

Springville City RFP #2020-05

Request for Proposals to Prepare a Historic Building Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Historic Springville Carnegie Library – 175 South Main Street, Springville, Utah.

INFORMATION & REQUIREMENTS

1. OBJECTIVE

Springville City is soliciting competitive sealed proposals from qualified consultants to prepare a Historic Building Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Springville Carnegie Library – 175 South Main Street, Springville, Utah.

2. BACKGROUND The selected consultant shall prepare a Historic Building Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Springville Carnegie Library.

This project is funded through Certified Local Government (CLG) funding, in accordance with the requirements established by the National Park Service and the Utah State Historic Preservation Office (SHPO).

For a more complete description of product and/or service requirements refer to Exhibit “A” of the attached SAMPLE AGREEMENT.

3. PROPOSAL SUBMISSION

Sign and submit the Proposal Response Cover Sheet (ATTACHMENT 1). Proposal must be signed by a duly authorized officer or agent of the Proposer’s company empowered with the right to bind the Proposer for the amounts estimated and terms proposed. The Proposer must also provide evidence of the authority of the officer or agent to bind the Proposer. Submit all required information as outlined in the Proposal Content & Evaluation Criteria section of ATTACHMENT 2.

Submit all materials via

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

No physical submissions will be accepted.

Submission Deadline: Sciquest cannot accept proposals received after the deadline, please start the submission process early to allow time to address any technical issues.

No information regarding the proposals will be made public until contract negotiations have been completed and a formal contract has been awarded.

4. WITHDRAWAL OF PROPOSALS

- a. A Proposer may request withdrawal of their proposal under the following circumstances.
 - i. Proposals may be withdrawn by written request to Owner received no later than the day and hour set for opening of proposals. The proposal will be returned unopened.
 - ii. Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the City Purchasing Manager, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc.
- b. A Proposer who is permitted to withdraw a proposal shall not supply any material, labor or perform any subcontract or other work agreement for any type of compensation for the person or firm to whom the contract is awarded. A Proposer who is permitted to withdraw a proposal shall not otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

5. ERRORS IN PROPOSALS

- a. Estimates of cost submitted with this proposal are to be used as a tool to assess proposer's assessment of the scope of work and level of effort required, not a set bid to do the work. Proposers will not be required to perform for the price quoted, but this price will serve as a basis when negotiating a final contract.

Nevertheless, corrections in price must be initialed by an authorized representative. Carelessness in quoting prices or in the preparation of the proposal will not relieve the Proposer from the expectation to perform in the manner and for the price

quoted. Proposers are cautioned to recheck their proposal for possible error. Errors discovered after public opening cannot be corrected and the Proposer will be evaluated accordingly.

6. CONDITIONAL PROPOSALS

- a. Conditional proposals are subject to rejection in whole or in part.

7. ADDITIONAL INFORMATION

Any questions concerning the services specified in this Request for Proposal must be submitted through Sciquest. For additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, contact Bruce Riddle, Finance Director, at 801-489-2708.

All questions requesting clarification or interpretation of any section or sections this specification must be submitted through Sciquest by the date indicated. Questions received after such date will not be considered.

ATTACHMENT 1

Proposal Response Cover Sheet

PROPOSAL FOR Preparation of a Historic Building Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Historic Springville Carnegie Library – 175 South Main Street, Springville, Utah. The undersigned, having carefully read and considered the Request for Proposal, does hereby offer to perform such services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: an individual a partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____

(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____ City

_____ County _____

State _____ Zip Code _____

Telephone _____ Email Address _____

ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL CONTENT & EVALUATION REQUIREMENTS LISTED IN THE NEXT SECTION

ATTACHMENT 2

PROPOSAL CONTENT & EVALUATION CRITERIA

Preparation of a Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Springville Carnegie Library – 175 South Main Street, Springville, Utah.

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

I. QUALIFICATIONS

A. A statement of the firm's experience and qualifications to meet the requirements of the City as outlined herein. State whether or not you meet all standards and requirement set forth in the Code of Federal Regulations Procedures for State, Tribal and Local Government Preservation Programs (36 CFR 61). Include a general overview and history of your company and where you do business.

B. Detail your firm's experience in providing the services requested herein

C. Identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.

D. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

II. PROPOSED APPROACH TO PROJECT

A. A statement of your understanding of the project and a general description of your proposed approach to the project's scope of services.

B. A tentative schedule for completing the work by the required deadline.

C. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related to or helpful to this project. If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected Consultant, please explain what modifications would be necessary to achieve such better pricing and/or service.

III. CRITERIA RATING MATRIX

	SCORING CRITERIA	POINTS
I. QUALIFICATIONS		
A. General experience/qualifications	Does the responder meet the general qualifications and 35 CFR 61 standards	15
B. Specific experience	Did the responder address their experience with each scope element.	25
C. Subcontractors	Did the responder include complete information on each subcontractor? Is the subcontractor experienced in the assigned scope items? If no subs, award full points	10
D. Additional special skills	Area any additional skills applicable and useful to the project?	5
		Subtotal: 55
II. APPROACH		
A. Project understanding	Did the responder communicate a thorough understanding of the project and is the approach likely to produce acceptable deliverables.	20
B. Schedule	Is the project schedule realistic and reflect CLG Program deadlines? Does time allocated to each task reflect an understanding of the project?	20
C. Innovative approach	Did the responder provide innovations in approach or services that will yield additional value to the project.	5
		Subtotal: 45
		Total: 100

IV. PROPOSED FEES

Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars. The total allocated budget for this project is \$19,100.

A. State an offered not-to-exceed price for the project.

B. In addition, itemize the cost of project work items which make up the total price for the project. Detail all services to be performed for the price offered and include charges/rates to be billed for the labor, meetings, telephone calls, printing and travel.

V. OTHER REQUIRED INFORMATION & MATERIALS

Oral interviews may be conducted with one or more prospective consultants. The decision of the city's selection committee shall be final and conclusive.

SUBMISSION AND AWARD PROCESS

I. AWARD BY WRITTEN AGREEMENT

The selected offeror shall be required to enter into a written agreement in substantially the form as shown in the attached SAMPLE AGREEMENT (ATTACHMENT 3) which shall be the basic form used to develop the final agreement.

- Signature on the Proposal Cover Sheet acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror has any exceptions to the Sample Agreement, the offeror must follow the procedures stated under Paragraph V, EXCEPTIONS.

II. PREPARATION OF PROPOSALS

A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

IV. PROPOSAL INFORMATION

A. Discussions with Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

D. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.

V. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

VI. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated ("GRAMA"). The City generally considers proposals and all accompanying material to be public and subject to disclosure. Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Section 63G-2-305 of GRAMA, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. The City is not obligated to notify the offeror of a request to see the offeror's proposal, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.

ATTACHMENT 3

SAMPLE AGREEMENT

Preparation of a Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Springville Carnegie Library – 175 South Main Street, Springville, Utah.

THIS AGREEMENT is between SPRINGVILLE CITY CORPORATION, a Utah municipal corporation (“City”), and _____, a _____ (“Consultant”), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. Consultant desires to prepare a Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Springville Carnegie Library – 175 South Main Street, Springville, Utah.
2. City desires to engage Consultant for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Consultant shall prepare a Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Springville Carnegie Library – 175 South Main Street, Springville, Utah. This Agreement shall be effective on the date of execution, and unless terminated pursuant to other provisions hereof, shall remain in effect until all such work is completed.

This is a non-exclusive contract and City reserves the right to acquire the services, at its discretion, from other sources during the term of this Agreement.

2. For services provided to City, Consultant shall be paid as specified under Exhibit “B” (Price Schedule).
3. For such consideration, Consultant shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.
4. The following insurance requirements apply to this Agreement:

Proposer shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating

Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, shall name Owner as additional insured with waiver of subrogation:

a. The Proposer's Worker's Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project and the Proposer's Employer's Liability Insurance shall be written for not less than \$1,000,000. Any officer or owner excluded may not work on city premises. Proposer shall waive rights of subrogation against the city.

b. The Proposer's Commercial Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence, including leased, hired non-owned and employee non-owned vehicles. City shall be named as an additional insured. Proposer shall waive rights of subrogation against the city.

c. The Proposer's Commercial General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence. Completed Operations insurance must be kept in effect for 2 years after completion of work. City shall be named as an additional insured for ongoing and completed operations. Coverage shall apply on a primary and non-contributory basis. Proposer shall waive rights of subrogation against the city.

d. The Proposer's Professional Liability for all engineering and design activities shall be written with limits of no less than \$2,000,000 each occurrence. Coverage shall be kept in effect 2 years after completion of work.

e. The Proposer shall not commence Work under this Agreement until all of the insurance required herein shall have been obtained by the Proposer. The Proposer shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

5. Consultant shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Identity Documents and Verification Act. Any violation of applicable law shall constitute a breach of this Agreement and Consultant shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

6. City may cancel this Agreement for any reason and without any liability therefore, upon giving Consultant thirty (30) days prior written notice. Such notice shall be sent to the last known address of Consultant.

7. City may, without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided in paragraph 6 above, terminate this Agreement for cause in the event Consultant fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven (7) days after written notice from City of such failure.

8. If this Agreement is canceled or terminated as provided herein, City shall pay Consultant on the basis of actual services satisfactorily performed as calculated by City.

9. Consultant, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Consultant shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Consultant's intentionally wrongful, reckless, or negligent performance hereunder. If City's tender of defense, based upon this indemnity provision, is rejected by Consultant, and Consultant is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Consultant shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Consultant to indemnify the indemnitee against the indemnitee's own negligence.

11. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. 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 Consultant 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 Consultant. Any materials for which Consultant claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Consultant explaining Consultant's claim of exemption from disclosure. City will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of

confidentiality. Consultant may, at Consultant's sole expense, take any appropriate actions to prevent disclosure of such material.

Consultant specifically waives any claims against City related to disclosure of any materials required by GRAMA.

12. Consultant is not an employee of City for any purpose whatsoever. Consultant is an independent contractor at all times during the performance of the services specified herein and shall be required to sign the Springville City Independent Contractor Liability Waiver and Hold Harmless Agreement included in this sample agreement.

13. All notices shall be directed to the following addresses:

Josh Yost
Springville Community Development
110 South Main
Springville, UT 84663

14. This Agreement shall not be assigned by either party without the prior written consent of the other party.

15. Consultant's obligations are solely to City and City's obligations are solely to Consultant. This Agreement shall confer no third party rights whatsoever.

16. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Consultant and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Consultant's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Consultant that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

17. Any ambiguity in this Agreement shall be construed in favor of City.

18. This Agreement shall be enforced in and governed by the laws of the state of Utah.

**Springville City Independent Contractor
Liability Waiver and Hold Harmless Agreement**

I, _____, have agreed to provide services, as an independent contractor, to Springville City, a municipal corporation of the State of Utah, hereafter referred to as "The City." As a condition precedent to performing such services and in consideration of payment to be received for such services, I recognize, understand, and covenant as follows:

1. I am working as an independent contractor and not as an employee, officer, or agent of The City and am not entitled to any benefits provided to employees of The City.
2. I am solely responsible and liable for any and all taxes, insurance costs, interest, assessments, penalties, damages, attorney fees, or other costs which may arise from the performance of these services or activities.

Accordingly, I understand that The City will not withhold any federal, state, or local taxes, including FICA, nor will The City provide any unemployment compensation, worker's compensation coverage, or insurance coverage. I certify that I have adequate insurance coverage, including health and accident, for any injuries I may sustain while providing said services.

3. I hereby waive, personally release, hold harmless and forever discharge any and all claims for damages for personal injury, including death, or property damage which I may have, or which may hereafter accrue to me, against The City as a result of my performance of services for the City as an independent contractor. Further, I shall defend, indemnify and hold The City harmless from and against all claims, liabilities, loss and expense, including reasonable costs, expenses and attorney's fees incurred, which arise by reason of my acts or omissions in the performance of said services.

4. This release is intended to discharge The City and its officers, agents, employees and volunteers from and against any and all claims arising out of or connected in any way with my performance of services for The City as an independent contractor.

5. I have read this Liability Waiver and Hold Harmless Agreement, and understand the terms used in it. I also understand that by signing this document, I may be giving up legal rights which I, or others claiming through me may have now or in the future. It is further understood that accidents and injuries can arise out of performance of these services; knowing those risks are inherent to the nature of the work to be performed, I nevertheless hereby agree to assume those risks and to release and to hold harmless all persons or agencies mentioned above who

might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

6. This Liability Waiver and Hold Harmless Agreement is freely and voluntarily given with the understanding that rights to legal recourse against The City are knowingly given up in return for The City's agreement to contract with me for the provision of these services.

THIS IS A RELEASE OF YOUR RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING

Dated this day of ____ , 20____.

WITNESSED FOR SPRINGVILLE CITY: INDEPENDENT CONTRACTOR:

By: _____ By: _____

EXHIBIT "A"

SCOPE OF WORK

A. RESPONSIBILITIES OF CONSULTANT

Consultant shall prepare a Historic Building Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Historic Springville Carnegie Library – 175 South Main Street, Springville, Utah. Responsibilities of Consultant shall include, but not be limited to, the following:

1. Consultant shall prepare a Condition Assessment and Recommendation Report, and Design and Engineering for an Accessibility Plan for the Springville Carnegie Library – 175 South Main Street, Springville, Utah, in accordance with the applicable Standard Operating Procedures for Nation Register Nomination and other requirements as required by the Utah State Historic Preservation Office (SHPO), and the Secretary of the Interior's Standards for Historic Preservation. Work that does not meet SHPO standards, or standards required by City's Planning Division, will be ineligible for reimbursement.
2. Work performed under this Agreement shall meet all standards and requirements set forth in the Code of Federal Regulations Procedures for State, Tribal and Local Government Preservation Programs (36 CFR 61).
3. Consultant shall meet with City representatives regarding any and all aspects of this Agreement at the request of City.

B. DELIVERABLES

Consultant shall provide City with the following.

1. Condition Assessment and Recommendation Report
 - a. Building History and Evolution
 - b. Building Assessment and Recommendations
 - i. Exterior Envelope (i.e., masonry walls, foundation, windows, doors, roof, etc.)
 - ii. Interiors (i.e., room by room to include: flooring, ceiling, walls, doors, millwork, lighting, windows, etc.)
 - iii. Mechanical
 - iv. Electrical
 - v. Plumbing
 - vi. Structural (to include general seismic assessment for gravity loads and lateral loads)

- vii. Building Code assessment (to include life-safety analysis, accessibility and egress at a minimum)
 - c. Site Options for Future Development
 - d. Phasing Options for Renovating the Building
 - e. Cost Estimates
 - f. Funding Sources (grants, loans, etc.)
 - 2. Design and Engineering for Accessibility plan
 - a. Good, better, best options to upgrade the building to meet ADA requirements
 - b. Cost estimate for each option

A. The data used in compiling, and the results of, any tests, surveys or inspections, as well as all photographs, drawings, renderings, schedules, data processing output, computations, studies, audits, reports, models, and other items of like kind prepared by Consultant, its employees and consultants, shall be the property of the City on which City shall own the copyright. Consultant may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to City upon completion of the work and before final payment is made. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement.

EXHIBIT "B"

PRICE SCHEDULE

I. GENERAL

A. Fee stated shall include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

B. City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.

C. Fee stated shall be firm for the full term of this Agreement.

II. FEE

This portion will be completed after the conditional award of the contract. Total price is referred to below as "Total Contract Value."

III. INVOICING AND PAYMENT

A. City shall pay Consultant for all products and services provided by Consultant pursuant to this Agreement. Invoices shall be submitted to:

Josh Yost
Springville Community Development
110 S Main Street
Springville, UT 84663

B. Progress payments for the project shall be made according to the payment schedule set forth below. The total price to be paid for all services provided by Consultant pursuant to this Agreement shall not exceed the "Total Contract Value."

1. A twenty percent (20%) retainer shall be paid to Consultant by Springville City at the outset of the contract period.

2. The remaining funds shall be paid in monthly installments as portions of the scope of work are completed, and an invoice for such work is submitted.

3. A minimum twenty percent (20%) shall be held by the City until all work items are completed and submitted to the City and approved by the SHPO.