



SARATOGA SPRINGS

Life's just better here

City of Saratoga Springs Request for Proposals

City Entrance Public Art Monument

Issue Date: Wednesday, August 6, 2025

Submission Deadline: Wednesday, September 8, 2025, 5:00 pm

SUBMISSION REQUIREMENTS. Proposals will be received by the City until 5:00 p.m. on Wednesday, September 8, 2025. Proposals may only be submitted through Utah Public Procurement Place (U3P). The City will not accept any proposal submitted by facsimile, or any method other than that stated in the RFP. Any proposal that is received after the due date and time and through U3P will not be accepted. If it becomes necessary to revise the RFP in whole or in part, an addendum will be provided to all proposers on record through U3P.

The City may award a contract based solely upon the merits of the initial proposal, with or without an oral commentary by the proposers. In light of this possibility, proposers should present the most favorable price and service available. If the City deems necessary, a few firms may be selected based on cost, quality, and experience to interview and present to the City.

The information provided herein is intended to assist firms in the submittal of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. Proposers are at liberty and are encouraged to expand upon the specification written herein. The City will not be liable for any costs incurred in the preparation or presentation of the proposal. The City reserves the right to cancel or modify this solicitation at any time it deems necessary, in its sole discretion.

QUESTIONS. All questions regarding this RFP must be submitted in writing through Utah Public Procurement Place (U3P) by 5:00 p.m. on Wednesday, August 27, 2025.

PROJECT LOCATION: See Exhibit "A" attached hereto.

OWNER: City of Saratoga Springs
1307 N. Commerce Drive
Saratoga Springs, UT 84045

Proposals will remain valid for 90 days after submission. The City reserves the right to reject any or all proposals received for any reason. Furthermore, the City reserves the right to change dates or deadlines related to this RFP, and reserves the right to waive any informality or technicality in proposals received when in the best interest of Saratoga Springs.

I. Scope of Project.

The City of Saratoga Springs (“City” or “Saratoga Springs”) is seeking proposals from qualified contractors capable of a design-build project, to design and install a high-quality and impactful welcome monument with public art features for the City entrance on the southwest corner of Crossroads Boulevard and Riverside Drive.

The selected project development team must be capable of providing the design and construction of an original community entrance monument at the designated location that meets the following criteria:

- **Elements** – Use of features that describe and define Saratoga Springs, including “Welcome to Saratoga Springs”, the City logo, City motto “Life’s just better here”, artwork/statuary featuring the heron and other wildlife endemic to the area, and other natural elements and landscaping and/or water features.
- **Signage** – Signs should be clean and legible. Avoid hard to read designs or overly intricate typefaces.
- **Materials** – Use of high-quality, durable, weather-resistant, and low maintenance materials and artwork suitable for public display. Monument feature materials should be compatible with surrounding development and local streetscape. Avoid glossy finishes that create glare and reflections.
- **Colors** – Colors should be selected to enhance legibility for both day and night viewing and use contrast to increase clarity. Colors should be in harmony with surrounding developments and streetscapes and local surroundings.
- **Illumination** – Illumination should be used to enhance legibility while minimizing impact on adjacent uses and roadway operations. Raceways, conduits, and other electrical components should be concealed from public view. Light sources should be shielded and such that the light source is directed away from passerby’s. Light should be directed only at the feature without spillover to adjacent property’s or in a way that could cause glare. Light sources should not be exposed.
- **Digital Features** – No changing, flashing or other electronic digital features shall be used.
- **Maximum Monument Height** – No more than 10 feet tall above finished grade.
- **Sight Distance** – Installation of the monument shall meet required sight distances as found in Saratoga Springs City Code Section 19.06.11.
- **Overall Project Size** – Flexible, making good use of the available land area as identified in #1 above, including the welcome monument, art features and surrounding landscaping.
- **Maintenance Plan** – Provide recommendations for regular maintenance and repairs to sustain the integrity of the monument’s structural and public art features over time. Please provide recommendations for protection of the work from vandalism, how vandalism can be removed from the surface.
- **Design Guidelines** – Provide a set of specific guidelines for the architectural design, artwork elements, signage, and other elements for the construction and

installation of potential, similar entry monuments that may be used for similar, future installations at other unspecified locations. Guidelines shall allow for some flexibility and variances in overall size and use of elements. Design guideline criteria shall include among others the elements listed in section II.A.ii above, and reflect the character of the examples shown in sections 3 and 4 of Exhibit A, Monument Location and Specifications, attached.

- **Project Budget** – The project shall be completed within a \$310,138 Not-to-Exceed Budget. *Once selected*, the project development team shall provide a categorized and itemized pricing structure within their proposals for all monument components, including structures, signage, artwork, etc. This should include detailed pricing for labor costs, specifying hours and rates for all personnel involved; a breakdown of materials and supplies, including quantities and unit costs; itemized equipment rental or purchase costs; and any additional costs that must be clearly identified and justified. All costs must be presented in a clear and transparent manner to facilitate easy review and comparison. Any expenses incurred beyond the Not-to-Exceed Budget will be the sole responsibility of the respondent and will not be reimbursed by the City.

Exhibit “A” displays the site location, City logo and examples of other potential elements of the project.

II. **Contents of Proposal and Evaluation Criteria.**

A. Required content and minimum qualifications.

The proposal must include and will be evaluated on the following:

- i. **Introduction Statement** – Provide primary contact information and introduce your background, highlighting relevant experiences. Express your understanding of the project, including your vision of how the project aligns with the landscape and identity of Saratoga Springs.
- ii. **Qualifications** – Demonstrate your capability and qualifications for providing the design and construction of the entry monument project as defined in the Scope of Project, above.
- iii. **Community Engagement** – Highlight how you can create a public art entry monument that will promote a sense of connection and pride among Saratoga Springs residents, and contribute to the City’s cultural identity.
- iv. **Connection to / Involvement with Saratoga Springs** – The City would like to give preference, with all things being equal, to designers/contractors involved with the design and installation of this project who either live in, have a connection to, or have past involvement with the community of Saratoga Springs. Please describe.
- v. **Previous Work and References** – Present examples of your previous entrance monument projects or public art installations that highlight your capability to deliver an exceptional project that will meet the criteria listed in the Scope of Project, above.
- vi. **Project Budget** – A statement of your team’s ability to work within the Not to Exceed Budget of \$310,138.

- B. Proposals are limited to 10 pages and must be submitted as one single PDF. Submissions that are received as multiple attachments will not be considered. Respondents should save their proposal with the following title line (First and Last Name _ Saratoga Springs City Entrance Monument Proposal).
- C. If respondent proposes to use a third party (subcontractor, sub-consultant, etc.) for completing all or a portion of the scope of work requirements, state the name and identify the portion of the scope of work to be completed by a third party.
- D. The City reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. The award of a contract will be subject to approval by City Council.

III. Selection Process.

- A. Proposals will be evaluated on the criteria listed in Section II, Contents of Proposal and Evaluation Criteria, above. The selection committee will consider all documents, the presentation/interview if applicable, response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination.
- B. Following completion of the evaluation and establishment of the ranking, negotiations for contract purposes may be initiated with the top ranked respondent. In the event that an agreement is not reached, the City may enter into negotiations with the next highest-ranked respondent.

IV. Saratoga Springs City Professional Services Agreement Required.

- A. The successful respondent(s) will be required to enter into Saratoga Springs Professional Services Agreement. A form of the standard agreement is attached to this RFP as **Exhibit “B”** and incorporated herein. A separate contract may be entered into for the design and construction portions of the project, if necessary.
- B. A respondent must be authorized to do business in Utah at the time of contract execution. If respondent's address is within the 84045 zip code, a valid City business license is required.

V. General Provisions.

- A. No Representations or Warranty. It is the responsibility of each respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at respondent's own risk and no representation or warranty is made by the City regarding the materials in the RFP.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the respondent. The City assumes no liability for

any costs incurred by respondents throughout the entire selection process.

- C. Equal Opportunity. The City is committed to ensuring equitable and uniform treatment of all respondents throughout the advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same fundamental information.
- D. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of the City and will not be returned to the respondent.
- E. Modification of RFP. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. The City will provide written notice to respondents of any cancellation and/or modification.
- F. Financial Responsibility. No proposal will 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. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.
- G. Local Businesses. The City's policy is to make reasonable attempts to promote local businesses by procuring goods and services from local vendors and service providers, in compliance with Federal, State, and local procurement laws.

VI. Exhibits

Exhibit A: Monument Location and Specifications

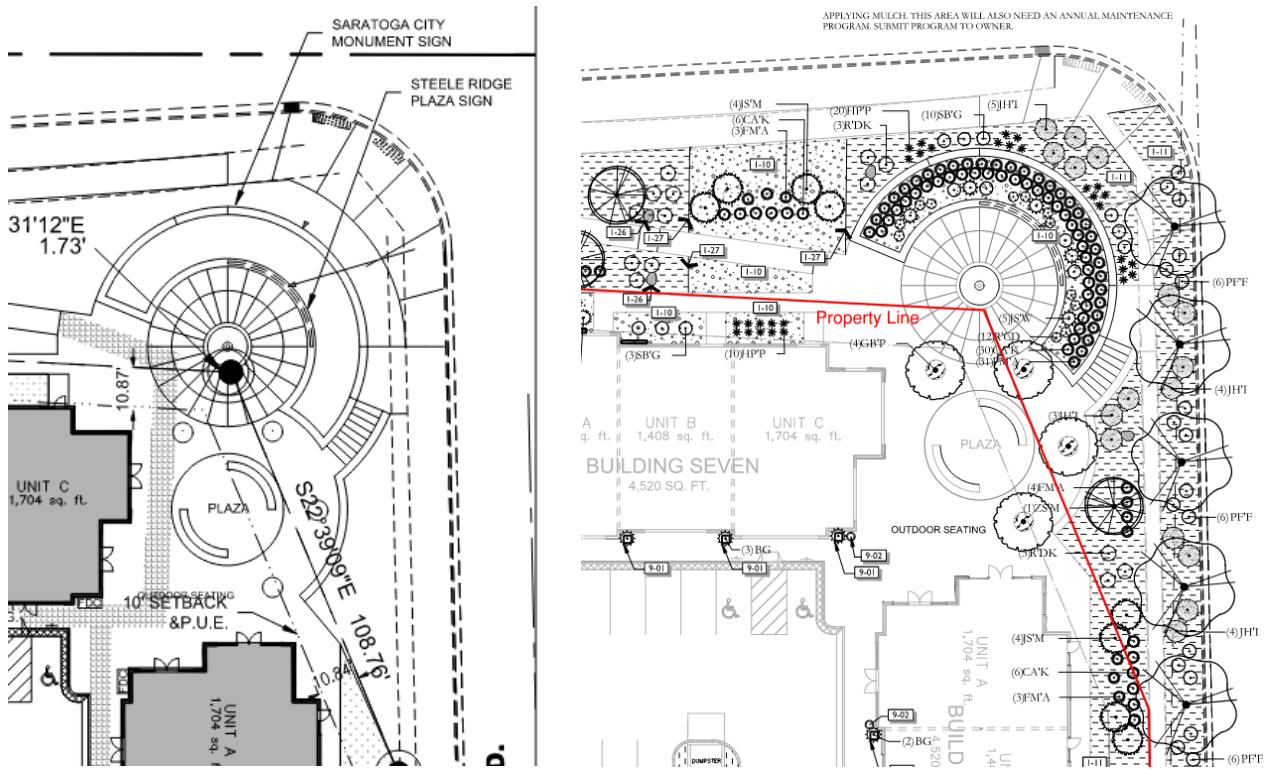
Exhibit B: Draft Professional Services Standard Agreement

EXHIBIT "A"
Monument Location and Specifications

1. Aerial of Monument Location - SW corner of Crossroads Boulevard and Riverside Drive



2. Steele Ridge Development Site Plan – NE Corner (concept only)



3. Welcome Sign: Sign shall include a "Welcome" as well as an approved use of the City Logo following branding requirements. Below are examples of the use of City Logo and Motto:



Welcome to
SARATOGA
SPRINGS

Life's just better here

WELCOME
to
SARATOGA
SPRINGS

Life's just better here



4. Examples of potential elements: Water feature, heron sculpture/statuary, landscaping





5. The project shall include the following:

- **Elements** – Use of features that describe and define Saratoga Springs, including “Welcome to Saratoga Springs”, the City logo, City motto “Life’s just better here”, artwork/statuary featuring the heron and other wildlife endemic to the area, and other natural elements and landscaping and/or water features.
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streetscape. Avoid glossy finishes that create glare and reflections.

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- **Digital Features** – No changing, flashing or other electronic digital features shall be used.
- **Maximum Monument Height** – No more than 10 feet tall above finished grade.
- **Sight Distance** – Installation of the monument shall meet required sight distances as found in Saratoga Springs City Code Section 19.06.11.
- **Overall Project Size** – Flexible, making good use of the available land area as identified in #1 above, including the welcome monument, art features and surrounding landscaping.

EXHIBIT "B"

SARATOGA SPRINGS PROFESSIONAL SERVICES AGREEMENT

This CITY ENTRANCE PUBLIC ART MONUMENT AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 202____, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and _____ ("Contractor"), _____ [insert address].

PURPOSE: The City desires to partner with a contractor to design and construct a City inspired public art monument ("Artwork") at the entrance to the City located on Crossroads Blvd. ("Project"). The City issued a Request for Proposals ("RFP") describing the services in more detail, a copy of which is attached hereto as **Exhibit A** and incorporated as part of this Agreement. The Contractor submitted a proposal for services to be performed which is attached to this Agreement as **Exhibit B** and incorporated as part of this Agreement. Contractor has considerable experience and the ability to perform the services desired. The City has selected the Contractor to provide the services in an experienced, professional, and competent manner at no cost to the City as an independent contractor of the City in accordance with the City's Request for Proposal and the Contractor's Proposal. Contractor represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah to perform the services.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

AGREEMENT TERMS

1. GENERAL DESCRIPTION OF THE WORK AND SERVICES.

1.1. Nature and Location of the Project. The Project and scope of work is set forth in the Request for Proposal dated _____, as attached hereto as **Exhibit A**, and Contractor's Proposal, as attached hereto as **Exhibit B**. To the extent that this Agreement document conflicts in any way with **Exhibit A** or **Exhibit B**, the Agreement shall control. To the extent that there is a conflict in the terms of **Exhibits A and B**, **Exhibit A** shall control.

1.2. Services of Contractor. City hereby agrees to retain Contractor, and Contractor hereby agrees to perform the following services:

1.2.1. Contractor accepts professional responsibility to provide the services as provided in Exhibit A and Exhibit B.

1.2.2. Contractor shall assign or designate _____ as Contractor's Project Manager. He/she or his/her successor as Contractor's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.3. Contractor's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

2. BASIC SERVICES. The Contractor's Basic Services for the project are described in the proposal attached as Exhibit B and Exhibit A.

3. CITY'S RESPONSIBILITY.

3.1. Information. City Representatives or other representatives will be made available for meetings, interviews, or reviews as needed and at such other times as the Contractor shall reasonably request.

3.2 Notification of Fault, Defect, or Deficiency. If the City becomes aware of any fault, defect, or deficiency in the Project, it shall give prompt written notice thereof to the Contractor.

4. COMPENSATION. The total compensation under this Agreement shall not exceed \$ _____, unless agreed to in writing between the Parties.

5. OPERATING REGULATIONS. The Contractor shall operate in compliance with all applicable City, state, and federal laws and regulations and City requirements related to parking, notices, equipment, and other any other concerns or issues as may be specified in **Exhibit C.**

6. WARRANTIES BY CONTRACTOR. Contractor represents and warrants to City that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, that it has the power to enter into and perform this Agreement, that its performance of this Agreement shall not infringe upon or violate the rights of any third party, and that its performance of this Agreement shall not violate any federal, state, or municipal laws.

7. PERIOD AND TERMINATION. This Agreement shall remain in effect for a period of 24 months and shall automatically renew for successive 24-month periods unless either party provides written notice to the other of its intention not to renew at least 90 days prior to the end of the then-current period or otherwise terminated in accordance with this Agreement.

The Parties agree that this Agreement will automatically terminate upon the completion of the Services contemplated by this Agreement, and that either party may terminate this Agreement for any reason upon 60 days' written notice, upon which termination, Contractor shall expeditiously remove all equipment from City property and rights of way and shall restore any impacted City property to the previous condition.

8. CITY REPRESENTATIVE. The City Representative designated herein, or as designated subsequently in writing to the Contractor, shall assist in the administrative management of this Agreement, ensure that the work to be performed by Contractor is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement.

9. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), sent by facsimile transmission, or sent by electronic mail with a Delivery Receipt, to the parties at the following addresses:

Contractor Contact Name: _____

Company Name: _____

Address: _____

City, State: _____

Email address: _____

Fax: _____

Telephone: _____

City Representative: _____

City of Saratoga Springs

1307 N. Commerce Drive, Suite 200

Saratoga Springs, Utah

Email address: _____

Facsimile: _____

Telephone: _____

10. DIRECTION OF WORK AND DISPUTES.

10.1. Written Communication. Contractor shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written approval from the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Contractor shall not rely on any verbal communication.

10.2. Review. The City shall have the right to review all plans of Contractor and hereby retains the right to request Contractor to make reasonable modifications, which modifications shall be made.

10.4. Disputes.

10.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided in writing by the City. The written decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt of such written decision by personal service, facsimile, email, or mail, the Contractor shall serve the City a written appeal addressed to the City Representative. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Representative shall be final and conclusive.

10.4.2. If the decision of the City Representative does not resolve the dispute, the dispute shall be subject to mediation or arbitration. The Contractor may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation or arbitration take place within sixty (60) days of service of notice. The mediation or arbitration shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation or arbitration does not occur within sixty (60) days after service of notice, or the mediation or arbitration has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice. Both parties shall equally share the costs of mediation or arbitration.

11. INTELLECTUAL PROPERTY. The Contractor hereby assigns, transfers, and conveys to the City all rights, title, and interest in and to the created Artwork, including but not limited to all intellectual property rights, copyrights, and any associated moral rights, upon completion of the Project.

11.1. **Scope of Rights.** This assignment includes the right to reproduce, distribute, publicly display, and create derivative works of the Artwork, in any media known or hereafter developed, in perpetuity.

11.2. **Warranties.** The Contractor warrants that the Artwork is original, does not infringe upon any third-party rights, and has not been previously assigned or licensed to any other party.

11.3. Moral Rights. The Contractor hereby waives any and all moral rights in the Artwork to the extent permitted by law, acknowledging that the City may modify or use the Artwork as it sees fit.

11.4. Further Assurances. The Contractor agrees to execute any additional documents and take any further actions necessary to effectuate the assignment of the rights as set forth in this Section 11.

12. ASSIGNMENT, SUBCONTRACT. This Agreement shall not be subcontracted or assigned without the prior written approval of City.

13. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Contractor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Contractor. Any materials for which Contractor claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Contractor explaining Contractor's claim of exemption from disclosure. The City will make reasonable efforts to notify Contractor of any requests made for disclosure of documents submitted under a claim of confidentiality. Contractor may, at Contractor's sole expense, take any appropriate actions to prevent disclosure of such material. Contractor specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

14. IMMIGRATION STATUS VERIFICATION. The Parties recognize the statutory requirements of Utah Code section 63G-12-302 that prohibits City from entering into any contract for the performance of services with any entity that does not register with and participate in a federally approved immigration status verification system to ensure that the entity's employees are legally authorized to work in the United States. As the provider of services on behalf of City, in accordance with Utah Code section 63G-12-302, Contractor certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs, workers who are not legally authorized to work in the United States. Contractor agrees to require all its employees to provide proof of their eligibility to work in the United States and agrees to use all reasonable means to verify that proof. Contractor acknowledges that failure to participate in a status verification program may be grounds for termination of this Agreement.

15. INSURANCE AND INDEMNIFICATION.

15.1. Insurance. Contractor, at its own cost and expense, shall secure and maintain the following policies of insurance:

15.1.1. Contractor will maintain no less than the minimum insurance coverage required in Exhibit A throughout the term of the Agreement naming City as an additional insured. Insurance coverage shall include the coverages, endorsements, and limits per current City policies and Exhibit A. To the extent there is a conflict between current City policies and Exhibit A, current City policies shall be applicable.

15.2. Indemnification and Hold Harmless.

15.2.1. The Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, agents, employees, volunteers, and affiliates, from and against all lawsuits, claims, damages, costs, expenses, attorney's fees, damages to property, bodily injury, personal injury, or claims for environmental impairment or pollution by reason of or in the course of performing the Work caused by any willful, negligent, or wrongful acts or omissions of the Contractor, any of the Contractor's employees or any subcontractor, or the Contractor's violation of law, administrative regulation, breach of this Agreement, or failure of performance hereunder.

15.2.2. The City, in its sole discretion, may choose to tender its own defense pursuant to Paragraph 14.2.1. In such an event, Contractor agrees to pay City's reasonable costs, expenses, and attorney's fees incurred in such defense. If City chooses to use in-house counsel, Contractor agrees that City's attorney's fees shall be calculated by multiplying the time spent by the average hourly rate charged by a Utah attorney having the same experience and level of expertise as City's in-house counsel.

16. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 et seq., (the "Act"). All claims against the City or its employees, officers, and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

17. APPLICABLE LAWS, VENUE. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

18. ANTI-BOYCOTT. In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any “economic boycott” nor a “boycott of the State of Israel” as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Agreement, and that if it does, it shall promptly notify the City in writing.

19. FORCE MAJEURE. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

20. SEVERABILITY; WAIVER. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

21. ENTIRE AGREEMENT; AMENDMENTS. This Agreement represents the entire and integrated agreement between the City and the Contractor, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

22. INDEPENDENT CONTRACTOR. Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Contractor shall not enter into any contract or commitment on behalf of City. Contractor further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

23. THIRD PARTY BENEFICIARIES. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Contractor. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

24. TITLES AND CAPTIONS. The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend

or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

CITY OF SARATOGA SPRINGS

MARK J. CHRISTENSEN
CITY MANAGER

ATTEST:

CITY RECORDER

City Attorney

Approved as to form:

CONTRACTOR

By _____

Title _____

ATTEST:

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 ss.
County of)

On the _____ day of _____, 20_____, personally appeared before me
_____ and did say that he/she is the
_____ of _____, a
_____ (state) limited liability company/corporation, and that the foregoing
instrument was signed on behalf of said corporation by authority of a resolution of its board of
directors or managing members, and said persons acknowledged to me that said
corporation/limited liability company executed the same.

NOTARY PUBLIC, residing in:

My Commission Expires: