

## **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 21<sup>st</sup> day of September, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company d/b/a **REPUBLIC SERVICES OF SUMMIT COUNTY**, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain waste collection and recycling 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"). Services shall be billed monthly at the rates set forth in Exhibit A. The total estimated fee for the Project shall not exceed Twenty-Four Thousand Six Hundred Dollars (\$24,600) per annum for City Facilities and One Hundred Thirty Five Thousand Dollars (\$135,000) per annum for the Main Street Business Improvement District (BID) area, plus an additional 3 ½% annual inflation adjustment.

The City has designated Jonathan Weidenhamer, or his 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.

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**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 November 30, 2027 or earlier as provided herein. Subject to mutual written agreement between the parties, this Agreement may be extended for two (2) two year terms based on key deliverables and waste reduction milestones.

**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. Interest shall accrue at a rate of one and five tenths percent (1.5%) per month or, if lower, the maximum rate permitted by applicable law, for services remaining unpaid for thirty (30) days until the balance is paid in full.
- E. Service Provider may increase or decrease the rates for services as a result of increases or decreases in costs incurred by Service Provider due to (a) any third party or municipal hauling company or disposal or recycling facility being used; and (b) changes in costs due to a force majeure event.
- F. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- G. 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

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matters covered, directly by this Agreement, including that which is necessary to sufficiently and properly reflect all 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 by this Agreement for two (2) years after the termination or expiration of the Agreement.
- C. Upon reasonable advance written notice, the Service Provider shall, during normal business hours, 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 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 to this Agreement. Such audits shall be conducted not more than once during each annual period of this Agreement; however, the City may reasonably request other Agreement-related information from Service Provider as needed.
- 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

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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 reasonable 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 to the extent arising out of, in connection with, or incident to Service Provider's negligent performance or failure to perform any aspect of this Agreement; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers or any third party from any claims arising from the negligence or willful misconduct 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.

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### **8. PERFORMANCE BOND.**

The Service Provider shall furnish to the City 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 Thousand Dollars (\$50,000.00).

### **9. 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. 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 blanket-form waiver of subrogation endorsement in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

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- D. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds via blanket-form endorsements 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 blanket-form endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- E. 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.
- F. 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.
- G. 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.

### **10. 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).

### **11. 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 on account of this Agreement.

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- 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.

### **12. 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:

- A. 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.
- B. 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.
- C. 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.

### **13. ASSIGNMENTS/SUBCONTRACTING.**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

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- 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.

### **14. 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.

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

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. 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.

### **16. 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.



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

### **17. TERMINATION.**

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least Sixty (60) 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 material provisions of the Agreement and fails to correct such noncompliance within thirty (30) days' written notice thereof, the City may terminate this Agreement for cause upon thirty (30) days written notice to the Service Provider. 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. Upon termination, the Service Provider shall be paid for services performed on or before the termination effective date and Service Provider shall collect its equipment, and shall have no further obligation to perform any services under this Agreement.

### **18. DEFINITIONS.**

**EXCLUDED WASTE.** Excluded Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

**HAZARDOUS WASTE.** Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

**RECYCLABLE MATERIAL.** Recyclable Material consists of any material or substance at City locations that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

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**SOLID WASTE.** Solid Waste is any nonhazardous solid waste generated at City locations that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Excluded Waste.

**WASTE MATERIAL.** Waste Material is all Solid Waste and Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Excluded Waste.

**APPLICABLE LAW.** Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

### **19 TITLE; RIGHT TO REJECT OR REFUSE EXCLUDED WASTE AND NON-COMPLIANT RECYCLABLE MATERIALS.**

Title to Waste Material shall pass to Service Provider when loaded into Service Provider's collection vehicle or otherwise received by Service Provider. Title to and liability for any Excluded Waste shall at no time pass to Service Provider.

If Excluded Waste is discovered before it is collected by Service Provider, Service Provider may refuse to collect the entire Waste Container that contains the Excluded Waste. In such situations, Service Provider shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Service Provider, Service Provider may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Service Provider to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Service Provider in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Service Provider, Service Provider shall release City from any liability for any such costs incurred by Service Provider in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

**SPECIFICATIONS FOR ALL RECYCLABLE MATERIALS.** Recyclable Materials

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shall comply with any and all specifications provided in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received from City Facilities or BID is rejected by the recycling facility or is not of the intended quality or grade, Service Provider will notify City and City shall pay any damages, costs, and penalties incurred by Service Provider due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Service Provider from selling some or all of the Recyclable Materials, Service Provider may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Materials in a landfill and update the City's rates accordingly.

**RECYCLING** means the collection of Recyclable Materials pursuant to this Agreement, including any delivery of Recyclable Materials called for by this Agreement.

**RECYCLABLE MATERIAL** means any items classified as recyclable materials under this Agreement.

### **20. Force Majeure.**

Any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Service Provider has no control, shall not be included as part of Service Provider's service under this Agreement. In the event of increased volume due to a Force Majeure event, Service Provider and the City shall negotiate the additional payment to be made to Service Provider. Further, the City shall grant Service Provider variances in routes and schedules as deemed necessary by Service Provider to accommodate collection of the increased volume of Waste Materials.

### **21. EQUIPMENT AND ACCESS.**

Any equipment Service Provider furnishes shall remain Service Provider's property. City shall provide safe, unobstructed access to the City Service Provider equipment at City property on the scheduled collection day. Service Provider may charge an additional fee for any additional collection service required by City's failure to provide access to Service Provider Equipment at City property.

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### **22. EXCLUSIVITY.**

City grants Service Provider the exclusive right to provide the services identified in this Agreement; provided, however, PCMC reserves all rights to terminate and modify this Agreement as provided herein.

### **23. 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.

### **24. 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.

### **25. 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.

### **26. 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.

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- 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.

### **27. 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.

### **28. 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.

### **29. 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.

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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

DocuSigned by:

*Matt Dias*

\_\_\_\_\_  
Matt Dias, City Manager

Attest:

DocuSigned by:

**Marissa Marleau**

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

DocuSigned by:

*Margaret Plane*

\_\_\_\_\_  
City Attorney's Office

**SERVICE PROVIDER:**  
**ALLIED WASTE SERVICES OF NORTH  
AMERICA, LLC**, a Delaware limited liability  
company d/b/a **REPUBLIC SERVICES OF  
SUMMIT COUNTY**  
4144 Atkinson Ave.  
Park City, UT 84098

Tax ID#: 20-1838910  
PC Business License #: B-005238

DocuSigned by:

*Gordon Raymond*

\_\_\_\_\_  
Signature

Gordon Raymond

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

GM

\_\_\_\_\_  
Title

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





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I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the <sup>14</sup> day of <sup>September</sup>, 2022 at  
Utah Salt Lake County (insert State and County here).

Printed name Gordon Raymond

Signature:   
779A4D0F884E45E...

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT "A"

### SCOPE OF SERVICES

#### Location

Service Provider will provide collection and disposal services for the Main Street Business Improvement District ("BID") within the boundaries as outlined by its legal definition:

Beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main 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 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 the beginning.

HPCA Shared and Individual Accounts - Service Provider understands there to be shared dumpsters located at the Brew Pub parking lot, Creekside on Swede Alley, Brick enclosure on Swede Alley, the Transit Center, and China Bridge parking garage. Frequency of the services for these containers, and removal of these or addition of incremental dumpsters will be reviewed annually, or at the request of Service Provider or City. The Fees/Rates below will apply. Service Provider has an ability for next day service of compactors provided the request is timely and no other special needs are required at that time.

Service Provider's understanding of the current shared dumpsters as listed by location, type of container, and frequency:

<b>Yearly Service (Shared Dumpsters)</b>	<b>Frequency</b>
1-8 yd 2x Wk (April 16 - December 14)South Brew Pub Pkg Lot (M,F)	8 months
1-8 yd 3x Wk Creekside (M,W,F)(April 16 - December 14)	8 months
1-8yd 4x WkCreekside (M,W,F,S) (December 15 - April 15)	4 months
1-4yd 2x Wk Brick Enclosure (M,F) (April 16 - December 14)	8 months
1-4 yd 3x Wk Brick Enclosure (M,W,F) (December 15-April 15)	4 months
1-8 yd 4x Wk (December 15 - April 15) South Brew Pub Pkg Lot (M,W,F,S)	4 months
Front Load - 1-8yd Creekside OCC -1X Wk (F)	12 Months
Front Load - 1-8yd OCC - 3X Wk - South Brew Pub Pkg Lot (M,W,F)	12 Months
<b>Front Load - 8yd 2X South Brew Pub Pkg Lot (M,F)</b>	<b>4 months</b>
1-20yd-OCC - Transit Center (ON-CALL)	24 Hauls/Ann
Compactors 2-30yd ON CALLx week - Transit Center & China Bridge ( )	9 Hauls/Mo
Compactors-Events	20 hauls annually

Container Types - Service Provider will provide the approved toter style containers needed for business pick-up. These cans are limited to 65-gallon containers and 95-

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gallon containers if requested. Service Provider will deliver requested additional containers by next business day at 4:00 p.m., provided that assets are available to do so.

City Facilities - Service Provider will service the following City facilities and front-load containers for the duration of the Agreement. Any changes in container size and/or frequency of service will be communicated to Service Provider by the City at least seven (7) days prior to the need.

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 Gilmore Way	8 yd	1 time/week
The MARC	1200 Little Kate	4 yd	1 time/week
Miner's Hospital (City Park)	1354 Park Avenue	TBD	TBD

Container Access - The responsibility for shoveling and cleaning around the dumpsters will be that of the City or the independent business. If our driver is required to get out of his truck to clean-up excess materials around a container, we will bill the City Fifty Dollars (\$50.00) per incident. If the materials can be contained in a throwaway bag or two, there will be no charge to the City. If the excess materials around a container are so large that motorized equipment is needed, we will call the City and then return to the location to service it once the location has been cleared of the debris. All front-load containers that need to be rolled out will be handled by our commercial rollout collections team. If a container cannot be safely rolled out, we will notify and work with the Historic Park City Alliance ("HPCA") to come up with an adequate solution. Front-load containers will be of steel or durable plastic material. We cannot commit to servicing unsafe containers. If the driver and management determine that a container is unsafe to dump, the container(s) will be serviced as soon as it is safe to do so. We will work with Public Works to attend to the containers prior to pick-up.

Container Identification - Service Provider identifies its front-load and roll-off containers with Service Provider stickers. Other service-related sticker, like "Recycle Only" can also be put on the containers by Service Provider where needed or requested.

Side-load commercial containers will have a Service Provider hot stamp on the containers. These containers also have individual serial numbers on the containers that each individual business can use to identify and track their cans. However, Service Provider does not use these numbers to track where containers are located. Grease pens

## **PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

are also used at times to mark or identify containers and which business they belong to if desired. At times, individual businesses will use their own personal identification system to identify and mark their cans.

Container Replacement – When a can is broken, has an irreversible smell, or needs replaced, Service Provider will repair/replace the container at no charge to City or the business provided that the reason for the fix/replacement is due to normal use not because of negligence on the part of the business. If the can replacement or repair is needed because of negligence, the business and/or City will be charged for the fix/replacement. Toters typically last between 7-10 years, depending on batch from the manufacturer and weather severity. Front-load containers last 10-20 years.

Collection Hours – Regular collection hours will occur between 7 a.m. and 7 p.m., Monday through Saturday. Service Provider will observe the following holidays: New Year's Day, Independence Day, Thanksgiving and Christmas, and will not conduct regular servicing on these holidays. Sunday, special events, and holiday pick-ups will be offered at an extra rate of Two Hundred Dollars (\$200.00) per hour per worker (see our pricing page for more information). We must pay all Sunday workers a minimum of 4 hours of work. Therefore, a minimum of 4 hours will be charged for any Sunday, special event, and/or holiday collection (which requires servicing beyond regularly scheduled service) at this rate of Two Hundred Dollars (\$200.00) per hour per worker. Sunday, special event, and holiday service requests must be submitted at least thirty (30) days in advance.

Local Support and Safety – Trucks/services will continue to be deployed from our office and full-service maintenance shop located at 4144 Atkinson Ave, Park City. To help eliminate litter-spread, roll-off trucks are tarped and front-load and side-load trucks have catchalls. Drivers are instructed to get out and collect any waste they see leave their truck (where safe and reasonable to do so). Stormwater Pollution Prevention Plan (SWPPP) plans are in place for our Park City location and can be shared upon request. Spills are managed immediately by our operations and maintenance teams. If we can clean-up the spill it will be done immediately. If a professional cleaning service company is required, they will be called immediately, and we will work with them until the clean-up is done. We will call all required reporting entities as required.

A benefit of a partnership with Service Provider is that we have the trucks and manpower of five (5) other divisions in Utah at our disposal in case of emergency or extenuating circumstances. We are locally run but have national support. In the event of severe weather, a natural disaster, or an emergency, we will draw on our resources and manpower to do all we can to ensure service is provided as scheduled. If this is not possible, we will provide services as soon as we are safe to conduct operations. Under these circumstances, we will maintain communication with City regarding our operational

## PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

strategy. Service Provider will continue its practice of communicating with the City points of contact for any service delays or concerns. We will work with the City and provide all information requested related to the waste removal/diversion/recycling program(s).

Disposal Services - Waste from the City will continue to be disposed of at the Summit County landfill. Single stream recycling materials will be disposed of at Waste Management's Facility in Salt Lake City. Any changes to these disposal sites will be made in consultation with the City. Tipping fees will be paid for by the City businesses. City businesses will pay all tipping fees and contamination fees for recycling disposal and will receive one hundred percent (100%) of any applicable recycling rebates.

Customer Service - Service Provider service standard is to collect on the schedule day, service misses within twenty-four 24 hours of being notified and deliver containers within seven (7) days of the request. Calls into our office will be answered by trained CS agents locally, in Salt Lake City, or at our call center. The Municipal Manager (Reece), Contract Administrator (Ashlee), and Ops Managers (Vaughn and Darren) are always available to be contacted by HPCA, PCMC, or the businesses.

Monitoring and Reporting - Service Provider will monitor waste monthly and provide reports semi-annually. Monitoring will occur through random waste contamination identifications at the recycling drop-off location and through various curbside spot-checks. Service Provider will attend City trash sub-committee meetings and attend City Council meetings as needed.

Momentum Recycling - Service Provider will refer inquiries regarding glass recycling and food waste programs to Momentum Recycling. Service Provider will work with Momentum Recycling towards the City's zero waste efforts. Service Provider will take instruction from the City, not Momentum Recycling, in these efforts.

### Fees/Rates

Baseline (Monday – Saturday)	Pricing
MSW Frontload	\$ 5.23 per yard
OCC/Recycling Frontload	\$ 7.58 per yard
Frontload pull-out rate	\$ 4.35 per pull-out
Minimum Frontload charge	\$ 55.00 per month
Independent MSW toters	\$ 4.25 per toter per dump
Independent Recycling toters	\$ 6.38 per toter per dump
Minimum Toter charge	\$ 23.00 per month
20-yard OCC – Transit Center	\$ 397.00 per haul
30-yard MSW Compactors/open tops	\$ 299.00 per haul

Professional Service Agreement (Standard)

Updated 5-2020

## PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Food Waste	Referred to Momentum Recycling
Glass recycling	Referred to Momentum Recycling
Sunday collection	\$ 200 per hour per worker – minimum of 4 hours of payout per Sunday
Park City Municipal Buildings/facilities	Same rate schedule as above
Year-over-year increase (each Dec. 1 <sup>st</sup> )	3.5% annual fixed
Fuel Recovery Fee	\$1,500 per year for every \$0.25 over \$2.25 per gallon for CNG and \$3.75 for diesel – this will be added annually using the previous 12 months average fuel rate.

Shared Containers – Service Provider will dump shared containers (Municipal Solid Waste {"MSW"} and Recycling) at the Brew Pub parking lot, Creekside on Swede Alley, Brick enclosure on Swede Alley (Firewood), the Transit Center and China Bridge Parking Garage. They will be charged at the rates of:

- \$5.23 per yard for frontload MSW containers.
- \$7.58 per yard for frontload Recycling containers.
- \$397.00 per haul for the OCC (old corrugated cardboard) roll-off at the Transit Center.
- \$299.00 per haul for the MSW compactors and any open tops we haul
- There is a minimum frontload service charge of \$55.00 per month per account.
- Some frontload containers are in enclosures and need to be pulled out by hand for them to be able to be serviced; therefore, there is a \$4.35 per pull-out rate.
- Extra dumps of frontload containers, both MSW and Recycling, beyond the regular dump schedule, will be charged at the rate of \$55.00 per dump.

Fees Individual Account Containers – Service Provider will service individual businesses within City on a schedule agreed upon by the businesses and Service Provider and at

## **PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

rates of:

- \$4.25 per dump per toter/container for MSW with a minimum monthly account service charge of \$55.00.
- \$6.38 per dump per toter/container for Recycling with a minimum monthly account service charge of \$23.00.

Fees for “on-call” Service, Sundays, Holidays, other as needed: A minimum of four (4) hours will be charged for any Sunday and holiday collection (when we’re not planning on already servicing on the holiday) at a rate of \$200.00 per hour per worker.

**PARK CITY MUNICIPAL CORPORATION  
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK

Any “extra” work shall be approved in writing in advance by the City.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/09/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certifiaceteam@ccmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<span style="font-size: 2em; color: red; font-weight: bold;">APPROVED</span>	<b>INSURER A:</b> ACE American Insurance Co.	NAIC # 22667
	<b>INSURER B:</b> Indemnity Insurance Co. of North America	43575
	<b>INSURER C:</b> ACE Fire Underwriters Insurance Co.	20702
	<b>INSURER D:</b> Illinois Union Insurance Company	27960
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 2189795** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G47331067	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS -COMP/OP AGG \$ 15,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED ONLY <input type="checkbox"/>			ISA H1073261A	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A A A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C50702145 - AOS WLR C5070192A - MA/OR SCF C50702182 - WI WCU C50702273 - OH XS TNS C68991171 - TX NS/XS	06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Division Number: 4494 - Named Insured Includes: Allied Waste Services of North America, LLC - DbA: Allied Waste Services of Summit County

<b>CERTIFICATE HOLDER</b>  Park City Municipal Corporation PO Box 1480 Park City, UT 84060 United States	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**
**CERTIFICATE NUMBER: 2189795**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

POLICY NUMBER: HDO G47331067

Endorsement Number: 12

1

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2010 (0704), provided such contract was executed prior to the date of loss	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

1

POLICY NUMBER: HDO G47331067

Endorsement Number: 17

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 37 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".