County/Wasatch County Transit Expansion
Analysis

I. Introduction

Park City Municipal Corporation (PCMC) is requesting proposals from firms that are qualified to provide transit planning services for its bus system. The project will be an analysis of service expansion into eastern Summit County and Wasatch County based on the preliminary evaluation in the Short Range Transit Plan (SRTDP) that was completed in 2011.

The complete RFP will be available on **Monday, May 5, 2014**. Proposals shall be accepted by Park City Municipal Corporation at the address listed below until **Friday, May 23, 2014 at 3:00 PM** Mountain time, after which they will be evaluated. Late submittals will not be accepted or considered. Interviews may be requested from firms qualifying as finalists.

To request and send proposals, please contact:

Park City Municipal Corporation
Attn: Brooks T. Robinson
1053 Iron Horse Drive
Park City, Utah 84060-1480
ph. 435-615-5309
fax 435-615-4904
brooks@parkcity.org

Park City is a resort community and was a venue location for numerous events during the 2002 Winter Olympics and also hosts many special events including the Sundance Film Festival, Kimball Art Festival, World Cup Ski competitions and National Bicycle events. It is located approximately 30 miles from the Salt Lake City International Airport.

Park City Transit is a free bus system that has operated for thirty years. During the last few years it has expanded service from operating only within the Park City limits, to include several routes serving adjacent areas in Western Summit County including Canyons Resort, Kimball Junction lodging and retail facilities and Snyderville Basin residential areas.

Park City Transit operates a fleet of 29 35-foot transit buses on its fixed-routes, the Main Street Trolley, and seven cutaway buses that are used for on-demand service for senior citizens and those who qualify under the eligibility requirements of the American with Disabilities Act. All vehicles are wheel-chair lift equipped. The service operates 365 days a year. Approximately 70% of the annual passengers ride during the four-month

winter ski season.

II. Scope of Project

- The 2011 SRTDP encompasses Western Summit County including Park City and the Snyderville Basin. It also evaluates nearby areas (towns in North and South Summit County including Kamas and Coalville, western Wasatch County including Heber City, and Salt Lake City) to the extent of evaluating inter-city transit issues.
- This proposed study will focus on expansion of service to eastern Summit County (Kamas and Oakley) and western Wasatch County, including Heber City.
- Initial “kick off” meeting (6 hours) facilitated by consultant and held at client’s location between the Consultant Team and Park City/Summit County’s staff and other’s at client’s discretion. This meeting’s objectives will be to determine data needs, identify further issues for study, finalize work program, brainstorm develop\explore service alternatives.
- No original data collection will be necessary. The existing SRTDP relied on existing data (i.e., 1990, 2000, and 2010 Census data, passenger data, and info from local planning offices, social service agencies and state agencies) and recent studies. The Wasatch planning and analysis study will incorporate recent data and analysis.

Phase 1: Evaluate Recent Studies

- Passenger growth trends by type (Commuter, visitor, special events, seasonal, etc).
- System performance during peak demand times.
- Current infrastructure including roads, transit amenities and facilities.
- Inventory of current private transportation providers and services in Park City/Summit County/Wasatch County area.

Product: A thorough and up-to-date summary and description of public and private transit services in Park City/Summit County/Wasatch County, service area and clients served, and summary of recent transportation/transit plans and studies.

Phase 2: Transit Demand Analysis

- Apply demand estimation techniques to both the general population and particular market segments including elderly and disabled (ADA), visitors, employment and planned developments.
- Compare demand estimates to observed ridership on transit services in similar regions of the Intermountain West.
- Separate analyses of unmet visitor, resident and employee demand in Park City, Summit County and Wasatch County.

- Analysis of inter-city transit demand between eastern Summit County including Kamas and Oakley, and Wasatch County including Heber City and Park City/Summit County.
- Impacts on transit demands based on revised infrastructure including park-and-ride lots, parking regulations and demand management programs.
- Estimate growth patterns that can be expected of new and existing services.

Product: Transit demand for each of the various market segments will be developed and aggregated in a series of tables, graphs and commentary.

Phase 3: Transit Revenue Analysis

- Evaluate existing and potential revenues sources (City, County, Federal, UDOT, Impact Fees, fare-box, etc.) and project annual revenues by source and in aggregate.
- Based on demand for additional inter-city services, create a methodology for calculating appropriate Park City and Counties share of revenues and cost of common transit infrastructure.

Product: Summary tables containing transit revenue projections that will be utilized as a reasonable constraint to future transit planning. The results will be included in Technical Memorandum Number Two to be produced at the completion of Phase 7.

Phase 4: Develop Alternatives

- Inter-city service alternatives including modifications to existing City or County routes, service frequencies or span of services.
- Potential park-and-ride services.
- Within existing right of ways, transportation efficiencies such as dedicated bus lanes, queue jumping, and signal pre-emption.
- Capital alternatives for vehicles, transit facilities and amenities that includes funding sources.
- Private sector role in supplementing transit services.

Product: A comprehensive analysis of alternatives, including benefits, capital costs, facility locations, funding sources and feasibility..

Phase 5: Seven Year Financial Analysis and Projections

- Project revenue sources, including fare-box, and uses for City and County and shared services and capital improvements.

Product: Estimated 7-Year forecasts of financial resources for Park City, Basin Transit district and Summit and Wasatch Counties.

Phase 6: Draft Transit Service Plan

- Information from previous tasks and comments received will be used to develop a service and operations plan. Preferred alternative will be developed in greater detail.
- Based on the preferred service and operations plan, a capital and support facility plan will be developed.
- Financial plan
- Implementation plan

Product: Draft Transit Service Plan for review by Park City and Summit and Wasatch County government officials, advisory boards and staff for comment. Any revisions requested will be provided for review prior to preparation of final plan document.

Phase 7: Prepare Final Short Range Transit Plan Update

This plan will stand as a blueprint for inter-city transit services provided by Park City/Summit County/Wasatch County transit service area.

III. Funding

Funding for the project is through a Federal Transit Administration grant that will be administered by the City.

IV. Content of Proposal

Proposals will be evaluated on criteria listed below. Proposals shall be limited to 10 pages (a one page cover letter can be included and will not be counted toward the page count) plus resumes and supportive information in an Appendix and a fee quotation.

Proposals lacking the required information will not be considered. The Proposal shall include at a minimum the following:

1. A resume describing the qualifications of the proposing firm, including:
 - (1) the experience of the firm in related projects, especially a listing of previously completed projects,
 - (2) a description of the experience and technical competence of specific staff members to be assigned to the project,

- (3) a specification of the specific individuals who will have major responsibilities for the study and the commitment of time to the project for each,
 - (4) a full description of the background of the project manager with a specific commitment of time, and
2. A work program describing the steps to be completed in the study. The work program should include estimated man hours by personnel category for each task. Section II Scope of Work describes the basic work to be accomplished. The consultant will have the latitude to modify or add to the scope in his proposal. If any modifications to the scope are proposed by a prospective consultant, specific reasons why will be cited in its proposal.
 3. A schedule with calendar time required to complete each work element and a completion date for each major milestone in the project. The consultant will complete the Plan within four months from the date of the contract award unless an extension is negotiated and approved by the City.
 4. An indication that the proposing firm is familiar with the requirements of the Federal Transit Administration, since the project will be funded, in part, with FTA planning funds.
 5. Current commitments – Include a description of the firm’s current projects and workload sufficient to determine the adequacy of the staff to handle the project.
 6. Three recent references for similar projects performed by the proposed team members.
 7. Other factors deemed relevant by the selection committee, including but not limited to the nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with insurance/indemnity provision counts against a bidder.)
 8. Cost Summary. Cost of providing the services will be a consideration.

The fee quotation must be in the following format:

Total Hours by Task

	Team Member 1	Team Member 2	Team Member 3	Team Member 4	Team Member 5	Team Member 6
Task 1						
Task 2						

Task 3						
Task 4						
Task 5						
Task 6						
Task 7						
Task 8						

Total by Team Member

	Hours	Bill Rate	Total
Team Member 1			
Team Member 2			
Team Member 3			
Team Member 4			
Team Member 5			
Team Member 6			
		Subtotal	
		Travel	
		Printing	
		Other Direct Costs	
		TOTAL	

Team Members must be identified by name and discipline (ie. principal, engineer).

Proposal submittal must include the following executed forms provided in the Proposal package:

- Lobbying Disclosure Form
- Debarment and Suspension Form
- Non-Collusion Affidavit
- DBE Participation Form

A list of certified DBE contractors may be found at:

<http://www.udot.utah.gov/main//uconowner.gf?n=13684732073370373>

V. Selection Process

Proposals will be evaluated and ranked by individual team members using the factors listed in Section IV, Content of Proposal, above. The selection committee shall then meet to discuss their individual Proposals, their rankings and to prepare a final overall team ranking using the factors listed in Section IV, Content of Proposal, above.

The selection process will proceed on the following schedule:

- Proposals will be received by Park City prior to **3:00 p.m. on Friday, May 25, 2014**, at the Park City Public Works Building, 1053 Iron Horse Drive, Park City, Utah 84060. Any questions must be submitted in writing by May 16th. These questions will be answered by May 20th.
- A selection committee made up of Park City Municipal Corporation staff and others will review the submitted Proposals and select a proposer. A short list interview (via phone or Skype) may be required if two or three proposers are closely ranked. If necessary, this interview will occur on or before June 4th. Park City will negotiate a final scope and fee with the top ranked proposer and recommend to City Council for final approval and contract. No Local Preference will be considered. Award of the contract is subject to approval by City Council.
- Park City will negotiate a final scope and fee with the top ranked proposer and recommend to City Council for final approval and contract.
- Present recommendation to City Council to enter into an agreement with selected firm on or before June 12th.
- Contract and Notice to Proceed on or about June 13th.

Park City reserves the right to:

1. Disqualify incomplete proposals.
2. Waive minor defects in the proposals submitted.
3. Request additional information from respondents.
4. Change the nature or scope of the project without penalty.
5. Negotiate terms with one or more of the short listed firms.

6. Reject any or all proposals for any reason, without penalty.
7. Take any steps deemed necessary to act in the City's best interest.

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

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

VI. Professional Services Agreement

Park City will enter into a Professional Services Agreement with the selected proposer (offeror). A sample of the agreement is attached including required Federal Clauses. The offeror selected to provide the services/products shall be required to enter into a written agreement in substantially the form as shown in the attached SAMPLE AGREEMENT which shall be the basic form used to develop the final agreement.

- Signature on an offeror's proposal acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this SOQ\RFQ. Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

VII. Information to be submitted

To be considered, the following must be received at the Park City Public Works Office, 1053 Iron Horse Drive, Park City, UT 84060 no later than **Friday, May 25th at 4:00 p.m. :**

- Five (5) copies of the Proposal including:
 - (1) Exhibit 1-A: Buy America Certificate

- (2) Exhibit 1-B: DBE Requirement
 - (3) Exhibit 1-C: Certificate Regarding Debarment/Suspension
 - (4) Exhibit 1-D: Certificate of Restrictions on Lobbying
 - (5) Exhibit 1-E: Non-Collusion Affidavit
 - (6) Exhibit 1- F: Fly America and Cargo Preference
 - (7) Exhibit 1-G: Additional Federal Contract Clauses
 - (8) Exhibit 1-H: Dispute Resolution
- One (1) fee quotation table as shown in Section IV, above.
 - One (1) electronic copy of proposal in a .pdf format.

VIII. Preparation of Proposals

- A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

IX. Proposal Information

- A. Discussions with Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection of Proposals.

- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFQ.

E. Appeals Procedure. Any supplier, vendor, or contractor who determines that a decision has been made adversely to him, by the City, in violation of applicable City, State or federal procurement regulations, may appeal that decision to the Park City Council. The complainant contractor shall promptly file a written appeal letter with Kent Cashel, PO Box 1480, Park City, Utah 84060, cashel@parkcity.org within five working days from the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought.

Upon receipt of the notice of appeal, the manager shall forward the appeal notice, his investigation of the matter, and any other relevant information to the City Council. The City Council shall conduct a hearing on the matter and provide the complainant an opportunity to be heard. A written decision shall be sent to the complainant.

The complainant also has a right to file any procurement complaint directly with the Utah Department of Transportation-Public Transit Programs Office.

X. Confidentiality

All responses, inquiries, and correspondence relating to this RFQ and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated. The City generally considers proposals and all accompanying material to be public and subject to disclosure. Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFQ is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Section 63-2-304 of the Government Records Access and Management

Act, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under the Government Records Access and Management Act to appeal an adverse determination. The City is not obligated to notify the offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the Government Records Access and Management Act.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and _____, a 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 “Scope of Services” attached hereto as “Addendum A” and incorporated herein (the “Project”). The total fee for the Project shall not exceed _____ Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or 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 two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, 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, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

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.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

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 six (6) 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 within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

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 hereinabove written.

PARK CITY MUNICIPAL CORPORATION

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

Notary Public

ADDENDUM "A"

SCOPE OF SERVICES

ADDENDUM “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Federal Clauses for RFP

The procurement of this Transit Expansion Study will be funded in part by the Federal Transit Administration. Therefore applicable Federal regulations will apply. Proposer must review and certify that they have read and understand all contract clauses, attachments and certifications, which include (but are not limited to):

- (1) Exhibit 1-A: Buy America Certificate
- (2) Exhibit 1-B: DBE Requirement
- (3) Exhibit 1-C: Certificate Regarding Debarment/Suspension
- (4) Exhibit 1-D: Certificate of Restrictions on Lobbying
- (5) Exhibit 1-E: Non-Collusion Affidavit
- (6) Exhibit 1- F: Fly America and Cargo Preference
- (7) Exhibit 1-G: Additional Federal Contract Clauses
- (8) Exhibit 1-H: Dispute Resolution

Exhibit 1-A

BUY AMERICA CERTIFICATE

The contractor/Service Provider 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 FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 5323(j)(2)© and 49 CFR661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offer or must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The proposer must check the appropriate box or boxes, provide the information requested, and sign this certificate.

- [] 1. The proposer or offer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.5.
- [] 2. The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C.5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: _____

(Company name)

By: _____
(Signature)

Name: _____

Title: _____

**Exhibit 1-B
Disadvantage Business Enterprise
(DBE) Certification**

(Page 1 of 3)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **2%**. A separate contract goal of **8.0%** DBE participation has been established for this procurement. A complete list of qualified DBE's are available on the UDOT website in the Civil Rights section under the title UUCP DBE Directory. Only businesses listed in the current UUCP DBE Directory are certified as a DBE in the State of Utah and will count towards the contract goal. Work must be performed in the area the business is certified in order to count towards the contract goal.

The SERVICE PROVIDER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The SERVICE PROVIDER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the SERVICE PROVIDER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **the City** deems appropriate. Each subcontract the SERVICE PROVIDER signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying Fee Quotation**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The estimated percentage (estimated DBE participation / total estimated amount) of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/offerors who intend to do all the work with their own organization (no subcontractors) will indicate this in their proposal by checking below and signing on page 2 of this certification. Page 3 does not need to be filled out in this instance.

_____ We do not intend to sublet a portion of the contract work

After the award of the bid, in the event that the bidder indicates that he/she does not intend to sublet any work and subsequently determines to sublet a portion of the work, the Bidder:

**Disadvantage Business Enterprise
(DBE) Certification**

- (a) must justify why subcontract quotes were not a part of the Bid Proposal,
- (b) must utilize equal opportunity action to allow DBEs to compete for and perform on the work to be sublet,
- (c.) must submit the required commitment information with the proposed subcontract.

Bidders must present the information required above **with initial proposals** (see 49 CFR 26.53(3)).

The SERVICE PROVIDER is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the SERVICE Provider's receipt of payment for that work from the **CITY**. In addition, **the SERVICE PROVIDER is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the CITY and SERVICE Provider's receipt of the partial retainage payment related to the subcontractor's work.**

The SERVICE PROVIDER must promptly notify **The City**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The SERVICE PROVIDER may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **the City**.

One purpose for this is to ensure nondiscrimination, fair competition, remove barriers and create a level playing field, in the award of purchases and/or contracts.

_____ hereby certifies the company I represent has complied with the DBE requirements of: Sub part D of 49 CFR, Section 26 of the Transportation Assistance Act of 1982.

Date: _____

Signature: _____

Company Name: _____

Title: _____

**Disadvantage Business Enterprise
(DBE) Certification**

Please complete the following form detailing DBE participation with this proposal. If the DBE contract goal is not met please provide detailed evidence of good faith efforts used (include with proposal).

Names and addresses of DBE firms that will participate in this contract:

A description of the work each DBE will perform:

The estimated percentage (estimated DBE participation / total estimated amount) of DBE participation shall be: %

Bidder's Commitment

Bidder's Name & Title: _____

Signature: _____ Date: _____

Participating DBE Commitment Confirmation

DBE's Name and Title: _____

Signature: _____ Date: _____

Please attach copy of UUCP DBE certificate with proposal (provided by participating DBE)

Exhibit 1-C
Certificate Regarding Debarment and Suspension

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor/ service provider is required to verify that none of the contractor/service provider, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Park City Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Park City Transit**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Exhibit 1-D
CERTIFICATION OF
RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
behalf of _____ that:
(name and title of contractor official)
(Contractor firm name)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S.C. Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__.

By: _____
(signature of authorized official)

(title of authorized official)

Exhibit 1-E

NON-COLLUSION AFFIDAVIT

I state that I am (sole owner) (a partner) (officer of the foregoing corporation) (agent of the above bidder) of _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix.
- (2) That neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening/closing.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other form of competitive bid.
- (5), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by Park City Municipal Corporation in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Park City Municipal Corporation of the true facts relating to the submission of bids for this contract.

Name of Person

Position

Exhibit 1- F

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform Park City Municipal Corporation, so that additional requirements and clauses may be attached to this Contract.

- 1. The proposer or offeror hereby certifies that it will meet the requirements of Fly America Requirement and Cargo Preference.
- 2. The proposer hereby certifies that it cannot comply with the requirements of Fly America and Cargo Preference.

Date: _____

(Company name)

By: _____
(Signature)

Name: _____ Title: _____

Exhibit 1 – G

Additional - Federal Contract Clauses

Energy Conservation - The SERVICE PROVIDER 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 and Conservation Act.

Clean Water - (1) The SERVICE PROVIDER 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 SERVICE PROVIDER agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The SERVICE PROVIDER also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person

or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the SERVICE PROVIDER agrees to provide the Purchaser, 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 SERVICE PROVIDER which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. SERVICE PROVIDER also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to SERVICE Provider's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

-Continued Additional - Federal Contract Clauses

2. The SERVICE PROVIDER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The SERVICE PROVIDER agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case SERVICE PROVIDER 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. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - SERVICE PROVIDER shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. SERVICE Provider's failure to so comply shall constitute a material breach of this contract.

Clean Air - (1) The SERVICE PROVIDER 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 SERVICE PROVIDER agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The SERVICE PROVIDER also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials - The SERVICE PROVIDER agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 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.

No Obligation by the Federal Government.

(1) The Purchaser and SERVICE PROVIDER 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 contract and shall not be subject to any obligations or liabilities to the Purchaser, SERVICE PROVIDER, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The SERVICE PROVIDER agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

-Continued Additional - Federal Contract Clauses

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The SERVICE PROVIDER acknowledges that the provisions 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 Project. Upon execution of the underlying contract, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER to the extent the Federal Government deems appropriate.

(2) The SERVICE PROVIDER also 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 assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the SERVICE PROVIDER, to the extent the Federal Government deems appropriate.

(3) The SERVICE PROVIDER agrees to include the above two clauses in each subcontract financed in whole or in part with Federal 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.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the SERVICE PROVIDER is required to verify that none of the SERVICE PROVIDER, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The SERVICE PROVIDER is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **the City**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the City**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this

-Continued Additional - Federal Contract Clauses

offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights - The following requirements apply to the underlying contract:

(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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.

-Continued Additional - Federal Contract Clauses

(3) The SERVICE PROVIDER 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.

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 4220.1E, 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 SERVICE PROVIDER shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause The City to be in violation of the FTA terms and conditions.

By signing and submitting a proposal, the bidder or proposer certifies compliance with these additional Federal Clauses.

Name: _____ Date: _____

Exhibit 1-H

DISPUTE RESOLUTION

Dispute Clauses for FTA assisted contracts

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

Performance During Dispute - Unless otherwise directed by Park City Municipal, Contractor 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 therefore shall be made in writing to such other party within ten (10) days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor 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 of Utah.

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 Park City Municipal Corporation, or Contractor 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.

Date: _____

Signature: _____