

**PROPOSAL/AGREEMENT
CITY OF CEDAR HILLS, UTAH
CART BARN REMOVAL/RELOCATION**

THIS PROPOSAL/AGREEMENT is made this day as listed below by and between CITY OF CEDAR HILLS, hereinafter referred to as the "OWNER," and the "CONTRACTOR," each as signed below and collectively referred to as the Parties.

WITNESSETH: That for and in consideration of the payments, covenants, and agreements stated herein:

1. CONTRACTOR agrees that he has examined the site and locality where the work is to be performed, the legal requirements, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as he deems necessary.
2. The CONTRACTOR shall provide all equipment, labor, materials, and supervision as necessary to provide a completed final product in a workmanlike manner as outlined in the review/discussions with David Bunker, City Engineer.

CONTRACT

SCHEDULE 1

	Item	QTY	Unit	Price	Amount
1.	Removal and relocation of cart barn	1	1	11,000	11,000
				TOTAL	

Eleven Thousand & no/100 Dollars Total Contract

3. All work and materials shall conform to the submitted project outline and plans. CONTRACTOR shall guarantee work quality and materials to be in accordance with sample boards and meet or exceed industry standards.
4. The OWNER will pay \$1,500 deposit upon agreement of the contract. The final payment shall be made after the OWNER inspects and approves the work.
5. CONTRACTOR shall provide licensing and verification of any required insurance.

- 6. This proposal shall be binding upon CONTRACTOR and his respective heirs, executors, administrators, successors, and assigns but shall not be assigned by either of the Parties without the express written consent of the other.
- 7. CONTRACTOR agrees to begin removal on February 14, 2012 and have removal completed by February 21, 2012. Relocation at new site is to be completed by March 6, 2012. OWNER and CONTRACTOR agree to coordinate dates for work to commence and finalize based on overall building completion schedule.
- 8. Failure to complete the proposed work in a satisfactory and timely manner will require CONTRACTOR to restore building finishes and improvements to their original design/condition. CONTRACTOR agrees to repair any new damage and patch existing tears in cart barn cover.

IN WITNESS WHEREOF, the CONTRACTOR hereto has executed, or caused to be executed by their duly authorized officials, this PROPOSAL / AGREEMENT on the date below written.

CONTRACTOR: DICK COX

By: *Dick Cox*

Title: _____

Date: 2/13/2012 LICENSE # 529-024058

CITY OF CEDAR HILLS:

By: *Konrad Hildebrandt*

Title: City Manager

Date: 2/13/12

attest: *Gene E. F. Lindaker*
City Recorder

