**Park City Municipal Corporation**

**REQUEST for PROPOSALS**

**for**

**Recycling and Trash Disposal Services for the Main Street Business Improvement District**

**Issue Date: September, 2021**

**Submittal deadline: By 4:00 p.m. on Tuesday, October 19, 2021**

Park City Municipal Corporation

Sustainability Office

445 Marsac Avenue

P.O. Box 1480

Park City, UT 84060

 (435) 615-5177

Staff contact: Matthew A. Twombly

Senior Project Manager

Email: mtwombly@parkcity.org

RFP Website: http://www.parkcity.org

# **NOTICE OF REQUEST FOR PROPOSALS FOR RECYCLING AND TRASH DISPOSAL SERVICES**

Park City Municipal Corporation (“PCMC”) is seeking the services from qualified companies interested in providing municipal solid waste disposal (including food waste) and recycling services for the following project:

**Recycling and Trash Disposal Services for the**

**Main Street Business Improvement District (“BID”)**

**RFP AVAILABLE:** A copy of the RFP can be obtained electronically by emailing mtwombly@parkcity.org. Any modifications or addendums will be made in redlined form on the website on **Friday, October 15, 2021, by 5:00 p.m**.

**PROPOSALS DUE**: Proposalsubmittals must be received **by e-mail** **by 4:00 p.m. on Tuesday, October 19, 2021**, at: mtwombly@parkcity.org.

**PROJECT LOCATION:** Main Street Business Improvement District (District area described in Section I.), Park City, Utah

**OWNER/CONTACT**: Matthew A Twombly, Senior Project Manager

 Park City Municipal Corporation

 P.O. Box 1480

 Park City, Utah 84060

**PRE-SUBMITTAL MEETING:**

A non-mandatory pre-submittal meeting will be held on October 7, 2021 at the Park City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060. Social distancing and masks are strongly encouraged.

Please email stephanie.valdez@parkcity.org if you want to be invited to attend.

**All questions shall be submitted in writing by 4:00 p.m. on Wednesday, October 13, 2021, via e-mail to:** **mtwombly@parkcity.org**

**Park City Municipal Corporation reserves the right to reject any and all proposals received for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.**

1. **Introduction**

In 2007 Park City Municipal Corporation (“PCMC”) created the Main Street Business Improvement District (“BID”) to function as a mechanism for establishing a single service provider for commercial solid waste collection for businesses within the District. PCMC has a contract with the Historic Park City Alliance (“HPCA”) to manage the BID and act as a liaison between solid waste provider and individual businesses within the BID. In March 2020, PCMC established a community goal to be zero waste (80% diversion) by 2030.

PCMC, in conjunction with the HPCA, issued this Request for Qualifications (“RFQ”) to solicit proposals from companies interested in providing municipal solid waste disposal, food waste diversion and recycling services for the BID.   PCMC’s primary goal for the RFQ selection process is to meet its 2030 waste diversion goals and secondly, to obtain high quality, low‐cost disposal and recycling services for handling the HPCA’s waste for six (6) years with two, two‐year extension options. The contract will commence on December 1, 2021.

The HPCA’s solid waste tonnage in 2018 was approximately 648.81 tons for the common, (shared) receptacles which include collection of solid waste and cardboard. The tonnage collected from the approximately 20 businesses that have private containers (toters/dumpsters) is unknown. There are also a number of businesses who individually contract with private recycling and/or food waste provider(s). The amount of diversion from the waste stream provided through these contracts is unknown. It is anticipated that PCMC will specifically preclude third party or other private hauling after the end of the first year of this contract.

**Main Street BID Area:**

The BID includes commercial businesses within the following area: Beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of Woodside, then proceeding southerly on Woodside to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning. A list of Historic Main Street businesses and square footages can be found here: [BID Map](https://parkcity.maps.arcgis.com/apps/mapviewer/index.html?webmap=a15c678ae50343efa46d0f753d1fb87f)

**II. Current Collection and Disposal**

Approximately 112 commercial businesses utilize common containers for waste and cardboard. There are approximately 34 businesses that utilize individual toters or dumpsters for their own waste collection. All of these businesses are billed individually by the service provider.

Shared/Common Dumpster Sizes (on PCMC property) and Pickup Frequency



In order to meet City code standards, PCMC anticipates enclosing the Brewpub and Swede Alley common dumpsters by 2023. We will work with the service provider to meet needed specifications for their access.

1. **Timeline & Deliverables**

PCMC’s Recycling and Waste Disposal procurement process includes two Baseline Proposals (one for solid waste, and a second for food waste and recycling diversion); A combined proposal for solid waste and recycling; and lastly two Additive Alternates, including Sunday hauling and City facilities. Proposers can respond to either or both Baseline Proposals or Additive Alternates. A detailed scope can be found in Section IV of this document. Proposers are asked to provide proposals for a 6 year contract that includes two, two year options, for a maximum total of 10 years:

1. Baseline proposal and pricing for solid waste removal and trash disposal services for Monday - Saturday.
2. Baseline proposal for food waste, recycling cardboard and glass if awarded individually (M-Sat.).
3. Proposal for solid waste, food waste and recycling combined (M-Sat.).
4. Additive Alternative 1 – Identify a cost for waste removal including trash, food waste and recycling on Sunday.
5. Additive Alternative 2 - Collection of waste from containers at Park City Municipal buildings and facilities which would include, but not be limited to: Miner’s Hospital; Library and Education Center; Park and Golf, Park City MARC, Public Works, Police and Ice Arena.
6. Identify Year over year increase in cost, or timelines where cost will need to be reevaluated.
7. Identify cost for an Operations and Engagement Project Manager that will work with HPCA and PCMC to create alternatives for implementation of a dynamic waste diversion program

 

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

* Cardboard recycling services;
* Glass recycling;
* Organics processing services for green and wood waste;
* Composting or anaerobic digestion of organic waste;
* Gasification of green and wood waste to energy;
* Bio-solids disposal for wastewater treatment biosolids; and
* Other creative ideas presented by proposers.

PCMC’s Diversion Goals include :

* 40% by 2025
* 60% by 2027
* 80% by 2029

Anticipated Timeline (Term) & Deliverables:

|  |  |  |
| --- | --- | --- |
| **Contract Year** | **Calendar Year** | **Task/Deliverable** |
| **1** | 12/1/2021 - 6/30/22 | Identify and contract with (primary) service provider(s);  |
|  |   | Match current level of service, including current mobile recycling program and franchise fee |
|  |   | Allow for increased year over year cost to provide consistent level of service |
|  |   | Conduct a 3rd Party waste characterization study of the BID (volumes/type) (scope and provided to the satisfaction of PCMC, not to be unreasonably withheld) |
|  |   | Identify 5-10 voluntary businesses to document and quantify waste/diversion, type, volumes, characterization, options and costs |
|  |   | Identify cost to dispose/divert waste by type & volume |
|  |   | Identify locations, facilities & equipment needed to store & haul |
|  |   | Establish fee schedule  |
|  |   | Establish competitive bidding/procurement process for potential sub providers (trash, food, cardboard, glass, digester, etc.);  |
| **2** | 7/1/2022 - 6/30/23 | Work with PCMC & HPCA to identify alternates for meeting waste diversion goals. |
|  |   | Initiate any changes to fee schedule and billing approach; |
|  |   | Inform PCMC on specs for any necessary facilities (PCMC).  |
|  |  | Initiate initial diversion approach |
| **3** | 7/1/2023 - 6/30/24 |   |
| **4** | 7/1/2024 - 6/30/25 | Reach 40% diversion |
| **5** | 7/1/2025 - 6/30/26 |   |
| **6** | 7/1/2026 - 6/30/27 | End of initial 6 year term |
|  |   | Reach 60% diversion |
|  |   | Mutual option to extend 2 years |
| **7** | 7/1/2027 - 6/30/28 |   |
| **8** | 7/1/2028 - 6/30/29 | Reach 80% diversion |
|  |   | Mutual option to extend 2 years |
| **9** | 7/1/2029 - 6/30/30 |   |
| **10** | 7/1/2030 - 6/30/31 |  |

1. **Scope of Services**

The proposal to PCMC shall outline an approach to the following needs and shall include an estimated range of total costs to perform all phases of work. The City will contract with the selected proponent if awarded by the City Council.

It is anticipated that the specific services to be provided by the Service Provider Proposers for either or both Baseline Proposals or Additive Alternate will include:

1. **Trash, Food and Recycling Disposal/Diversion Services**
* Transport and dispose of Main Street BID trash at an approved disposal facility.
* Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
* Ability to provide service for both front load dumpsters and toters/kitchen cans on Sundays.
* Ability to service toters and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
* Vendor contact the HPCA if they are unable to perform a timely pickup.
* Holiday pick-ups of front loads and toter/kitchen cans.
* Ability for next day pickups of compactors.
* Responsible for hand or shovel clean up around the trash containers at time of pick-up.
* Service kitchen cans and toters for those with individual service in the district
* Ability to roll frontload pullout containers in certain locations.
* Supply front load containers made of metal or plastic, depending on what works best for each location.
* Ability to provide a second pick up the same day if contacted before 12 pm.
* Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up.
* Ability to deliver additional containers by next day at 4:00 p.m.
* Transparency and integrity of billing.
* Transparency and integrity of the waste removal/diversion/recycling program(s).
* Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City – minimum 5 hours/week.
* Dedicated Operations and Engagement support
* Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.
1. Additional Information to Address as Part of Proposal
2. Description of Service/Proposed Method

Each submitter will have different approaches as to how trash, food waste and enhanced recycling services can work in the district. Knowing each provider knows their own operations and has experience providing services to individual businesses to commercial businesses already, each proposal will contain the provider’s own recommended way of providing the service.

1. Litter Prevention

Proposals shall outline measures for the protection of storm water and waterways from trash and litter, as well as how the service provider will contain the materials during transport.

1. Customer Service & Complaints

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual businesses regarding service questions. These dedicated representatives must be familiar with the contract, trash operations program, billing and nuances of the common collection versus individual collection, and general environment and constraints of the area. The service provider must describe their ability to be responsive to same day complaints or calls for additional service.

1. Spilled Material at Common Dumpsters

Service provider should consider an hourly or per incident cost to pick up by hand or shovel (not requiring a machine) extra garbage found at a dumpster prior to tipping.

1. Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

1. Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly. Submitters for Recycling Services are asked to outline their preferred method of billing.

1. Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle, need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

1. Fee Schedule/Cost of Services

Proposers should include their own detailed Fee Schedules/Cost of Services proposal for the performance of the requested baseline and alternatives identified in Section III.

1. Education, Monitoring and Reporting

Understanding monitoring and education is key to success. The RFP asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFP response.

1. Qualifications, references and experience

Outline the provider’s qualifications, references and experience in providing services of similar size and scope, including operations within Summit County.

1. Environmentally sustainable business practices

Describe the sustainable business practices undertaken by your organization and the ability to meet PCMC’s Diversion Goals including Operations and Engagement Support proposed for this project.

**Evaluation**

Proposers will be evaluated based on ability to meet waste diversion goals, demonstrated success in other municipalities, anticipated quality of service, anticipated ability to work with HPCA and PCMC to collaboratively identify alternatives for our diversion goals, initial proposed disposal rates, and PCMC and BID customer’s total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees.

**V. Selection Criteria**

The factors to be considered in the evaluation of Proposals are listed below.

1. Ability to meet PCMC’s Diversion Goals (30%) including:
	1. Operations and Engagement Support
2. Cost of Services (30%)
3. Proposed method of service (30%)
4. Qualifications, references and experience in providing services of similar size and scope (10%)

**Price may not be the sole deciding factor.**

**VI. Selection Process**

RFP submissions will be evaluated on the factors listed in Section VIII of this RFP and will be good for three (3) months from date of submission.

Upon closure of the RFP deadline, the remainder of the selection process will include the following milestones (exact dates to be determined):

* A selection committee made up of Park City Municipal Corporation staff (Public Works, Environmental Sustainability, Economic Development (2), Historic Park City Alliance representatives (2), and other stakeholders including Recycle Utah will review all submissions of qualifications.
* The selection committee will determine which companies will receive an interview. (Interviews will be held approximately one week after proposals are submitted.)

Once interviews have been completed, the committee will select the top ranked proposer(s) and will negotiate a final scope and fee with the top-ranked proposer and recommend to City Council for final approval and contract. Price will not be the sole deciding factor. Award of the contract(s) is subject to approval by City Council.

1. **Tentative Schedule for Selection Process & Project**
	* RFP Issued: Sept. 14, 2021
	* Non-Mandatory Pre-submittal Meeting: Sept. 20, 2021
	* Proposals Due: Oct. 19, 2021
	* Interviews: Oct. 22, 2021
	* City Council Award of Contract(s): Nov. 11, 2021
	* Notification of Award: Nov 12, 2021
	* Contract Executed/Begin Nov 30, 2021
2. **Submittal Requirements & Selection Criteria**
	* + 1. **Executive Summary:** Not to exceed two (2) pages.

Succinctly describe your qualifications for the project and the strengths of your company.

* + - 1. **Statement of Qualifications:** Not to exceed twelve (12) pages.

 A brief description of the company’s approach and an outline of preliminary plans which accomplish the scope of services outlined in this RFP and detailed cost for each element. Said plans should include, but not be limited to, a detailed description regarding achieving the goals of the scope of services, deployment of these services, collection plans for designated holidays, and collection plans in the event of an emergency or natural disaster. Take into consideration the three different levels of services required to address the individual needs of businesses:

1. Identify businesses who utilize the common dumpsters.
2. Identify businesses on the west side of Main Street who use toters.
3. Identify businesses who utilize a dumpster associated with their property.
	* + 1. **Relevant Experience:** Not to exceed five (5) pages

Demonstrate proven capabilities for providing the proposed service and demonstrated experience and creativity in Refuse collection system design and successful achievement of results in prior projects for clients;

***The issuer advises all proposers of the following conditions:***

* Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
* Park City Municipal’s policy is, subject to federal, state, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
* Proposals lacking required information will not be considered.
* Award of contract is subject to approval by City Council.
* All submittals shall be public records in accordance with government regulations (“GRAMA”) unless otherwise designated by the applicant, pursuant to UCA § 63G-2-309, as amended.
* Park City Municipal Corporation reserves the right to change any dates or deadlines.
1. **Park City Provided Equipment and Services**

City owns and maintains the compactors and associated roll-offs. City will provide containers and services to pick up trash in pedestrian containers located in Swede Alley and on Main Street.

**X. Service Provider Responsibilities**

 General Requirements

1. Service Provider shall at its expense obtain and comply with all necessary permits, ordinances and laws. The contract shall also include provisions concerning Independent Service Provider Status, equal employment opportunity, no assignment, disclosure of information and records, applicable law, and such other terms and conditions as the City may require.
2. Service Provider shall be responsible for providing all onsite and offsite equipment, labor, and necessary supplies to perform all services under this Contract.
3. Service Provider shall have all necessary licenses and permits prior to the start of this contract. Any such fees are the responsibility of the Service Provider.
4. Hours of operations – No starting before 7:00 A.M. and complete by 7:00 P.M., Sunday through Saturday.
5. An earlier start time may be required by the City for special events (i.e., Sundance, Arts Festival).
6. The Service Provider is responsible for providing all customers of current services, handling customer requests and resolving customer complaints.
7. The Service Provider shall also include with the proposal a copy of their customer service standards.

**XI. Successful Service Provider Performance Requirements**

 Monthly Reports

1. The actual services provided by service location.
2. A list of scheduled services not completed and the reason for each occurrence.
3. Any changes that were made in services from the prior reporting period.
4. Total volume and weight by user group.
5. Total volume and weight of all garbage and recyclable materials collected and where those items were transported.
6. All complaints and resolution.
7. A description of any vehicle accidents or infractions.

**XII. Non-Performance**

Non-performance by the Service Provider will cause damage to the City, undermining the City’s solid waste management and sustainability goals. The City expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

Penalties may be levied if documented in an incident report presented by the City to the Service Provider. Penalties will be assessed monthly by the City on the Service Provider. Disagreements will be subject to the review resolution procedures provided in the contract.

**XIII. Action or Omission Penalties**

1. Commencement of commercial collection prior to 7:00 A.M. or continuance after 7:00 P.M. except as expressly permitted. $100.00 per incident.
2. Failure to collect spilled materials. Twice the cost of cleanup to the City plus $1,000.00 each incident.
3. Leakage from Service Provider vehicles or vehicle contents. $500.00 each vehicle, each inspection.
4. Failure to collect any and all garbage and recyclable materials within one (1) day after notification. $250.00 each incident.
5. Collection as garbage of source-separated recycling. $1,000.00 per incident.
6. Misrepresentation by Service Provider in records or reporting. $1,500.00 per incident.
7. Failure to make required reports on time. $500.00 per incident.
8. Failure to maintain clean and sanitary vehicles. $250.00 per occurrence.

The above is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Service Provider which shall be considered violations or breaches of contract. The Contract will reserve to the City the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the City’s ability to terminate the contract for breach.

**XIV. Termination**

City may terminate the Contract after serving ten (10) days’ written notice in whole or in part from time to time, whenever they determine that the Service Provider is:

1. Defaulting in performance or is not complying with any provision of the Contract;
2. Endangering the performance of the Contract;
3. Failing to make satisfactory progress in the prosecution of the Contract; or
4. Persistent and repeated failure by Service Provider regarding any obligation under terms of the Contract.

Prior to termination for cause, City will send the Service Provider written notice specifying the cause. The notice will give the Service Provider fourteen (14) days from the date the notice is issued to cure the default or make progress satisfactory to City in curing the default, unless a different time is given in the notice. If City determines that default contributes to the curtailment of an essential service or poses an intermediate threat to life, health or property, City may terminate the Contract immediately upon issuing oral or written notice to the Service Provider without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Service Provider must compensate City for additional costs that would be incurred by the City whether the costs are actually incurred or not, to obtain substitute performance.

**XV. Performance Bond**

The Successful Service Provider shall furnish a Performance Bond or Irrevocable Letter of Credit to be approved by the City attorney conditioned upon the true faithful performance of the contract in the amount of Fifty Million Dollars ($50,000,000.00).

1. **Park City Municipal Standard Service Provider/Professional Services Agreement**

A copy of the City’s standard Service Provider/Professional Services Agreement is included as **Exhibit D** attached hereto and made a part hereof. Please include a statement indicating that you (1) accept the Agreement as is or (2) propose changes and specify. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with the City’s insurance/indemnity provision) will count against a proposal.

**ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION’S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK CITY’S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY’S SOLE DISCRETION.**

Any service provider who contracts with Park City is required to have a valid Park City business license.

1. **Preparation of Proposals**
	1. **Failure to Read:** Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
	2. **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.

If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

1. **Proposal Information**
2. **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.
3. **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.
4. **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 technicality in proposals received when in the best interest of the City.
5. **Cancellation/Modification:** Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this Request for Proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
6. Park City Municipal Corporation’s policy is subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

# **Exhibit A**

|  |
| --- |
| Current Square Foot Use and Square Footage for Businesses Using Shared Dumpsters |
| **Street Address** |  **Square Footage**  | **Business Type** | **Factor** |  **Adjusted Square Footage**  |
| 136 Heber Ave. |  18,390  | FARE | 3.5 |  64,365  |
| 151 Main St. |  4,500  | REST | 8 |  36,000  |
| 221 Main St. |  2,000  | REST | 8 |  16,000  |
| 222 Main St. |  1,400  | GALLERY | 1 |  1,400  |
| 268 Main St. |  6,000  | BAR | 7 |  42,000  |
| 306 Main St |  3,500  | REST | 8 |  28,000  |
| 314 Main St. |  3,081  | RETAIL | 1.66 |  5,114  |
| 314 Main St. |  605  | PROF | 1 |  605  |
| 314 Main St. |  1,011  | PROF | 1 |  1,011  |
| 314 Main St. |  825  | RETAIL | 1.66 |  1,370  |
| 314 Main St. |  4,936  | PROF | 1 |  4,936  |
| 314 Main St. |  1,113  | GALLERY | 1 |  1,113  |
| 314 Main St. |  693  | PROF | 1 |  693  |
| 314 Main St. |  2,012  | GALLERY | 1 |  2,012  |
| 323 Main St. |  980  | RETAIL | 1.66 |  1,627  |
| 354 Main St |  3,666  | RETAIL | 1.66 |  6,086  |
| 361 Main St |  3,300  | RETAIL | 1.66 |  5,478  |
| 361 Main St |  1,600  | Prof | 1 |  1,600  |
| 364 Main St. |  2,156  | GALLERY | 1 |  2,156  |
| 364 Main St.  |  3,615  | RETAIL | 1.66 |  6,001  |
| 368 Main St. |  4,000  | REST | 8 |  32,000  |
| 401 Main St. |  1,034  | PROF | 1 |  1,034  |
| 402 Main St. |  1,988  | FARE | 3.5 |  6,958  |
| 408 Main St. |  2,500  | RETAIL | 1.66 |  4,150  |
| 408 Main St. |  2,600  | GALLERY | 1 |  2,600  |
| 412 Main St. |  2,441  | REST | 8 |  19,528  |
| 416 Main St. |  2,544  | RETAIL | 1.66 |  4,223  |
| 419 Main St. |  750  | RETAIL | 1.66 |  1,245  |
| 419 Main St. #2 |  800  | RETAIL | 1.66 |  1,328  |
| 421 Main St. |  650  | RETAIL | 1.66 |  1,079  |
| 424 Main St.  |  4,008  | REST | 8 |  32,064  |
| 425 Main St |  2,200  | RETAIL | 1.66 |  3,652  |
| 434 Main St. |  1,820  | REST | 8 |  14,560  |
| 436 Main St. |  900  | GALLERY | 1 |  900  |
| 438 Main St. |  5,980  | REST | 8 |  47,840  |
| 440 Main St. |  4,440  | REST | 8 |  35,520  |
| 442 Main St |  2,000  | REST | 8 |  16,000  |
| 444 Main St. |  1,840  | GALLERY | 1 |  1,840  |
| 460 Main St. |  1,790  | RETAIL | 1.66 |  2,971  |
| 460 Main St. |  1,960  | PROF | 1 |  1,960  |
| 461 Main St. |  1,000  | RETAIL | 1.66 |  1,660  |
| 467 Main St. |  1,244  | RETAIL | 1.66 |  2,065  |
| 508 Main St. |  6,507  | REST | 8 |  52,056  |
| 509 Main St. |  1,006  | RETAIL | 1.66 |  1,670  |
| 510 Main St. |  2,056  | RETAIL | 1.66 |  3,413  |
| 511 Main St |  550  | RETAIL | 1.66 |  913  |
| 513 Main St |  540  | RETAIL | 1.66 |  896  |
| 514 Main St |  12,900  | PROF | 1 |  12,900  |
| 515 Main St |  2,336  | RETAIL | 1.66 |  3,878  |
| 523 Main St. |  1,836  | RETAIL | 1.66 |  3,048  |
| 523 Main St. |  100  | PROF | 1 |  100  |
| 525 Main St. |  1,250  | REST | 8 |  10,000  |
| 530 Main St. |  4,081  | REST | 8 |  32,648  |
| 537 Main St. |  8,512  | PROF | 1 |  8,512  |
| 540 Main St. |  1,900  | REST | 8 |  15,200  |
| 540 Main St. |  525  | REST | 8 |  4,200  |
| 545 Main St |  1,682  | RETAIL | 1.66 |  2,792  |
| 556 Main St |  2,000  | RETAIL | 1.66 |  3,320  |
| 558 Main St |  1,321  | GALLERY | 1 |  1,321  |
| 562 Main St. |  5,000  | REST | 8 |  40,000  |
| 562 Main St. |  2,000  | RETAIL | 1.66 |  3,320  |
| 570 Main St |  3,600  | RETAIL | 1.66 |  5,976  |
| 577 Main St. |  4,800  | REST | 8 |  38,400  |
| 577 Main St. |  1,200  | RETAIL | 1.66 |  1,992  |
| 577 Main St. |  1,100  | RETAIL | 1.66 |  1,826  |
| 577 Main St. |  1,800  | RETAIL | 1.66 |  2,988  |
| 577 Main St. |  1,000  | RETAIL | 1.66 |  1,660  |
| 580 Main St. |  800  | PROF | 1 |  800  |
| 580 Main St. |  1,777  | GALLERY | 1 |  1,777  |
| 580 Main St. |  965  | RETAIL | 1.66 |  1,602  |
| 580 Main St. |  750  | RETAIL | 1.66 |  1,245  |
| 580 Main St. |  1,000  | RETAIL | 1.66 |  1,660  |
| 580 Main St. |  8,700  | LODGING | 1 |  8,700  |
| 580 Main St. |  1,080  | RETAIL | 1 |  1,080  |
| 586 Main St. |  2,000  | REST | 8 |  16,000  |
| 592 Main St |  2,437  | RETAIL | 1.66 |  4,045  |
| 596 Main St. |  1,500  | RETAIL | 1.66 |  2,490  |
| 608 Main St. |  1,100  | RETAIL | 1.66 |  1,826  |
| 613 Main St. |  2,800  | RETAIL | 1.66 |  4,648  |
| 614 Main St. |  9,628  | PROF | 1 |  9,628  |
| 323 Main St. |  642  | PROF | 1 |  642  |
| 323 Main St. |  831  | RETAIL | 1.66 |  1,379  |
| 401 Main St. |  1,000  | RETAIL | 1.66 |  1,660  |
| 405 Main St |  1,100  | PROF | 1 |  1,100  |
| 405 Main St. |  1,100  | RETAIL | 1.66 |  1,826  |
| 430 Main St. |  1,080  | RETAIL | 1.66 |  1,793  |
| 465 Main St. |  1,200  | LODGING | 1 |  1,200  |
| 505 Main St. |  1,400  | PROF | 1 |  1,400  |
| 510 Main St. |  700  | FARE | 3.5 |  2,450  |
| 540 Main St. |  1,770  | RETAIL | 1.66 |  2,938  |
| 544 Main/Swede |  700  | PROF | 1 |  700  |
| 544 Main/Swede |  250  | PROF | 1 |  250  |
| 545 Main St |  653  | GALLERY | 1 |  653  |
| 541 Main St. |  1,800  | RETAIL | 1.66 |  2,988  |
| 632 Main St. |  2,700  | RETAIL | 1.66 |  4,482  |
| **TOTAL SQUARE FOOTAGE** |  **234,937**  |  | **TOTAL ADJUSTED SQUARE FOOTAGE** |  **796,735**  |

|  |
| --- |
| Current Independent Accounts, Uses, Container Size and Frequency |
| **Street Address** |  **Service**  | **# of Containers** | **Container Size** |  **Weekly Frequency**  |
| 250 MAIN ST | F/L | 1 | 6 | 3 |
| 255 MAIN ST | F/L | 2 | 4 | 4 |
| 255 MAIN ST | F/R | 1 | 4 | 2 |
| 305 MAIN ST | Toters | 1 | 90gl | 3 |
| 305 MAIN ST | Toters | shared w/ 305 Neighbor |   |
| 317 MAIN ST | Toters | 3 | 50gl | 7 |
| 322 MAIN ST | F/L | 1 | 3 | 2 |
| 328 MAIN ST | F/L | 1 | 3 | 3 |
| 352 MAIN ST | F/L | 1 | 4 | 3 |
|   | F/R | 1 | 4 | 2 |
| 352 MAIN ST | F/L | 1 | 4 | 2 |
| 340 MAIN ST | F/L | 1 | 4 | End of the Week |
| 427 MAIN ST | Toters | 1 | 90gl | 7 |
| 427 MAIN ST | Toters |   | 90gl |   |
| 427 MAIN ST | Toters | 6 | 90gl | On Call |
| 447 MAIN ST | Toters | 2 | 90gl | 7 |
| 450 MAIN ST | F/L | 1 | 4 | 1 |
| 501 MAIN ST | Toters | 2 | 90gl | 5 |
| 537 MAIN ST | Toters | 2 | 90gl | 1 |
|   | Recycle | 1 | 90gl | 1 |
| 550 MAIN ST | Toters | 1 | 90gl | 1 |
| 577 MAIN ST | Toters | 2 | 90gl | Rental |
| 577 MAIN ST | Toters | 2 | 60gl | Rental |
| 591 MAIN ST | Toters | 2 | 90gl | 1 |
| 591 MAIN ST | Toters | 2 | 90gl | 1 |
| 605 MAIN ST | Toters | 4 | 90gl | 7 |
| 628 MAIN ST | Toters | 5 | 90gl | 2 |
| 660 MAIN ST | F/L | 0 | 4 | 0 |
| 675 MAIN ST | Toters | 3 | 90gl | 6 |
| 751 MAIN ST | F/L | 1 | 4 | 6 |
| 824 MAIN ST | R/O | 1 | 30 | 2 |
| 804 MAIN ST | F/R | 3 | 3 | 2 |
| 838 PARK AVE | F/L | 1 | 4 | 6 |
| 838 PARK AVE | Toters | 4 | 90gl | 2 |
| 703 PARK AVE | Toters | 3 | 90gl | 7 |
| 651 PARK AVE | Toters | 2 | 90gl | 3 |
| 632 MAIN ST | Toters | 1 | 90GL | 1 |
| 255 HEBER AVE | Toters | 5 | 90gl | 1 |
| 255 HEBER AVE | Toters | 4 | 90gl | 1 |
|   | Recycle | 2 | 90gl | 1 |
| 608 Main St | Toters | 1 | 90gl | 1 |
| 820 PARK AVE | Toters | 4 | 65gl | 3 |
| 820 PARK AVE | Recycle | 4 | 90gl | End of the Week |
| 333 Main St. | F/L | 1 | 4 | 2 |
| 333 Main St. | F/L | 1 | 4 | 2 |
| 333 Main St. | F/L | 1 | 4 | 2 |
| 333 Main St. | F/L | 1 | 4 | 2 |
| 334 Main St. | F/L | 1 | 4 | 2 |

# **Exhibit B**

# Additive Alternate: Park City Municipal Corporation Building and Facilities

|  |  |  |  |
| --- | --- | --- | --- |
| Facility | Address | Container | Frequency |
| Library | 1255 Park Avenue | 4 yd | 3 times/week |
| Public Works | 1354 Iron Horse Dr | 8 yd | 5 times/week |
| City Bus Garage | 1616 Shortline Rd | 3 yd | 1 time/week |
| Park City Police  | 2060 Park Ave | 6 yd | 1 time/week |
| Ice Arena | 600 Gilmor Way | 8 yd | 1 time/week |
| The MARC | 1200 Little Kate | 4 yd | 1 time/week |
| Miner’s Hospital (City Park) | 1354 Park Avenue |  |  |

# **Exhibit C**

Sample Independent Billing Monthly Allocation

|  |
| --- |
| **Franchise Fee** |
| 30% of Gross Revenues - Shared Containers |
| 10% of Gross Revenues - Individual Containers  |
| **Acct Name** | **Address** | **Service** | **# Cont** | **Size Cont** | **Freq Cont** |  **Amount**  | **Franchise Fee 10%** | **Monthly Total** |
| Business A | 123 Main St | F/L | 1 | 6 | 3 |   | 10% |   |
| Business B | 131 Main St | F/L | 2 | 4 | 4 |   | 10% |   |
| Business C | 132 Main St | Toters | 1 | 90gl | 3 |   | 10% |   |
| Business D | 133 Main St | Toters | shared w/Business C |   |   | 10% |   |
| Business E | 134 Main St | Toters | 3 | 50gl | 7 |   | 10% |   |
| Business F | 135 Main St | F/L | 1 | 3 | 2 |   | 10% |   |
| Business G | 136 Main St | F/L | 1 | 3 | 3 |   | 10% |   |
| Business H | 137 Main St | F/L | 1 | 4 | 3 |   | 10% |   |

EXHIBIT D

**Template Updated 08-21**

**PARK CITY MUNICIPAL CORPORATION**

**SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

This Service Provider/Professional Services Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Insert state of incorporation) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert either “corporation” or “limited liability company”), (“Service Provider”), collectively, the City and the Service Provider are referred to as (the “Parties).”

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

**1. SCOPE OF SERVICES**.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the “Scope of Services” attached hereto as **“Exhibit A”** and incorporated herein (the “Project”). The total fee for the Project shall not exceed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_).

The City has designated \_\_\_\_\_\_\_\_\_\_, or his/her designee as City’s Representative, who shall have authority to act on the City’s behalf with respect to this Agreement consistent with the budget contract policy.

**2. TERM**.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or earlier, unless extended by mutual written agreement of the Parties.

**3. COMPENSATION AND METHOD OF PAYMENT**.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as **“Exhibit B,”** or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

**4. RECORDS AND INSPECTIONS**.

A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited
to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly to this Agreement.

D**.** The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code,1953, as amended and Park City Municipal Code Title 5 (“GRAMA”). All materials submitted by Service Provider 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 rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as “confidential - business confidentiality” and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

**5. INDEPENDENT CONTRACTOR RELATIONSHIP**.

A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City’s general rights of inspection and review to secure the satisfactory completion thereof.

**6. SERVICE PROVIDER EMPLOYEE/AGENTS**.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

**7. HOLD HARMLESS INDEMNIFICATION**.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider’s negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider’s limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

**8. INSURANCE**.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate for personal injury, bodily injury and property damage.

          The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars ($2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars ($1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

 If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer’s Liability Insurance limits of at least One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) for bodily injury by accident, and One Million Dollars ($1,000,000) each employee for injury by disease.

 .

 The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

G. The Service Provider’s insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

H. For any claims related to this Agreement, the Service Provider’s insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and

 volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider’s insurance and shall not contribute with it.

**9. TREATMENT OF ASSETS**.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City’s performance hereunder).

**10. COMPLIANCE WITH LAWS AND WARRANTIES**.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.

C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

**11. NONDISCRIMINATION**.

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

1. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment­ related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy- related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
2. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
3. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

**12. ASSIGNMENTS/SUBCONTRACTING**.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

**13. CHANGES**.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

**14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES**.

1. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
2. Nothing herein is intended to confer rights of any kind in any third party.
3. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

 **15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS**.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

**16. TERMINATION**.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days’ written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

**17. NOTICE**.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

**18. ATTORNEYS FEES AND COSTS**.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in connection with that action or proceeding.

**19. JURISDICTION AND VENUE**.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

**20. SEVERABILITY AND NON-WAIVER**.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

**21.** **ENTIRE AGREEMENT**.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

**22. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**23. ELECTRONIC SIGNATURES**.

Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

**PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation

445 Marsac Avenue

Post Office Box 1480

Park City, UT 84060-1480

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Matt Dias, City Manager

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Recorder’s Office

Approved as to form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Attorney’s Office

**SERVICE PROVIDER NAME**

 Address:

 Address:

 City, State, Zip:

Tax ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PC Business License# BL\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH )

) ss.

COUNTY OF SUMMIT )

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*title or office*) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation (or limited liability company).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the \_\_\_ day of \_\_\_\_\_\_, 20\_\_\_at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert State and County here).

Printed name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “A”**

SCOPE OF SERVICES

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK