



**City of South Salt Lake**

**Request for Proposals:**

**Fun Bus Transportation Services –**

**Weekends August 25 to October 7, 2023**

**Issue Date: August 2, 2023**

**Proposals Due: 3:00 pm MT August 8, 2023**

**City of South Salt Lake City Recorder**

**Attention: Ariel Andrus**

**aandrus@SSLC.gov**

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## I. BACKGROUND

The City of South Salt Lake (hereinafter referred to as “SSL”) is seeking proposals for Independent Contractor Services to provide transportation (bus) services on weekends starting Friday, August 25 to Saturday October 7, 2023, as further described within the Request for Proposals (RFP). SSL intends to award this contract to a qualified individual, team, or firm based upon depth of the individual/team, specific experience, qualifications, and cost proposal.

## II. PROPOSED PROJECT

SSL, acting through its Office of Community and Economic Development (CED), is requesting proposals from a qualified transportation company to assist SSL in enhancing safe and consistent transportation services between five fixed stops including a site adjacent to the Central Pointe Trax station and several of our breweries and distilleries with two drivers (2), and two (2), 14 passenger cutaway buses during the hours identified in Section IV. The consultant will report directly to Jonathan Weidenhamer, the Community and Economic Development Director (CED), or his designee.

## III. AGREEMENT DURATION

It is expected that the Owner’s Rep. services will be completed no later than October 7, 2023. This time frame may be extended through written documentation agreeable to both parties.

## IV. SCOPE – REQUIREMENTS

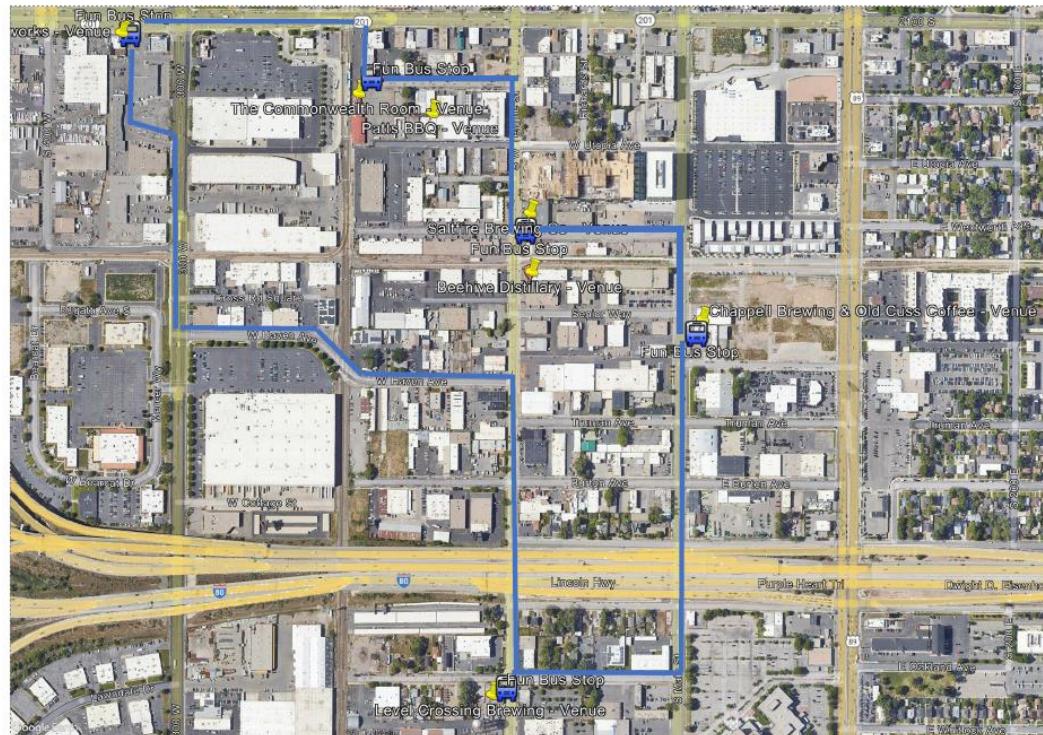
The Independent Contractor Services sought in this RFP are intended for Transportation provider services under the direction of the CED. The Project will include, without limitation, the following summary of the anticipated schedule for service and hours is below:

| Event Dates & Times          |                         |            |
|------------------------------|-------------------------|------------|
| Dates                        | Hours                   | Total Time |
| Friday, August 25, 2023      | 4:00 to 8:00 p.m.       | 4          |
| Saturday, August 26, 2023    | 12:00 to 8:00 p.m.      | 8          |
| Sunday, August 27, 2023      | 3:00 to 7:00 p.m.       | 4          |
| Saturday, September 2, 2023  | 3:00 to 7:00 p.m.       | 4          |
| Sunday, September 3, 2023    | 3:00 to 7:00 p.m.       | 4          |
| Saturday, September 9, 2023  | 3:00 to 7:00 p.m.       | 4          |
| Sunday, September 10, 2023   | 3:00 to 7:00 p.m.       | 4          |
| Saturday, September 16, 2023 | 3:00 to 7:00 p.m.       | 4          |
| Sunday, September 17, 2023   | 3:00 to 7:00 p.m.       | 4          |
| Saturday, September 23, 2023 | 3:00 to 7:00 p.m.       | 4          |
| Sunday, September 24, 2023   | 3:00 to 7:00 p.m.       | 4          |
| Saturday, September 30, 2023 | 3:00 to 7:00 p.m.       | 4          |
| Sunday, October 1, 2023      | 3:00 to 7:00 p.m.       | 4          |
| Saturday, October 7, 2023    | 12:00 p.m. to 7:00 p.m. | 7          |
| Sunday, October 8, 2023      | 3:00 p.m. to 7:00 p.m.  | 4          |
| Total Hours                  |                         | 67         |

The anticipated stops and route is here:



Fun Bus Route



The Independent Contractor will be responsible for coordinating with SSL to establish a final bus route and logistics and any necessary equipment for final stop/pick up areas. SSL will provide agreed upon materials, supplies, and equipment.

#### V. QUALIFICATIONS

The consultant must illustrate that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner.

The following lists the minimum qualification requirements of the consultant(s):

- One (1) reference;
- At least ten (10) years of experience as a transportation company/individual/firm.
- Evidence of general liability, professional liability, and worker's compensation insurance (can be provided prior to executing SSL's service provider contract - see Section VII, below).

#### VI. COST PROPOSAL AND PAYMENT

Each proposal should include a cost/hour per vehicle and driver, and a total cost for the schedule identified.

SSL may request extra services (hours). The individual or firm shall perform such work at a rate stipulated in writing as. Unless otherwise mutually agreed, such work will be performed only after the SSL has been furnished with an estimate of total costs and authorization to proceed has been granted by the SSL. Each proposal should include an hourly cost for any additional services.

#### VII. CONTRACT AND INSURANCE

Service Provider must enter into SSL Professional Service Agreement (typical attached, Exhibit 1), including insurance requirements.

#### VIII. SUBMITTAL REQUIREMENTS

The submittal forms shall be combined into one document and shall be limited to a 3-page maximum. The submittal should include:

- (a) The individual, team, or firm's name(s).
- (b) Identify the primary point of contact information containing name of individual authorized to represent the organization, email, phone number, and address.
- (c) Statement of Qualifications – Summary of the experience and qualifications of the individual or company, and other critical members of the team including drivers.
- (d) Relevant Experience and References – The firm is required to provide one (1) reference that includes: Project Name and a reference with:
  - Client – Name of agency that contracted for services
  - Point of Contact – Name and contact information for the person who will be able to answer any customer satisfaction questions
  - Date Complete – Date when work was completed.

#### IX. TIMELINE

| EVENT                         | DATE                               |
|-------------------------------|------------------------------------|
| RELEASE RFP                   | Wednesday August 2, 2023           |
| DEADLINE FOR QUESTIONS        | Friday August 4, 2023 at 4:00 pm   |
| RESPONSES TO QUESTIONS POSTED | Monday August 7, 2023, at 5:00 pm  |
| PROPOSALS DUE                 | Tuesday August 8, 2023, at 3:00 pm |
| EVALUATION OF SUBMISSIONS     | Tuesday August 8, 2023, at 3:01 pm |

## X. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The proposal will be evaluated, scored and ranked by the CED Director. Proposals will be reviewed and evaluated using the following criteria and elements:

1. Project Team (5 points).
2. Demonstrated prior experience on similar projects, qualifications, references and past performance (10 points).
3. Fee proposal and approach (10 points).

After evaluation of submissions, interviews, and reference checks (if needed), the selected consultant will be notified. After a mutually acceptable agreement between SSL and the selected company has been negotiated, the consultant will be given a Notice to Proceed with the project, and the consultant shall proceed as required.

The Consultant awarded the contract is required to maintain adequate insurance including general liability, professional liability, worker's compensation, and any other insurance, as required by state law and deemed necessary by SSL Attorney's Office. As applicable, such coverage shall contain additional insured endorsements with waivers of subrogation. Applicants shall submit insurance certificates demonstrating the aforementioned minimum coverage with the Proposal.

If SSL and the selected consultant cannot agree on a satisfactory agreement, SSL reserves the right to terminate negotiations. SSL may then negotiate an agreement with another consultant or SSL may submit another RFP.

SSL reserves the right to reject any and all proposals. In addition, SSL will not reimburse costs associated with the preparation or presentation of the proposals.

## XI. RIGHTS TO PROPOSALS

All proposals, upon submission to SSL, shall become SSL's property for its use as deemed appropriate. By submitting a proposal, the consultant covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. Nothing contained in this RFP shall create any contractual relationship between the consultant and SSL. SSL accepts no financial responsibility for costs incurred by any consultant in responding to this RFP. SSL has the following prerogatives with regard to proposals submitted:

- To accept or reject any or all proposals
- To award all or part of the project at its discretion
- To adopt any or all parts of a proposal
- To utilize any or all ideas from proposals submitted to request additional

- information for the purposes of clarification
- To request additional information for the purposes of clarification
- To correct any arithmetic errors in any or all proposals submitted
- To change the deadline for submitting proposals upon appropriate notification to all consultants receiving the RFP
- To accept or negotiate any modifications to the scope and fee of any proposal following the deadline for receipt of all proposals and prior to contract award
- To waive any irregularity or any non-conformity of proposals with this RFP, whether of a technical or substantive nature

XII. **DISCLOSURE OF CONTENTS**

Upon award of contract, all proposals accepted by SSL shall become a matter of public record and shall be regarded as public. To the furthest extent of the law, those elements of each proposal that are identified by the consultant as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary" shall not be regarded as public. Each element of a proposal that the consultant desires not to be considered a public record must be clearly marked in accordance with the law. Any blanket statement (i.e. regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind SSL in any way whatsoever. If disclosure is required under the Utah Government Records Access Management Act (GRAMA) or otherwise by law (despite the consultant's request for confidentiality), SSL shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

XIII. **NON-DISCRIMINATION CLAUSE**

Affirm that the responding firm does not discriminate against any individual because of race, religion, sex, color, age, disability, sexual orientation, or national origin, and that these shall not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

XIV. **SUBMISSION OF PROPOSALS**

Interested firms or individuals are requested to submit one (1) electronic copy, in PDF format, under 25mb in size, submitted by email of their proposal to SSL's City Recorder, Ariel Andrus: [aandrus@sslc.gov](mailto:aandrus@sslc.gov) or via SciQuest. **Proposals must be received by SSL/SciQuest by 3:00 pm MDT on August 8, 2023.**

**Proposals should be submitted to:**

**Ariel Andrus**  
**City Recorder**  
**[aandrus@sslc.gov](mailto:aandrus@sslc.gov)**

XV. **PROPOSAL DIRECTOR**

SSL's director for this project will be Jonathan Weidenhamer, Community and Economic Development Director. **Questions** concerning the scope and specifications of services should be directed to:

Jonathan Weidenhamer

Community and Economic Development Director City of South Salt Lake  
[jweidenhamer@sslc.gov](mailto:jweidenhamer@sslc.gov)

and Carbon Copied to:

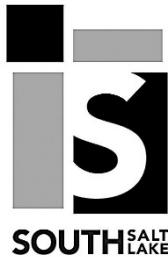
Kerryn Talbot  
Executive Assistant to Jonathan Weidenhamer  
[ktalbot@sslc.gov](mailto:ktalbot@sslc.gov)

The deadline for written questions is 4:00 p.m. August 4, 2023. Responses to written questions will be posted on SciQuest by 5:00 p.m. on August 7, 2023.

XVI. EXHIBITS

1. Typical SSL Service Provider Agreement

# Exhibit 1



*City of South Salt Lake  
220 E. Morris Ave., Suite 200  
South Salt Lake City, Utah 84115  
Phone: (801) 483-6000*

## PROFESSIONAL SERVICES AGREEMENT- XXX DESCRIPTION OF PROJECT XXX

This Professional Services Agreement ("Agreement") is by and between **The City of South Salt Lake**, hereinafter referred to as "THE CITY," and \_\_\_\_\_, hereinafter referred to as "CONSULTANT":

### WITNESSETH:

WHEREAS, the CITY desires to retain a vendor to perform \_\_\_\_\_ and issued a Request for Proposals ("RFP") on XXX, attached as Exhibit X;

WHEREAS, CONSULTANT submitted a response to the RFP on \_\_\_\_\_ and was determined by the CITY to be the most responsive/best value;

WHEREAS, the CITY desires to retain CONSULTANT to perform \_\_\_\_\_ services, as more fully described in Exhibit A, hereinafter referred to as the "Services"; and

WHEREAS, CONSULTANT represents that it has the personnel with technical expertise, experience and knowledge to perform such work for the CITY;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES**

CONSULTANT shall perform and accomplish in a manner satisfactory to the CITY \_\_\_\_\_ as further described in Exhibit A, which is attached hereto and incorporated by this reference. The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

### **2. TIME OF PERFORMANCE**

CONSULTANT shall begin performing the Services upon receipt of this executed Agreement and shall work diligently to complete the Project to the satisfaction of the CITY [by no later than \_\_\_\_\_], in accordance with the terms provided herein.

### **3. COMPENSATION**

A. Compensation - During the term of this Agreement, the compensation paid by the CITY to CONSULTANT for all Services specified herein relating to the Project

shall be in an amount not to exceed \$ \_\_\_\_\_. The method and time of payment shall be as set out below. Any compensation exceeding this amount must be pre-authorized in writing by the Mayor of the CITY.

B. Method and Time of Payment - Payment shall be made in the following manner:

- (i) CONSULTANT shall submit monthly invoices to the CITY for work completed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by CONSULTANT as of the date of the invoice, (c) indicate the total amount charged for each Service during the previous month, (d) indicate the time spent by each of the CONSULTANT's employees and approved subcontractors assigned to the Project during the previous month, and (e) provide a summary of all other direct and indirect costs incurred by CONSULTANT during the previous month that pass to the CITY pursuant to the terms of this Agreement. All such invoices will be based on actual cost incurred.
- (ii) The CITY shall reimburse CONSULTANT within thirty (30) calendar days after the receipt of each invoice.
- (iii) CONSULTANT shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of the CITY for inspection and audit.

C. Compensation After Termination - In the event that this Agreement is terminated as provided below, the CONSULTANT shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The CONSULTANT and any of its subcontractors, agents and legal representatives agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

4. **CHANGES AND ADDITIONAL SERVICES**

This Agreement constitutes the entire agreement between the CITY and CONSULTANT and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement the CITY, by written notice to CONSULTANT, may modify the scope of the Services to be furnished by CONSULTANT under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by CONSULTANT or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to CONSULTANT.

5. **TERMINATION**

- A. The CITY reserves the right to terminate this Agreement at any time with or without cause by giving CONSULTANT advance written notice of such termination.
- B. In the event of any such termination, the CONSULTANT shall deliver to the CITY, as the property of the CITY, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by the CITY or prepared by or for the CONSULTANT under this Agreement.
- C. CONSULTANT may terminate this Agreement at any time with or without cause by giving CITY advance written notice of such termination.

## **6. COPYRIGHT AND OWNERSHIP OF DOCUMENTS**

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items prepared under this Agreement shall vest in the CITY upon payment to the CONSULTANT for all Services rendered herein through the date of the expiration or termination of this Agreement.

## **7. ASSIGNMENT**

The CONSULTANT's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY. However, claims for money due to the CONSULTANT from the CITY under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to the CITY. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of the CITY.

## **8. INDEPENDENT CONTRACTOR**

CONSULTANT will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, CONSULTANT shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from CONSULTANT'S activities under the terms of this Agreement.

## **9. PROHIBITED INTERESTS**

No officer, member or employee of the CITY, no member of the CITY's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest.

## **10. CONFLICTS OF INTEREST**

- A. CONSULTANT hereby certifies that the company and any personnel assigned to work for the CITY under this Agreement are not involved in other community

projects that would pose a conflict to the CONSULTANT's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the CONSULTANT agrees to notify the CITY immediately in writing and discuss the potential issues and work with the CITY to address any potential issues arising from the situation.

B. The CONSULTANT covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

## **11. STATUS VERIFICATION SYSTEM**

A. Pursuant to Utah Code Ann. § 63G-12-302, the CONTRACTOR certifies that it is registered with and participates in a Status Verification System, as defined in the Utah Code, to verify the work eligibility status of its new employees that are employed in the state of Utah. The CONTRACTOR further agrees that it will require any subcontractor performing work on this project to similarly certify that it is registered with and participates in a state-approved Status Verification System to verify the work eligibility status of its new employees that are employed in the state of Utah. The CONTRACTOR will, within five days written notice, provide proof of enrollment and participation in a Status Verification System to the CITY.

B. Alternatively, if CONTRACTOR is a sole proprietor or otherwise has no employees besides the individual performing Services, CONTRACTOR shall, within five days written notice, provide CITY with a signed affidavit confirming that CONTRACTOR:

- (i) is a single individual and has no employees; and
- (ii) is able to provide CITY with verified proof of the individual's legal eligibility to work in the United States.

## **12. INDEMNIFICATION AND INSURANCE**

CONSULTANT expressly agrees to hold and save harmless and indemnify the CITY, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to a breach of this Agreement by CONSULTANT, the Services provided under this Agreement by CONSULTANT or arising from any act or omission of CONSULTANT or of any employee or agent of CONSULTANT.

Before the Project is initiated CONSULTANT shall deliver to CITY a certificate of insurance demonstrating that CONSULTANT has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omission of CONSULTANT, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONSULTANT may be liable.

CONSULTANT shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher, or (ii) otherwise being acceptable to CITY with coverage limits and provisions at least sufficient to satisfy the requirements set forth below. All sureties shall be listed in the Department of the Treasury Circular 570, with bond amounts not exceeding those listed.

- A. Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, and employee. No owner or officer may be excluded.
- B. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability (pollution liability arising out of a hostile fire) with not less than \$2,000,000 per occurrence limit combined bodily injury and property damage, with not less than \$3,000,000 aggregate limit, provided the general policy aggregate shall apply separately to the Contractor on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.
- C. CONSULTANT's Professional Liability (Errors & Omissions): Professional Liability Insurance (Errors & Omissions insurance) for CONSULTANT's liability arising out of the rendering of professional services, including faulty workmanship, or any other professional service, including construction management and design related work in an amount not less than \$3,000,000 each claim, \$3,000,000 aggregate. CONSULTANT shall provide a certificate of insurance verifying coverage for a period of not less than three years after project completion.
- D. Excess Liability Insurance: The amounts of insurance required in the foregoing subsections; this subsection may be satisfied by the CONSULTANT purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.

E. Endorsements

- i. Additional Insured Endorsements: All policies of liability insurance required to be maintained by the CONSULTANT shall be endorsed to name the CITY as an additional insured for ongoing operations (ISO

CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent) (except for insurance policies required in Sections 12(A), and (C)).

- ii. Primary and Non-Contributory Endorsements: The CONSULTANT's insurance coverage shall be a primary insurance as respects to the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- iii. Waiver of Subrogation Endorsements: The CONSULTANT hereby waives any and every claim for recovery from the CITY, Lenders and their respective officers and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement to the extent that such loss or damage is recovered under any such policy. To the extent the foregoing waiver would preclude coverage under any insurance required by Section 12, the CONSULTANT shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed, or to otherwise contain one or more provisions that prevent the invalidation of the insurance coverage by reason of such a waiver.

The certificate(s) of insurance shall be attached to this Agreement as "Exhibit B" and incorporated by this reference.

### 13. **CONFIDENTIALITY**

- A. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- B. Notwithstanding paragraph 13A, the CONTRACTOR recognizes that documents provided to the CITY are subject to the Government Records Access and Management Act (GRAMA), Utah Code Ann. § 63G-2-101 et seq., and that records are presumed public unless appropriately classified as protected, private, or controlled. Any document for which protected or private status is sought should be so marked by the CONTRACTOR to avoid unauthorized disclosure to the public.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are

aware of and shall comply with the aforementioned obligations.

D. Either party that breaches the confidentiality agreement herein shall be liable to the non-breaching party for any damages that result from the breach of confidentiality (including, without limitation, reasonable attorneys' fees).

**14. DEFAULT**

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

**15. GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the State of Utah.

**16. NOTICES**

All written notices to CONSULTANT shall be considered sufficiently given if mailed, delivered in person or transmitted by facsimile machine to:

XXX

All invoices, written reports and written notices given to the CITY shall be considered sufficiently given if mailed, delivered in person, or transmitted by facsimile machine to:

XXX

**17. ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

**18. CONFLICTS WITH TERMS IN EXHIBITS**

To the extent there are any conflicts between the terms in this Agreement and \_\_\_\_\_ (Description of Exhibits), the terms of this Agreement shall supersede those terms. All non-conflicting terms in those exhibits are incorporated by reference into this Agreement.

(signatures appear on next page)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

For CONTRACTOR:

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

For CITY:

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Cherie Wood, Mayor

Attest: \_\_\_\_\_  
Ariel Andrus, City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney