

**CITY OF PAGE
REQUEST FOR QUALIFICATIONS (RFQ)
FOR
DOWNTOWN STREETScape MASTER PLAN**

BACKGROUND

The City of Page, Arizona (City) is seeking qualified consultants to enter into a contract with for the creation of a comprehensive planning and implementation document to be titled the Page Downtown Streetscape Master Plan (Streetscape Plan). The creation of the plan involves determining and designing suitable projects that enhance the streetscape of the Page downtown area through public outreach, and incorporation of prior and future planning documentation.

I. SCOPE OF WORK

The scope of work includes, but is not limited to, the following components:

1. Conducting robust community engagement which includes gathering and incorporating input from residents, property owners, stakeholders and community groups
2. Preparation of a base map that includes street dimensions, widths, lane configurations, building footprints and land survey
3. Investigation into all existing and future planning documentation to improve urban design, connectivity, accessibility, and enhance multi-modal forms of transportations
4. Create implementation and partial design documentation to improve streetscape portions in the redevelopment area. Improvements should incorporate parking solutions, road striping, landscaping, benches, bike racks, lighting, trash receptacles and other components that enhances streetscape functionality and beautification
5. Designing traffic calming measures as well as parking solutions that could include lane reconfiguration and on street parking
6. Identify specific projects that improve the aesthetics of the downtown Page area to promote economic development and foster community pride
7. Consideration of gateway signage, public art, design, and branding strategies that may be able to enhance the identity of the City and specific area
8. Improving the downtown corridor to enhances and support city events such as farmers markets, vending kiosks, shows and other large gatherings
9. The Downtown Master Streetscape Plan should prioritize projects based on cost effectiveness, timeliness, scale of transit improvement, public safety, and benefit to the community. Additionally, the plan should identify cost estimates, phasing, timelines, as well as a process to evaluate successful implementation of the Streetscape Plan
10. Outside funding sources and grants should be considered when recommending projects of the Streetscape Plan

11. Consultant shall recommend policies, mechanisms, and strategies allowed by law which can be used to fund and finance additional infrastructure and public services such as special taxing districts, development fees, in lieu fees, or facility construction. Any policy recommendation will result in beneficial use to development and a reasonable relationship to the cost to the municipality to provide required public services
12. Deliverables will include:
A review of existing conditions, public outreach, and development of a Streetscape master plan incorporating all scope components. Fifteen bound copies of the Final Council-Adopted Downtown Streetscape Masterplan as well as a digital version of the final plan. All exhibits and GIS maps shall also be conveyed.

II. SUBMISSION REQUIREMENTS

The following outlines this request for qualifications. All items must be addressed in order for the submittal to be considered responsive. Incomplete or nonresponsive submittals will not be ranked. Submittals must not exceed 10 pages, excluding the cover letter. Please address the items in the order listed here.

1. Cover Letter:
Provide an introduction letter identifying the firm. Briefly summarize any distinguishing qualities or capabilities that uniquely qualify the firm for this design project.
2. Executive Summary: Please include:
 - a. Qualifications of the individual or firm.
 - b. Project manager and his/her experience.
 - c. Project timeline, specifically including when the team can start the project, project progress and a completion date. The timeline of the successful Proposer will be incorporated into the negotiated contract.
3. Statement of Qualifications: one or two pages indicating the competence and experience of the firm or team including:
 - a. Experience in designing streetscape plans, masterplans, specific area plans or similar.
4. Previous Experience: one or two pages containing:
A list of 3 past clients, including federal, state and local governments, and similar projects. Information should include, at a minimum, the following in order to expedite reference checks during the scoring process:
 - a. Name of project and location
 - b. Owner/Client's name
 - c. Owner/Client's address
 - d. Contact name
 - e. Phone number
 - f. Contract award date
 - g. Contract completion date
 - h. Dollar amount of the project
5. Response to the Scope of Work: information concerning this project and the design process.

III. TIMELINES

Tentative anticipated timelines are as follows:

1. Submittals are due Monday, August 19, 2019
2. Top candidates may be interviewed at City's discretion during the week of August 26, 2019
3. Staff selected firm's contract terms will be presented to City Council on September 11th for action
4. Selected consultant team to begin project no later than September 23, 2019 to immediately begin visioning, research, and meetings
5. Entire project is to be completed within ten (10) months of Notice to Proceed

Dates are subject to change.

IV. COST

This will be a fixed rate contract. Cost plus contracts are not allowed. The deliverables are expected to be fully completed by the date that will be stipulated in the contract.

V. INSURANCE

Consultant will meet the insurance standards in the attached sample contract.

VI. DEADLINE FOR SUBMISSION

To be responsive, one original and two copies of the submittal must be received at Page City Hall Attn: Kim Larson, City Clerk, P.O. Box 1180, 697 Vista Avenue, Page, AZ 86040, no later than 4:30 p.m., Monday August 19, 2019. Submittals shall be identified as "Downtown Streetscape Master Plan." Submittals shall be sealed and labeled "Downtown Streetscape Master Plan." Any submittal received after the deadline shall be returned unopened. It is the sole responsibility of the Proposer to assure that the submittal is received on time. Faxed submittals will not be accepted.

Submittals will be opened publicly at 4:35 p.m. on Monday August 19, 2019. Only the names of the Proposers will be read aloud at that time.

VII. PROPOSAL RANKING/SELECTION PROCESS

Submittals will be ranked by representatives of the City of Page. Submittals will be evaluated using the following criteria and scored based on a maximum of 100 points. The Selection Committee will screen and rank all submittals, with final approval of the Consultant by Page City Council.

The City reserves the right to solicit additional information from any and all Proposers and will be the sole judge of the merits of the proposals received. The City reserves the right to waive any informalities in the submittals, whether technical or substantial in nature, and to negotiate with any and all Proposers. The City reserves the right to reject any and all submittals if it is deemed in the best interest of the City.

All proposers will be notified of the results within thirty (30) days after the close of the request for qualifications period.

The scoring breakdown is as follows:

Qualifications	Total Points
1. Applicant's general qualifications and previous experience with similar projects including planning, transportation, and urban design projects.	30
2. Proposed work schedule and time frame for delivery of service.	25
3. Firm's understanding of the Scope of Work and ability to complete the work successfully.	20
4. The team's project delivery approach and ability to meet standard City contract requirements	15
5. Demonstrated ability and availability of key personnel.	10

VIII. QUESTIONS

If information of a material matter is provided in response to any correspondence or question or if a clarification is issued by the City, a copy of the questions and answers will be provided to all prospective respondents who have requested a copy of the request for qualifications. This response shall serve as an addendum to the advertised call for qualifications. Questions may be directed in writing to the City Page Attn: Tim Suan, Community Development Director, P.O. Box 1180, 697 Vista Avenue, Page, AZ 86040, or tsuan@pageaz.gov, with "Downtown Streetscape Master Plan" in the subject line.

The following Agreement contains terms and conditions which the consultant must be prepared to accept upon receipt of a Notice of Award.

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (hereinafter the “**Contract**”) is made and entered into on this ____ day of _____, 2018, by and between the City of Page, an Arizona municipal Corporation (hereinafter the “**City**”), and _____ (hereinafter the “**Firm**”) (collectively referred to as the “**Parties**” or a “**Party**”).

WHEREAS, the Mayor and City Council of the City of Page are authorized and empowered to approve and execute contracts for professional services; and

WHEREAS, Firm represents that Firm has the expertise and is qualified to perform the services described in the Request for Qualifications dated _____ and in the Contract.

1. PROJECT.

The City agrees to engage the Firm to perform the professional services (hereinafter the “**Services**”) as set forth on Exhibit “A” attached hereto and incorporated herein (the “**Scope of Services**”) for the project known and described _____ (hereinafter the “**Project**”) on the following terms. Agreement to the terms set forth herein is a material and necessary precondition and inducement to the City entering into this Contract with Firm. The City Project Manager designated by the City for this Project is: _____ (“**City Project Manager**”).

2. SCOPE OF SERVICES.

The Firm shall furnish all labor, materials and/or equipment necessary to perform the work provided for in the Contract Documents as defined herein. The following documents are hereby incorporated by reference into this Contract, and shall be referred to as the Contract Documents:

- a. Request for Qualifications
- b. Scope of Work (Exhibit A)
- c. Firm’s Proposal
- d. Fee Schedule (Exhibit B)

The above-named documents are essential parts of this Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Firm agrees to be bound by all terms, conditions, covenants, and obligations in the Contract Documents as if each were again fully set forth verbatim herein. In the event any Contract Document conflicts with or contradicts this instrument, this instrument shall control. The Services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Services in a professional manner with due diligence and in a timely manner. Firm is responsible, to the extent necessary to perform the Services, at no additional charge to the City, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services, the Project, the Project site, and the City.

Payment for additional services shall be made only if such additional services are expressly approved, in writing, by the City prior to the additional services being performed. The City shall issue a Contract Modification for any approved additional services. The City shall not pay for any costs not expressly designated as reimbursable in this Contract or the written approval for the additional work.

3. TIME.

Time is of the essence for this Contract. Firm shall complete all Services within _____ calendar days from Contract execution. If a further or more detailed schedule is set forth in Exhibit "A," Firm shall strictly comply with said schedule and failure to do so, without prior the written agreement of the City, shall be a material breach of this Contract. Firm shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information or clarification within sufficient time to allow the City to timely respond so as to not delay the Project.

4. FEE AND PAYMENT.

The method of payment for this contract is Hourly, Not-to Exceed. The amount paid shall not exceed \$ _____, based on the negotiated hourly rates and reimbursement schedule as defined in Exhibit B.

The City shall make payments within thirty (30) days of approval by the City of Firm's submittals. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Firm shall continue to render the Services in a timely manner. Payment by the City does not constitute acceptance by the City of the Services or Firm's performance, nor does payment constitute a waiver of any rights or claims by the City. In no event shall the total payment(s) paid to Firm under this Contract exceed \$ _____.

As a necessary precondition to any payment under this Contract, the City may require Firm to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion as may be reasonably required by the City, to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

Firm shall be solely responsible for any and all tax obligations which may result out of the Firm's performance of this Contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Firm.

5. PERFORMANCE.

Firm shall perform the Services required by, and as outlined herein to the satisfaction of the City's Project Manager, exercising the degree of care, skill, diligence and judgment a Firm experienced in the performance of such Services for design, construction, and/or facilities of similar scope, function, size, quality, complexity and detail to the Project, would exercise at such time, under similar conditions. Firm shall, at all times, perform the required services consistent with generally accepted engineering principles and design practices. Firm shall be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor(s).

Firm shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings, provided by Firm.

Firm shall utilize the key personnel listed in Firm's proposal to the City. Firm shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the City Project Manager. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

6. USE OF DOCUMENTS.

Upon execution of this Contract, the Firm and all Firms and sub-consultants working under or for Firm, hereby grant to the City an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and

all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Firm pursuant to this Contract (the “**Instruments of Service**”), for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof (including making derivative works from Firm’s Instruments of Service), or for construction of the same type of Project at other locations, by the City and others retained by the City for such purposes. This license shall extend to those parties retained by the City for such purposes, including other Firms. The license granted hereunder shall include all things included in the definition of “Architectural Works” as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Firm shall obtain, in writing, similar non-exclusive licenses from its Firms, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of the Project. Upon completion of the Project and/or termination of the Contract for any reason, Firm shall deliver to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all data documents, designs, drawings and specifications generated by Firm, including those generated by any suppliers, subcontractors or sub-consultants. The City shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Firm by the City in relation to this Contract and the Project, and Firm shall not utilize any such material in relation to any other work or project. Firm may re-use any standard specifications and details included in the Instruments of Service that were not developed by Firm specifically for the Project.

7. INSURANCE.

Firm, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed and subject to legal process within the State of Arizona, possessing a current A.M. Best, Inc. Rating of A- or better. The form of any insurance policies and forms must be acceptable to the City.

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

Firm’s insurance shall be primary insurance in regard to the City, and any insurance or self-insurance maintained by the City shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, officers, officials and employees for any claims arising out of Firm’s acts, errors, mistakes, omissions, work or services.

Prior to commencing work or services under this Contract, Firm shall furnish the City with Certificates of insurance, or formal endorsements as required by this Contract, issued by Firm’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required herein are in full force and effect.

If a policy does expire during the life of this Contract, a renewal certificate must be sent to the City fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to the City.

The insurance policies required by this Contract, except Workers’ Compensation, and Errors and Omissions, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insured’s. Firm waives all rights against the City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers’ Compensation and Employer’s Liability or commercial umbrella liability insurance obtained by Firm pursuant to this Contract.

In the event any insurance policy(ies) required by this Contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Firm’s work or services and as evidenced by annual Certificates of Insurance.

Commercial General Liability

Firm shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims. The Commercial General Liability shall include coverage for the Firm's operations and products and completed operations.

Automobile Liability

Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Firm's owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

Workers' Compensation

Firm shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Firm's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. In case any work is subcontracted, this Contract will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of Firm.

Errors and Omissions /Professional Liability

Firm shall maintain Errors and Omissions/Professional Liability Insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Firm, or any person employed by Firm, with a limit of not less than \$1,000,000 each claim.

8. INDEMNIFICATION.

To the fullest extent permitted by law, Firm shall indemnify, defend and hold harmless the City, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees and/or court costs, which may be brought or made against or incurred by the City on account of (1) loss or damage to any property or interest of the City, its officers, employees and agents, or any damages, injury to person or property, or death of any person arising out of, relating to, or alleged to have resulted from the negligence, recklessness or intentional wrongful conduct of Firm, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or unemployment disability claims of employees of Firm or claims under similar such laws or obligations. This indemnification shall not extend to any loss, damage, injury, or death to the extent caused by the gross negligence or willful misconduct of the City, or its employees. The amount and type of insurance coverage requirements set forth within this Contract shall in no way be construed as limiting the scope of the indemnity as set forth herein.

9. INDEPENDENT CONTRACTOR STATUS.

The Parties agree that: (a) the work contracted for in this Contract falls within the distinct nature of Firm's business; (b) the nature of the work contained within this Contract is specialized, and the City has elected to contract out the work rather than attempt to perform the work with its current workforce; (c) Firm is an incorporated business that possesses the personnel and materials necessary to perform the work; (d) the

relationship of the work provided by Firm has no relationship to the regular business conducted by the City; (e) it is understood and agreed that Firm is an independent contractor, and nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall Firm or any subcontractor, or any employee of Firm or any subcontractor be deemed to be employed by the City or entitled to any remuneration or other benefits from the City, other than as set forth in this Contract.

10. ASSIGNMENT.

Firm shall not assign its rights to this Contract, in whole or in part, without prior written approval of the City. Approval may be withheld at the sole discretion of the City, provided that such approval shall not be unreasonably withheld.

11. AUTHORITY TO CONTRACT.

Firm warrants its right and power to enter into this Contract. If any court or administrative agency determines that the City does not have authority to enter into this Firm, the City shall not be liable to Firm or any third party by reason of such determination or by reason of this Contract.

12. CANCELLATION FOR CONFLICT OF INTEREST.

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

13. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, Firm shall fail to fulfill in timely and proper manner its obligations under this Contract, or if Firm shall violate any of the covenants, provisions, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Firm of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Firm shall, at the option of the City, become its property and Firm shall be paid an amount based on time and expenses incurred by Firm prior to the termination date; however, no payment shall be allowed for anticipated profits on unperformed work or services. Notwithstanding the above, Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Firm and the City may withhold payments to Firm for purpose of set-off until such time as the exact amount of damages due the City from Firm are determined.

14. TERMINATION FOR CONVENIENCE.

The City may terminate this Contract at any time by giving written notice to Firm of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the City, become its property. If this Contract is terminated by the City as provided herein, Firm shall be paid an amount based on the time and expense incurred by Firm prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed work or services.

15. NON-APPROPRIATION OF FUNDS.

Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the City or other public entity obligations under this Contract. The City shall have no further obligation to Firm, other than to pay for

services rendered prior to termination.

16. COMPLIANCE WITH FEDERAL AND STATE LAWS.

In performance of the Services under this Contract, Firm shall fully comply with all applicable laws, regulations, or legal requirements applicable to Firm's Services and/or the Instruments of Services, the design of the Project, and/or this Contract.

Firm warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. City retains the legal right to inspect the papers of Firm or any subcontractor employee who works on the Contract to ensure compliance with this provision.

Pursuant to A.R.S. § 35-393 et seq., Firm certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel.

17. REMEDIES.

Either Party may pursue any remedies provided by law for breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

18. WAIVER.

Failure of either Party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The Acceptance by either Party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

19. CHOICE OF LAW/VENUE AND ATTORNEYS' FEES.

Any dispute, controversy, claim or cause of action arising out of or related to this Contract shall be governed by Arizona law. The venue for any such dispute shall be in Coconino County, Arizona. Each Party waives the right to object to venue in Coconino County for any reason.

In the event that litigation is brought by any Party in connection with this Contract, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party in the exercise of any of its rights or remedies hereunder.

20. CONSTRUCTION OF THIS CONTRACT.

This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Contract. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this Contract.

21. NOTICES.

All notices, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by

overnight carrier to the following address on the date received:

City:

City of Page
697 Vista Ave.
P.O. Box 1180
Page, Arizona 86040

Firm:

22. NO KICK-BACK CERTIFICATION.

Firm warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the Contracting firm.

For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

23. SEVERABILITY.

If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would be valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

24. ENTIRE AGREEMENT / NO THIRD PARTY BENEFICIARIES.

The terms and conditions contained in the Request for Qualifications are incorporated herein by this reference and Firm agrees to be bound by such terms as if each were again fully set forth herein. Together, this is the entire agreement of the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only in writing by agreement of the Parties. No other parties are intended to be direct or incidental beneficiaries of this Contract and no other third party shall have any right in, under or to this Contract.

25. HEADINGS.

Paragraphs and subparagraph headings contained in this Contract are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Contract.

26. COUNTERPARTS.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

FIRM

CITY OF PAGE

Its _____

Attested By:

City Clerk

Mayor

Approved as to Form:

City Attorney