



## REQUEST FOR PROPOSAL

### WINTER SHUTTLE SERVICE OPERATOR

Issued: September 11, 2025

Deadline for final submission: October 15, 2025, by 5:00PM (MST)

Brian Head Town (the Town) is seeking proposals from qualified shuttle operators to provide vehicles and drivers for the winter season of 2025-2026 (November thru May). The successful contractor will be awarded either a one-year contract with two (2) one-year options to renew or a three-year contract.

#### *Introduction*

Brian Head Town is an alpine resort community located in the mountains of Southern Utah about 30 miles east of Cedar City and just a few minutes north of Cedar Breaks National Monument. At an elevation of 10,000 feet, the scenic value and recreational opportunities in Brian Head Town are unmatched. The vast majority of the 1,400 residences are vacation homes and condos.

#### *Scope of Services*

The Town is seeking a qualified shuttle service provider to provide vehicles and drivers to operate a 6-month shuttle service during the 2025-2026 winter season. Services are on a fixed route within Town (see Exhibit A). These services shall commence on Thanksgiving, November 27, 2025, or upon agreement by the negotiating parties and a signed and executed contract.

#### *Operational Requirements*

Interested contractors should provide the Town with a thorough proposal which discusses the following:

1. A minimum of one (1) sixteen (16) passenger bus to run on a continual fixed route daily, Monday through Sunday (non-holiday periods) from 9:30 am to 5:00 pm.
2. One (1) sixteen (16) passenger bus for night services to run from 5:00 pm to 10:00 pm on Fridays, Saturdays and Holidays on a fixed route.
3. During holiday and weekends periods, a minimum of one (1) twenty (20) passenger bus and one (1) sixteen (16) passenger bus to run from 9:00am to 5:30pm (see Exhibit B for holiday dates).

The Contractor shall be responsible for the operations of shuttle services in accordance with:

- Applicable federal, state, and local laws and regulations.
- Necessary driver qualifications.
- Equipment operating instructions issued by the OEM (original equipment manufacturer).

**Vehicles:** All shuttle vehicles shall be adequately equipped and maintained with grab rail stanchions and equipment racks to handle ski and snowboard equipment. All shuttle buses that are not four-wheel drive shall be equipped and maintained with automatic tire chains or have adequate tire available which may be manually applied to the shuttles as weather demands. Cable chains are unacceptable.

The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The Town also reserves the right to establish additional criteria regarding reliability of response in the event of breakdowns.



When providing a list of proposed vehicles, include the age of the vehicle and pictures within the proposal.

**Vehicle Operators:** Vehicle operators will work on a schedule that ensures a consistent and overall quality of service. Vehicle operators must have a valid Utah Drivers' License required by applicable federal, state and local regulations, including operator's permits. Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the service and the Town. While performing their duties of the service, vehicle operators must maintain a clean and neat appearance.

### *RFP Requirements*

Interested contractors should provide the Town with a thorough proposal which discusses the following:

1. Flat fee quote for the entire season – November 27, 2025, through May 10, 2026 (daily & night services).
2. Hourly and daily operating rates for each 20-passenger & 16-passenger bus should additional services be required.
3. List and describe the vehicles to be used for the service, including pictures where possible
  - a. Describe your plan for keeping the vehicles operating in snowy and harsh mountain conditions.
  - b. Where do you plan to store the vehicles?
  - c. What is your plan to properly clean and maintain the vehicles?
4. Present your plan for staffing and operating this service
  - a. What is the management structure you'll employ?
  - b. How many drivers do you intend to use/hire for this service?
  - c. How will the drivers be trained?
  - d. What will the contractor do to ensure that drivers are able to get to the Town and provide service even during harsh winter weather or during the occasional closing of the road accessing the Town?
5. Ability to adhere to Town's contract (see Exhibit B) in meeting all requirements, including insurance requirements.

### *Selection Criteria*

There is no specific selection formula identified for this project. The Town is under no obligation to select the low bid for professional services. The Town is certainly price sensitive but will be looking for the bidder that provides the best value in terms cost and quality of service. Special consideration will be given to bidders with experience in Brian Head, other mountain towns, or similar environments. Selection is expected to occur on October 21, 2025, at the Town's regularly scheduled Council meeting.

### *Submittal Instructions*

Responses will be received at Brian Head Town Hall, 56 N. Hwy 143, PO Box 190068, Brian Head, UT 84719, until October 15, 2025, by 5:00 PM (MST). Bidders need only submit one copy of their proposal which may also be submitted electronically to [nleigh@bhtown.utah.gov](mailto:nleigh@bhtown.utah.gov). Responses should be limited to no more than eight (8) pages. Correspondence, questions



and/or clarifications of the proposal procedure should be directed to Nancy Leigh, Town Clerk at [nleigh@bhtown.utah.gov](mailto:nleigh@bhtown.utah.gov) - PO Box 190068, Brian Head, UT 84719 or by calling (435) 677-2029 during normal business hours of Monday through Friday from 9:00AM to 5:00PM.



# BRIAN HEAD

## Shuttle Operating Hours:

Sunday thru Thursday - 9am to 5pm

Friday, Saturday & Holidays - 9am to 10pm

*Shuttle operates during ski season only*

## Shuttle runs on a continuous loop on the following lines:

*(15-20 Minute Pickup Intervals)*

- ① Giant Steps Ski Area  
Restaurants  
Outfitter
- ② The Mall  
Brian Head General Store  
Pizano's Pizzeria  
Mountain Peak Coffee  
Rosella's Mexican Restaurant  
Brianhead Sports  
Brian Head Ice
- ③ Utah ATV Rentals  
Timberbrook Condos
- ④ Apple Annie's Country Store
- ⑤ Thunder Mountain Motorsports
- ⑥ Brian Head Lodge  
Restaurants
- ⑦ Cedar Breaks Lodge  
Restaurants
- ⑧ Navajo Ski Area  
Restaurants  
Outfitter
- ⑨ Chalet Village
- ⑩ The Lofts Condos  
Aspen Condos
- ⑪ Brian Head Village (Bldgs A-L)
- ⑫ Brian Head Village (Bldgs M-Q)
- ⑬ Georg's Ski Shop
- ⑭ Chair 1 Overflow Parking

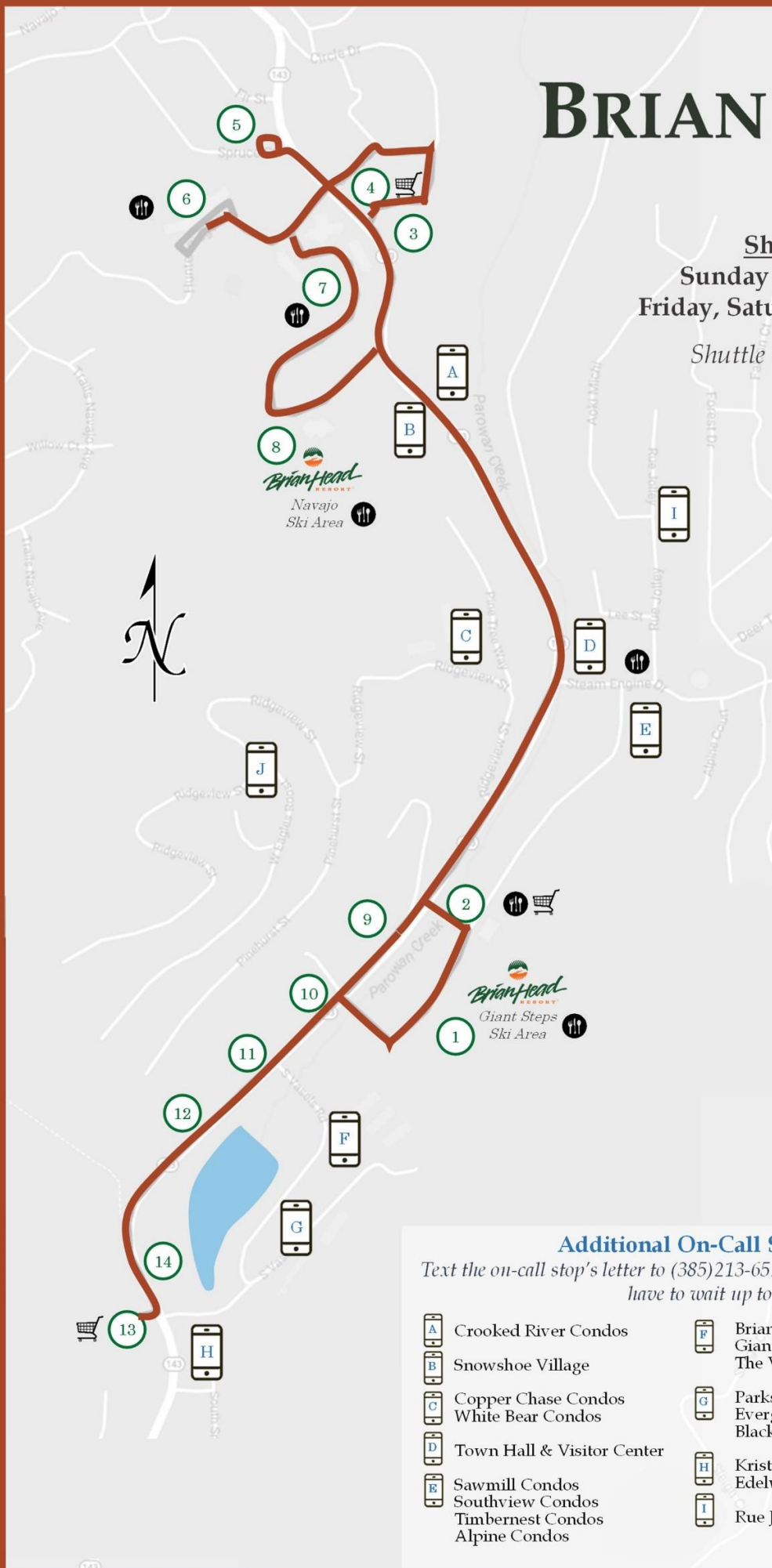
## Additional On-Call Stops (not on continuous loop)

Text the on-call stop's letter to (385)213-6520 to notify shuttle that you're waiting. You may have to wait up to 15 minutes for pickup.

- A Crooked River Condos
- B Snowshoe Village
- C Copper Chase Condos  
White Bear Condos
- D Town Hall & Visitor Center
- E Sawmill Condos  
Southview Condos  
Timbernest Condos  
Alpine Condos

- F Brianwood Condos  
Giant Steps Condos  
The Villas
- G Parkside Condos  
Evergreen Condos  
Black Diamond Condos
- H Kristi Condos  
Edelweiss Condos
- I Rue Jolley Neighborhood

- J Upper Ridge View  
Cedar Village Condos
- K Trails at Navajo





## Winter Season Ending April 2026

### INDEPENDENT CONTRACTOR AGREEMENT FOR SHUTTLE BUS SERVICE

**THIS AGREEMENT**, as set forth herein between \_\_\_\_\_ and (hereinafter referred to as "CONTRACTOR"), Brian Head Town (hereinafter referred to as "TOWN") represents a mutual understanding and agreement whereby Contractor will provide to Town certain services as set forth below.

#### 1. ROUTES/SCHEDULES

##### A. Schedule:

Beginning November 27, 2025, and running through to May 10, 2026, or until one of the ski bases (Giant Steps – Navajo) no longer is operating its ski lifts.

- Sunday through Thursday (non-holiday periods)
  - One bus running – from 9:30 a.m. to 5:00 p.m.
- Friday/Saturday/Sunday Holiday Periods
  - One (1) sixteen-passenger bus runs from 9:00 am to 10:00 pm.
  - One (1) twenty-passenger bus runs from 9:00 am to 5:30 pm.
- Sunday through Thursday (From December 19, 2025, until February 16, 2026)
  - One (1) sixteen-passenger bus runs from 9:00 am to 5:30 pm.
  - One (1) twenty-passenger bus runs from 9:00 am to 5:30 pm.
- Friday/Saturday (From December 19, 2025, until end of season)
  - One (1) sixteen-passenger bus runs from 9:00 am to 10:00 pm.
  - One (1) twenty-passenger bus runs from 9:00 am to 5:30 pm.
- Holidays Include:
  - Thanksgiving: November 27, 2025, through November 30, 2025
  - Christmas: December 19, 2024, through January 1, 2026
  - New Year's Eve: December 31, 2025 (night service until 2:00 am)
  - Martin Luther King: January 16-19, 2026 – Night service scheduled for Friday, Saturday, and Sunday (January 16-19, 2026)
  - President's Day: February 13-16, 2026 – Night service scheduled for Friday, Saturday, Sunday, and Monday (February 13 – 16, 2026)

##### B. Designated Shuttle Route:

Shuttle services will identify the following types of services: Ski Base Express Route, Town Wide Shuttle, and an on-call shuttle as defined on attached map (see attachment A)

##### C. Adjustments to Schedule and Route

Adjustments to the above stated routes and schedules may be proposed by either party during the term of this contract for the purpose of improving services to patrons or value to the Town. Such changes must be approved in writing by both parties prior any change being made and must have no impact on the cost of services, except as provided for in paragraph 25 (d) below.

2. **ADDITIONAL SERVICES PROVIDED:**

The Town may also request additional services on an as-needed basis at a rate of \$\_\_\_\_\_ per hour per vehicle for a 20-passenger bus with driver. Other service needs which may arise may be added to the Agreement by mutual consent at a rate negotiated by the Parties, consistent with paragraph 25(d).

3. **COMMUNICATION SYSTEM.** Contractor shall also provide, at Contractor's expense, adequate radios and other dispatch equipment necessary to contact the shuttle for efficient pick up and transportation of riders. Drivers are expected to operate all communications equipment in accordance with state law, including usage of hands-free devices for cell phones while operating a vehicle.

The Contractor will provide the Town with a contact phone number that customers may call or text during hours of operation in order to directly communicate with the Contractor regarding questions, complaints, or to inform vehicle operators that they are waiting at a certain stop. Vehicle operators will have a safe means of communicating with one another to ensure that they are properly spaced and that all stops are receiving the best service possible.

4. **SIGNS.** Town shall pay for all signs necessary to give appropriate notice of the routes and designated stops and bus identification. The bus stop signs shall be installed and maintained by the Town. The bus identification shall be installed and maintained by the Contractor.
5. **COORDINATION MEETINGS.** The Town and Contractor agree to hold a pre-season meeting and weekly meetings (as necessary) to coordinate the service and make improvements or modifications as needed.
6. **RECORD KEEPING.** The Contractor agrees to compile rider statistics (at pickup) by day, routes, and hours of day. These statistics shall be submitted with the monthly billing and a compiled history at the end of the season before final payment is made.
7. **FUEL PURCHASE.** The Contractor has the option to use fuel provided by the Town. The Contractor agrees to provide written documentation to validate the quantities used from Town fuel pumps. The cost of the fuel shall be deducted from the contract cost.
8. **VEHICLES / EMPLOYEES.** Contractor agrees to provide the buses, drivers, and other necessary labor and equipment, repair and maintain the vehicles and related equipment, and do all things necessary or proper for performance and completion of the services required by this Agreement. All shuttle vehicles shall be adequately equipped and maintained with grab rail stanchions and equipment racks to handle ski and snowboard



equipment. All shuttle vehicles without four-wheel drive capability shall be equipped and maintained with automatic tire chains or have adequate tire chains available which may be manually applied to the shuttles as weather demands. Cable chains will not be considered adequate. Contractor shall maintain backup equipment stationed and available in the Town to provide for continuous, uninterrupted operation of the shuttle service in case of equipment failure. The buses shall be equipped with double leaf automatic doors, 72" minimum interior headroom, dual rear tires and a walking isle.

The vehicles will be appropriately marked in order to clearly communicate to riders that this is a free shuttle provided by Brian Head Town as well as which route the shuttle is servicing. Any markings that cause confusion to riders will be removed.

Failure to provide properly equipped vehicles on the dates/times included in the schedule (except as put forth in Section 13) will result in a deduction to the contract sum according to the hourly/daily rates provided in Section 2 of this Agreement, unless otherwise agreed upon in advance and in writing by the Parties.

9. **LICENSED DRIVERS.** Contractor shall use only properly licensed drivers, and warrants that all drivers employed by it are appropriately trained, certified, and licensed for operation of the shuttle under the terms of this Agreement, in compliance with all laws and licensing and safety regulations promulgated by the Utah Department of Transportation, Utah Department of Driver's License Services, and any other State or Federal agency or body with jurisdiction to impose rules or regulations governing licensure or operation of public transportation of the type contemplated under this Agreement. Prior to commencing operations, Contractor shall provide a schedule listing all drivers currently employed by Contractor who may provide services under this Agreement and attach copies of each driver's Utah driver's license. Contractor may change drivers from time to time at its sole discretion but shall provide an updated schedule of drivers and copies of such driver's Utah driver's license before allowing such person to drive any vehicle subject to the terms of this Agreement.
10. **DRUG TESTING.** Contractor warrants that it has in place appropriate and adequate drug and alcohol testing policies and that it shall comply with such policies and with all rules and regulations under Utah Code Ann. 34-38-1 et. seq. and all applicable Federal and State laws and regulations with regard to drug and alcohol testing.
11. **LICENSED VEHICLES.** Contractor warrants that all vehicles furnished to provide services under this Agreement shall be appropriately inspected, certified, and licensed, in compliance with all applicable Federal and State rules, regulations, and laws governing public transportation vehicles and services as contemplated under this Agreement. Prior to commencing operations hereunder, Contractor shall provide a schedule listing and describing all vehicles to be used under this Agreement (including replacement vehicles), together with the Utah license plate numbers and VINs for each designated vehicle.
12. **VEHICLE MAINTENANCE / INSPECTION.** Contractor, while in performance of duties under this Agreement, shall perform a regular schedule of maintenance, inspection, and cleaning of all vehicles, and shall ensure the effective operation of all safety features on the vehicles. Contractor shall ensure that the passenger areas of the vehicles are maintained and kept in a clean condition on a daily basis. Contractor shall have the right

to wash the vehicles used under this Agreement in the area, and with Town equipment, currently used by the Town for washing Town equipment. Such use shall be coordinated with the Town's Public Works Director so as not to interfere with Town operations. The Town shall have the right at any time to inspect during regular business hours the vehicles identified pursuant to paragraph 10 and used by the Contractor for the services provided hereunder and all records kept by Contractor relating to the maintenance, inspection, and licensing of all such vehicles to ensure compliance with the terms of this Agreement, provided that the Town will provide reasonable advance notice to Contractor of such inspections.

13. **WEATHER RELATED CONCERNS.** The Contractor agrees to contact the Town whenever driving conditions are, in the opinion of the driver, unsafe. Under these conditions, the Contractor is allowed to alter its route or suspend service until the conditions are rectified. The Town shall receive credit for suspended services that exceed one (1) hour.
14. **DRIVER DRESS AND CONDUCT.** Contractor warrants that all drivers will wear a shirt or jacket identifying themselves as an employee of the Contractor and other clean and neat clothing or accessories that benefit the position in which they hold. Vehicle operators will work on a schedule that ensures a consistent and overall quality of service. Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the service and the TOWN. While performing their duties of the service, vehicle operators must maintain a clean and neat appearance. Contractor will ensure that operators will be prohibited from receiving tips for transportation services.
15. **INDEPENDENT CONTRACTOR.** Contractor enters into this Agreement as an independent contractor, and not as a subcontractor, agent, partner or servant of the Town. As an independent contractor, Contractor represents that it has all appropriate licenses for operation of the shuttle service and will employ and assume the control and direction over all drivers and other employees and related equipment necessary to perform the services as required under this Agreement. Contractor agrees that neither it nor its employees will represent to the public that it is an employee, subcontractor, agent, partner, or servant of the Town.
16. **RISK OF CONTRACTOR.** Contractor agrees that the performance of duties and services under this Agreement shall be in every respect at the risk of the Contractor.
17. **TERM OF CONTRACT.** Operations of shuttle services under this Agreement may commence on **November 27, 2025**, and shall continue until **May 10, 2026**, inclusive, unless sooner terminated in accordance with the provisions of this Agreement. The term of this Agreement an extension allowed by the \_\_\_\_\_ Agreement. The term of this Agreement may be extended by the Town for two (2) additional one (1) year periods under the same terms and conditions except as to the contract sum, which modified contract sum, will be determined in accordance with paragraph 25 (d). The election to extend this Agreement for the additional terms shall be given in writing by the Town to the Contractor on or before October 1, 2026.



18. **CONTRACT SUM.** Subject to the provisions of paragraph 23(d), the Town shall pay the Contractor for the performance of the services under this Agreement the total sum of \$\_\_\_\_\_. Such sum shall be paid to Contractor in **twelve (12)** semi-monthly installments. Contractor shall submit to the Town its invoice for the half-month period, on or before the 1<sup>st</sup> and 15<sup>th</sup> of each month, beginning December 1, 2025. Semi-monthly payments will be scheduled as follows:

Payment #	Dates	Amount
1	Dec 1 <sup>st</sup>	
2	Dec 15 <sup>th</sup>	
3	Jan 1 <sup>st</sup>	
4	Jan 15 <sup>th</sup>	
5	Feb 1 <sup>st</sup>	
6	Feb 15 <sup>th</sup>	
7	Mar 1 <sup>st</sup>	
8	Mar 15 <sup>th</sup>	
9	Apr 1 <sup>st</sup>	
10	Apr 15 <sup>th</sup>	
11	May 1 <sup>st</sup>	
12	May 15 <sup>th</sup>	_____

to be adjusted for added or reduced hours within the service period just completed, per Section 23 (d). After review of the Contractor's invoice, the Town shall make payment of sums due under this Agreement promptly, within 15 days of being invoiced (except for the final billing of which 75% that will be paid 15 days after the Town receives the final billing and the remaining portion after the account is reconciled for fuel purchases and service adjustment). The payment by the Town of the sums set forth herein, shall constitute full and complete payment of all sums due to Contractor for providing the services under this Agreement, including but not limited to, driver hours rendered in the actual provision of transportation services, employees hours incurred in training or in preparation, cleaning, inspections and fueling of the vehicles used under this Agreement, or for any other costs or expenses incurred by the Contractor. The Town's obligation to make payments and the Contractor's obligation to provide services under this Agreement shall terminate at such time as the Town has paid a total of \$\_\_\_\_\_ under this Agreement, or the amount as adjusted for added or reduced hours within the service period, as provided herein. Any sums not paid within fifteen (15) days of the due date hereunder shall accrue interest at ten percent (10%) per annum from the date due until paid in full. In the event that the Town elects to extend the terms of this Agreement as allowed in paragraph 24 (d), the same payment terms shall apply to the extension periods. Uniforms and vehicle identification signs shall be paid for, separate from the contract amount, by the Town, with the total amount not to exceed \$1,500. Copies of invoices for these purchases shall be submitted to the Town for reimbursement. Should it be necessary to delay the start of the season or end the season early due to insufficient snow, an adjustment to the contracted amount will be made by reducing that sum by \$\_\_\_\_\_ per day for the bus.

19. **INSURANCE.** Contractor, prior to commencing operations hereunder, shall insure jointly the liability of itself and that of the Town for damage to property or injury to persons arising out of the services contemplated by this Agreement. Such insurance shall be in a minimum amount of \$3,000,000.00 per occurrence and shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Utah and acceptable to Town. Contractor shall also provide, and maintain during the term of this Agreement, workers' compensation and employee liability insurance for all drivers and other employees utilized in providing services under this Agreement. Certificates of insurance verifying the Contractor's compliance with the insurance requirements under this paragraph shall be provided to the Town upon execution of this Agreement.
20. **INDEMNIFICATION.** The Town, or its authorized representatives, agents, or employees, shall not in any way or manner be answerable for, or suffer loss, damage, expense, or liability for, any loss or damage that may happen as a result of the transportation service provided by Contractor under this Agreement, except for damages caused by the Town's own negligence. Contractor shall assume all liability for its and its authorized representatives', agents', and employees' acts or omissions of every kind or nature arising from such transportation service, and shall defend, indemnify, and hold harmless the Town and its authorized representatives, agents, and employees, from all liability of every kind and nature arising from accident, negligence, or other cause arising from the acts or omissions of Contractor and its authorized representatives, agents, and employees in performing the obligations hereunder. Contractor shall assume all risk and liability for theft and vandalism of its property, and of the property of riders while on the shuttle buses. Nothing herein shall require the Contractor to indemnify the Town, its agents or employees, or other third parties for their own acts or omissions of others who are not authorized representatives, agents, or employees of Contractor.
21. **RIGHT TO DECLARE BREACH AND DEFAULT.** In addition to any other rights the parties may have, each party shall have the right to declare a breach or default of this Agreement if:
- a. The other party becomes insolvent;
  - b. The other party makes an assignment for the benefit of creditors;
  - c. A voluntary or involuntary petition in bankruptcy is filed by or against either party, or a receiver is appointed to take charge of the property or affairs of either party;
  - d. Contractor shall without just cause reduce its working force or vehicles to a number that, if maintained, would be insufficient to carry out the work in accordance with this Agreement;
  - e. The other party otherwise fails to perform its obligations hereunder; or
  - f. The other party violates any laws applicable to the performance of this Agreement, including violation by its agents, servants or employees.
22. **RIGHT TO CURE.** Before either party shall exercise its right to declare the other party in default, it shall give the other party written notice of the alleged default. The other party shall then have ten (10) days from the date of receipt of such notice to cure the default. The party in default may extend the cure period for a reasonable time upon

showing the other a plan to cure, reasonable progress toward cure, and extenuating circumstances that prevent a complete cure with the ten (10) days' time frame.

23. **RIGHTS AFTER TERMINATION.** If, after notice, the defaulting party fails to cure the default, the other party may terminate this Agreement. Notwithstanding such termination, each party shall be entitled to any and all other legal or equitable remedies permissible under the law by reason of the breach.
24. **DISPUTE RESOLUTION.** Should a disagreement arise between the Town and Contractor relating to this Agreement or the services to be performed hereunder, the parties agree to submit to mediation before a mutually acceptable mediator. Such mediation shall be preceded by a written demand for mediation setting forth the issues to be mediated and a list of three (3) proposed mediators. The other party shall respond to such demand within thirty (30) days of receipt of the demand and shall either agree to the appointment of one of the proposed mediators or propose three (3) alternative mediators. The demanding party shall then have ten (10) days to agree to one (1) of the proposed alternative mediators. If all the proposed alternative mediators are unacceptable and the parties cannot come to a resolution as to an acceptable mediator within an additional ten (10) days, mediation will be deemed unsuccessful. Arbitration following unsuccessful mediation is optional and not mandatory.

25. **MISCELLANEOUS PROVISIONS.**

- a. **ASSIGNMENT.** Neither this Agreement, nor any part thereof, nor money due or to become due hereunder, may be assigned by either party without the express written approval of the other.
- b. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between parties with respect to the subject transportation services and supersedes all prior oral and written agreements, commitments, negotiations, or understandings with respect to the matters provided for herein and only to the extent provided herein.
- c. **NO WAIVER.** No covenant, term, or condition to this Agreement shall be deemed waived unless it is so waived in writing, signed by the party to be charged. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of other or subsequent breaches of the same or any other term or conditions.
- d. **MODIFICATION OF AGREEMENT.** No modification of this Agreement or any term or condition herein contained shall be valid unless in writing and duly executed; nor shall any modification to the Agreement not duly executed as provided herein be deemed to be a part of this Agreement under any circumstances. Notwithstanding the foregoing, based upon the needs of the Town and patrons of the shuttle bus service, the Town, in its discretion, shall have the right to reduce, or increase, the number of hours or number of buses operated under this Agreement. Such changes shall be made effective by the Town's reasonable verbal or written communication to Contractor. In the event of such changes, the contract sum payable by the Town under the terms of paragraph 17 of this Agreement shall be increased or reduced by \$\_\_\_\_\_ per day of modified

operation. The Town agrees that it will utilize the services of at least one bus on each day during the term of this Agreement for at least two hours or will pay the equivalent cost of such use. The total reduction in the annual contract sum payable which the Town may affect through the use of this provision shall not exceed \$\_\_\_\_\_ per year.

- e. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted according to the laws of the State of Utah. All parties consent to personal jurisdiction and venue exclusively in the Fifth District Court of Utah, Iron County, should any case be filed.
- f. **SEVERABILITY.** All terms and conditions contained herein are severable and, in the event, that any of them shall be held or considered to be unenforceable by any court of competent jurisdiction, this Agreement shall be interpreted as if such unenforceable term or condition were not contained therein.
- g. **GENDER AND NUMBER.** Where applicable, the singular includes the plural, the masculine, includes the feminine, and vice versa.
- h. **BENEFIT; NO THIRD PARTY BENEFICIARIES.** This Agreement shall be binding upon and shall insure to the benefit of the parties and their permitted legal representatives, successors, and assigns. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- i. **CAPTIONS.** All captions or titles used in the Agreement are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions of any paragraph.
- j. **ENFORCEMENT COSTS.** The defaulting party shall pay all costs incurred by the non-defaulting party to enforce the terms of this Agreement, regardless of whether an action is commenced at law or in equity, which costs specifically shall not include reasonable attorney's fees. Notwithstanding the forgoing, each party's fees and costs associated with the mediation provided herein shall be borne by the party incurring such fees and costs. However, the parties shall each pay one-half of the costs of the mediation not individually incurred by a party.
- k. **REPRESENTATIONS AND WARRANTIES.** There are no representations or warranties between the parties except as expressly set forth in this Agreement.
- l. **TIME OF THE ESSENSE.** It is expressly agreed that time is of the essence of this Agreement.
- m. **FORCE MAJEURE.** Contractor shall not be in breach or default hereunder if prevented from performing its duties hereunder by any act of God or acts or occurrences not reasonably foreseeable in the operation of a transportation system during the winter months in Brian Head Town. However, the parties acknowledge and agree that Contractor's ability to provide service to all route stops hereunder may be delayed or temporarily prevented due to unusually large snowstorms, snow removal priorities, and/or equipment failures of the Town and the Utah

Department of Transportation ("UDOT"). Temporary delays or interruptions resulting from such storms and snow removal delay caused by competing priorities or equipment failures of the Town and UDOT shall not constitute grounds for breach or default hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement as of \_\_\_\_ day of \_\_\_\_\_, 2025.

**TOWN OF BRIAN HEAD**

**CONTRACTOR**

By: \_\_\_\_\_  
Bret Howser, Town Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Nancy Leigh, Town Clerk

(SEAL)