



November 1, 2022
Crystal Makin
220 East Morris Avenue
South Salt Lake, Utah 84115

Crystal,

Re: Annual Cost of Living Increase for Solid Waste and Recycle Collection Services

ACE Recycling and Disposal is proud to provide solid waste and recycling services to South Salt Lake. As stated in our contract, we are allowed an annual cost of living adjustment that will be effective as of January 1, 2023.

We are requesting a rate increase of **8.3%** as reported by the **September 2022 West Urban Index published by the U.S. Bureau of Labor Statistics.**

*\$10 1 Trash
1 Recycle*

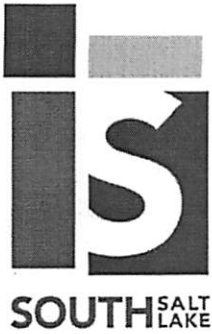
New Rates for Current Services:

| | | |
|----------------------------------|----------|--------|
| 1 st Trash Container: | \$5.39 | 4.36 |
| Additional Trash Container: | \$2.16 | 1.74 |
| Recycling Container: | \$4.27 | 3.45 |
| City Facility Dumpsters: | \$185.61 | 100.00 |
| Neighborhood Dumpster: | \$123.74 | 150.00 |
| Glass: | \$401.79 | 350.00 |
| Bulk: | \$2.85 | 2.63 |

Your attention to this matter is appreciated. If you have questions, please call me at 801-652-8946.

Sincerely,
Dawn Beagley

Free
*Special Events
City Facility Collection
Christmas Tree Collection*



*City of South Salt Lake
220 East Morris Avenue (2430 South)
South Salt Lake, Utah 84115
(801)483.6000 Fax (801)483.6001*

AGREEMENT FOR COLLECTION OF HOUSEHOLD WASTE AND RECYCLABLE MATERIALS

THIS AGREEMENT ("Agreement") entered into this 31st day of December 2017, between the City of South Salt Lake, a municipal corporation organized under the laws of the state of Utah, 220 East Morris Avenue, 2nd Floor, South Salt Lake, Utah 84115, ("CITY") and ACE Disposal Inc., a Utah corporation, 2274 South Technology Dr., West Valley City, Utah 84119, ("CONTRACTOR") regarding the collection and disposal of household waste and recyclable waste ("Project"). CITY and CONTRACTOR agree as follows:

1. THE PROJECT.

- a. CONTRACTOR shall provide weekly curbside collection of one or more containers of household waste at approximately 4,100 separate locations (approximately 3,900 primary solid waste containers and 200 secondary containers) and weekly collection of approximately 3,800 containers of recyclable waste; and
- b. CONTRACTOR shall provide Fall/Spring cleanup collection to customers of the CITY. Fall/Spring cleanup shall be provided during a two (2) week period, semi-annually, on dates which are mutually agreeable to the parties. Fall/Spring cleanup shall consist of curbside collection of items which are boxed, bundled, or bagged and which are cut/broken down to a maximum length of 5feet and a maximum weight of 75lbs. Spring/Fall cleanup will be provided by CONTRACTOR for each residence in the city. The CONTRACTOR and the CITY shall require that all material left out be boxed, bagged, or bundled, in accordance with regulations promulgated by CONTRACTOR and CITY. Hazardous waste, automotive parts, concrete and dirt are expressly excluded from the Fall/Spring cleanup collection service.

- c. CONTRACTOR will provide weekly collection of household waste and recyclable waste at the City facilities listed in Exhibit 1, which is attached hereto and incorporated by reference; and
- d. CONTRACTOR will provide Christmas tree recycling curbside at each residence; and
- e. Upon the CITY's request, CONTRACTOR will provide roll-off dumpsters; and
- f. CONTRACTOR shall safely and legally transport, process, and dispose of the collected waste and recyclable waste materials in accordance with all applicable federal, state, and local laws and regulations; and
- g. CONTRACTOR shall utilize CITY provided household waste containers; and
- h. CONTRACTOR shall furnish all necessary recyclable waste containers.

2. DEFINITIONS.

For purposes of this Agreement the following definitions shall be used:

Bulky waste: Large items of solid waste including, but not limited to, appliances, furniture, construction and demolition waste, motor vehicles, tires, trees, branches, and stumps;

Construction and demolition waste: Solid waste resulting from the construction, remodeling, repair, and demolition of structures and from road building and land clearing. Such waste includes, but is not limited to, bricks, concrete and other masonry materials, soil, rock, wall coverings, plaster, drywall, and other inert material, plumbing fixtures, non-asbestos insulation, roofing shingles, asphaltic pavement, glass, plastics that are not sealed in a way that conceals other wastes, wood, and metals that are incidental to any of the above. Solid waste that is not construction and demolition waste (even if resulting from the construction, remodeling, repair and demolition of structures, and from road building and land clearing) includes, but is not limited to, hazardous waste, asbestos-containing material, garbage, fluorescent electrical fixtures containing mercury, transformers containing polychlorinated biphenyls, thermostats containing mercury, refrigeration units containing chlorofluorocarbons, radioactive waste, tires, drums and containers with liquid or unrecognizable wastes, and fuel tanks;

Hazardous waste: Solid waste, or a combination of solid wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious or incapacitation irreversible illness, or pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed, or otherwise managed, or any solid waste listed as a hazardous waste under Section R315-2-10 of the Utah Hazardous Waste Management Rules, or any solid waste that exhibits a characteristic of a hazardous waste as defined in Section R315-2-9 of the Utah Hazardous Waste Management Rules;

Household waste: Waste generated and discarded from a residential dwelling, normally and reasonably associated with households and household activities, not including bulky waste, construction and demolition waste, hazardous waste; or any other type of waste that is prohibited by state rule or law, or health department regulation from being carried by a commercial waste hauler or from being deposited in a municipal landfill;

Residential dwelling: means a dwelling that abuts on a publicly owned and maintained road within the corporate limits of CITY, is part of a building having less than three units is occupied by a person or a group of persons comprising not more than two families, is currently receiving water and domestic sewer services and includes condominiums where each dwelling unit abuts a public road and has individual drive access to the public road;

Recyclable Waste: Paper, including: brochures, catalogs, computer paper, junk mail, magazines, mixed office paper, newspapers, telephone books; cardboard, including: cardboard, cereal boxes, gift, shoe and tissue boxes, paper bags, and paper board; Plastics, including: clear and colored bottles, food and juice bottles, milk jugs, plastic bottles, plastic containers, plastic jugs, soda pop bottles, water jugs and bottle; and Metals, including: aluminum cans, steel cans, tin cans and various food cans; and

Not recyclable waste: Aerosol cans, aluminum foil, car batteries, china and ceramics, clothing, cookware, disposable diapers, food and liquid waste, glass, household hazardous waste, light

bulbs and tubes, motor oil, paint cans, plastic grocery bags, plastic toys, small appliances, Styrofoam packaging, trash and yard waste, used paper plates and cups, pizza boxes, wax paper, wood scraps.

3. TYPE OF COLLECTION

CONTRACTOR shall provide weekly collection of household waste and weekly collection of recyclable waste from residential dwellings approved by the CITY and from other dwellings who receive a permit from the City.

Normal collection points for household waste and recyclable waste shall be at curbside or on public rights- of-way. However, where an accommodation is necessary for those with one or more disabilities CONTRACTOR will provide an accommodation in accordance with the American with Disabilities Act. CONTRACTOR shall collect all household waste, recyclable waste, and bulky waste that is in a proper container and which is of the type that may be placed for collection. When service is refused for failure to comply with the property container and waste type restrictions, CONTRACTOR shall notify the resident(s) with the use of a door hanger indicating the noncompliance concern.

- a. **Household Waste Containers- Specifications.** House hold waste containers shall be provided by the City. Containers shall not exceed 100 gallons in capacity. In the event any container which does not conform to the provisions of this section is set out for collection, CONTRACTOR shall have the authority to deny collection services for such container. Any container not meeting the requirements of this section will be tagged by CONTRACTOR or City and shall not be used again.
- b. **Recyclable Waste Containers Specifications.** Recyclable waste containers shall be provided by CONTRACTOR. Containers shall be 95 gallons in capacity and shall be of a different color than household waste containers. In the event any container which does not conform to the provisions of this section is set out for collection, CONTRACTOR shall have the authority to deny collection services for such container. Any container not meeting the requirements of this section will be tagged by CONTRACTOR or City and shall not be used again. City shall be responsible for the replacement cost of recyclable waste containers that are lost, stolen, or damaged, not including those containers

damaged by CONTRACTOR. CONTRACTOR shall be responsible for replacing recyclable waste containers damaged by CONTRACTOR. The cost charged to CITY for replacement of recyclable waste containers shall be \$75 per container.

c. Materials Not Collected. The following materials shall not be collected:

Highly flammable or explosive materials

Hazardous or radioactive waste materials

Hot ashes, cinders, clinkers, or stove ashes which could ignite other refuse

Dead animals

Septic tank waste or holding tank waste from recreational vehicles or travel trailers

Tires

Batteries

Oils, paint, paint thinner

Bulky waste

Construction and demolition waste

In regard to placement in recyclable containers, and in addition to items described in paragraph (c), all waste that is not "recyclable waste."

d. Waste Materials Requiring Special Preparation.

i. Small animal waste material must be dry and mixed with sand, sawdust, commercial pet litter, or similar absorptive material, and double wrapped in paper or placed in a separate plastic bag before being placed in a refuse container for disposal

ii. Sharp objects such as broken glass, knives, and hypodermic needles must be double wrapped in paper or other suitable material so that no sharp edge is exposed before being placed in a refuse container for disposal

iii. Ashes, cinders, or clinkers must be wrapped separately in a plastic bag or other suitable material so as to prevent dust blowing before being placed in a container for disposal.

4. COLLECTION OPERATION

a. **Collection Schedule.** CONTRACTOR shall prepare and submit for approval a collection schedule which will insure regular weekly collection service of household waste and weekly collection of recyclable waste. The collection of recyclable waste shall occur on the same day of the week as the household waste collection. The collection schedule shall show the days of the week on which collection will be made at each residential dwelling in the collection zone. All regular collection schedules shall be made Monday through Friday. CONTRACTOR shall provide CITY with maps and schedules of collection routes and keep such information current at all times. Maps and schedules of collection routes shall be provided to the CITY's a minimum of thirty (30) days prior to the initiation of collection operations or changes in operations. Maps and schedules of collection routes shall show the day(s) for regularly scheduled pickup for each route and area. CITY may request that collection routes for Fall/Spring cleanup service be provided on a daily basis during the cleanup service period.

b. **Time of Collection.** CONTRACTOR shall not commence collection of household waste or recyclable waste in residential areas prior to 7:00AM or continue collection after 6:00PM.

c. **Holidays.** The following shall be holidays for the purposes of his contract: New Year's Day, 4th of July, Thanksgiving Day, Christmas Day.

d. **Change of Collection Schedule.** CITY must give prior written approval to all routes and schedules when established or changed prior to implementation by CONTRACTOR. Changes in regular collection routes or schedules shall not be made more often than once during any six month period without the written consent of CITY. CONTRACTOR shall notify each and every home in the affected collection route(s) by distributing flyers or through other canvassing means of any changes in collection schedules at least 30 days prior to the intended date of the proposed schedule change. If the collection is made the day following the holiday, no published notice is necessary.

e. **Employees.** CONTRACTOR agrees to prohibit any employee from working while under the influence of alcohol, drugs or otherwise impaired and by prohibiting drinking alcoholic beverages by his drivers and crew members while on duty or in the course of performing their duties under this contract. CONTRACTOR's employees shall be

required to wear a clean uniform bearing the CONTRACTOR's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. Employees driving CONTRACTOR's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of Utah. CONTRACTOR'S employees, officers, agents, and sub-contractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of CITY.

f. Hauling. All household waste and recyclable waste hauled by CONTRACTOR shall be contained, tied, or enclosed so that leaking, spilling or blowing are prevented, and if CONTRACTOR causes waste or other deleterious material to be deposited and remain on the street, CONTRACTOR shall be responsible to immediately clean the material up; if CONTRACTOR fails to do so, CITY may elect to perform the cleanup and bill the CONTRACTOR its cost incurred.

g. Disposal. All household waste collected for disposal by CONTRACTOR shall be hauled to the Salt Lake County Transfer Station located at approximately 3300 South 500 West. No tipping fee shall be required to be paid for loads which contain only household waste collected pursuant to the terms of this Agreement. In the event that Salt Lake County Transfer Station closes or becomes otherwise unusable, the CONTRACTOR and CITY will determine the best means of waste disposal and adjust the contract price upon written mutual agreement. CONTRACTOR shall haul recyclable waste to an appropriate recyclable waste sorting center.

h. Collection Equipment. Contractor shall provide an adequate number of vehicles for household waste and recyclable waste collection services. All vehicles shall be equipped with sufficient loading devices for dumping containers of household waste or recyclable waste described in this Agreement. Each vehicle shall have clearly visible on each side of the vehicle the identity and telephone number of CONTRACTOR.

i. Public Service Messages. At no charge to CITY and with prior approval from CONTRACTOR, CONTRACTOR will permit the CITY to post public service messages on collection vehicles as long as posting of the messages can be accomplished at no cost to the CONTRACTOR.

j. **Complaints.** CONTRACTOR shall maintain a live telephone customer service line and shall furnish this number to CITY and to each resident so that they can call CONTRACTOR at their convenience during all hours. CONTRACTOR shall investigate all complaints received and, if allegations are verified, arrange for the household waste or recyclable waste to be picked up within twenty-four (24) hours or provide such other suitable remedy as the situation may dictate.

k. **Office.** CONTRACTOR shall maintain a local office through which it can be contacted. It shall have a responsible person in charge from 8:00AM to 5:00PM on regular collection days. The office shall be located within Salt Lake County, State of Utah.

l. **Point of Contact.** All dealings, contracts, etc. between CONTRACTOR and CITY shall be directed by CONTRACTOR to Finance Director.

m. **American with Disabilities Act.** CONTRACTOR shall, when requested in writing by CITY, provide those people with disabilities an accommodation in such a manner that the household waste and recyclable waste service may be provided.

5. COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Agreement in compliance with all applicable federal, state, and local laws, rules, regulations and ordinances.

6. EFFECTIVE DATE

This Agreement shall be effective upon execution by City and Contractor and performance under the Agreement shall begin January 1, 2018.

7. NONDISCRIMINATION.

CONTRACTOR shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8. INDEMNITY

CONTRACTOR will indemnify, save harmless and exempt CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses, and attorney's fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of CONTRACTOR, its officers, agents, servants and employees; provided, however that CONTRACTOR shall not be

liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising solely out of a willful or negligent act or omission of CITY, its officers, agents, servants and employees.

9. LICENSES AND TAXES

CONTRACTOR shall obtain all licenses and permits and promptly pay all taxes and other charges required for the performance of this Agreement.

10. TERMS

The term of this Agreement shall be five (5) years beginning January 1, 2018 and ending on December 31, 2023.

- a. Renewal option. At CITY's sole option and discretion it shall have the option to extend the term of the contract for an additional four (4) years on the same terms and conditions contained in this Agreement by giving CONTRACTOR six (6) months advance notice in writing prior to the expiration of the initial five-year term.

11. INSURANCE.

CONTRACTOR shall at all times during the Agreement maintain in full force and effect a minimum of the following insurance coverage: (a) Automobile Liability; (b) Worker's Compensation; (c) General Liability and Property Damage Insurance, and (d) Environmental Liability Insurance. The Automobile liability policy, General Liability policy, and Environmental Liability policy shall have minimum limits of \$5,000,000 per occurrence, \$5,000,000 aggregate. Worker's Compensation limits shall be written with limits not less than those statutorily required, Employers Liability limits shall be written with limits not less than \$1,000,000. The insurance, other than Workers' Compensation and Environmental Liability, shall contain an endorsement listing CITY as an additional insured for ongoing and completed operations (ISO CG 20 10 and ISO CG 20 37 or equivalents). All policies shall apply on a primary basis, without contribution from the City's insurance or self-insurance funds. All Insurers shall have a minimum AM Best rating of A-, and a minimum AM Best financial size of X. All insurance shall be by insurers and for policy limits acceptable to the City and, before commencement of work hereunder, Contractor agrees to furnish CITY a certificate of insurance documenting that the required insurance coverage is in force. CONTRACTOR agrees to waive

their rights of subrogation arising from the work performed under this Agreement. By the first day of July each year that this Agreement is in effect, CONTRACTOR shall provide the City an updated certificate of insurance demonstrating that the required insurance coverage remains in effect.

12. PERFORMANCE BOND

- a. CONTRACTOR shall execute and deliver to CITY a performance bond with a corporate surety, conditioned upon the faithful performance of this Agreement. The performance bond shall be in the amount of One Hundred Thousand Dollars (\$100,000) and shall be in force for the full term of the Agreement. CONTRACTOR shall bill the CITY annually for the premium payment for the bond which shall be over and above the contract price.
- b. The Agreement shall not become effective until the bond has been delivered to the CITY and approved by the City Attorney.
- c. The term of the bond will be stated on its face.
- e. Any notice of cancellation of the bond will be served upon CITY by delivering a written notice of cancellation to the Office of the Mayor, and a copy to the City Recorder and the City Attorney thirty (30) days prior to the effective date of cancellation.
- f. This Agreement shall not be terminated because of violation of this provision if within twenty (20) days after service of notice of cancellation as provided above, CONTRACTOR files with CITY a similar bond approved by the City Attorney to be effective for the balance of the term of this Agreement commencing on the date of such termination.

13. BASIS AND METHOD OF PAYMENT

- a. Household Waste. City shall pay CONTRACTOR within thirty (30) days after the end of the monthly period for which the invoice is submitted. City shall pay CONTRACTOR the sum of \$4.36 per month per pickup for the first can refuse container per residential dwelling. City shall pay CONTRACTOR the sum of \$1.74 per month for a second can refuse container at the same residential dwelling. It is estimated that on January 1, 2018 there will be approximately 4,100 pickups. The number of pickups of refuse containers shall be verified annually by CONTRACTOR. Billings shall be based only upon the total

number of residential dwellings as agreed upon by CONTRACTOR and CITY at the beginning of the contract period and each following contract year. CONTRACTOR shall submit an invoice to the CITY within ten (10) days after the end of the monthly period for services performed the previous month.

- b. **Recyclable Waste.** City shall pay CONTRACTOR \$3.45 per month per pickup for a recyclable container. Billing for recyclable containers shall be based upon actual addresses of residential dwellings at which recycling service is provided pursuant to a recycling agreement executed between CITY and a resident. All recycle containers will be supplied by CONTRACTOR.
- c. **Roll-off Dumpsters.** Roll-off dumpsters at \$100/haul at city facilities and \$150 for others.
- d. **Services at No Cost.** CONTRACTOR will provide special events and weekly CITY facility collection of household and recyclable waste at no additional charge to the CITY. Christmas tree collection will be provided at no charge.
- e. **Modification of Rates.** The fees charged by CONTRACTOR for the second and subsequent years of this Agreement may be adjusted upward or downward to reflect changes in the cost of operations, as reflected by the annual change in the specific Producer Price Index (PPI) for the waste collection industry as computed by the US Department of Labor, Bureau of Labor Statistics, and as reflected by the increase or decrease in number of household waste containers and recyclable waste containers being collected as of the last month of the first year of the contract and every twelve (12) months thereafter (the "Annual Adjustment"). The Annual Adjustment shall be requested by CONTRACTOR and approved by CITY.

14. ASSIGNMENT OF CONTRACT

This Agreement may not be assigned in whole or in part without the express written consent of CITY; in the event of any assignment, the assignee may assume the liability of CONTRACTOR. In the event CONTRACTOR becomes insolvent or bankrupt then the rights authorized hereby shall immediately canceled and annulled and CITY shall have the right to take over the collection of household waste and recyclable waste itself or hire a contractor in its place.

15. OWNERSHIP

Title to all refuse and recyclable waste shall pass to contractor when placed in CONTRACTOR's collection vehicle, removed by CONTRACTOR from the bin, or removed by CONTRACTOR from the customer's premises and shall remain the property of CONTRACTOR until deposited at the Salt Lake County transfer Station and/or recycling facility.

16. TERMINATION

All terms, conditions and specifications of the Agreement are considered material and failure to perform any part of the contract shall be considered a breach. Should CONTRACTOR fail to perform any of its contractual obligations, other than failure to provide the required collection services for a period in excess of five (5) consecutive working days, CITY may, at its option, serve CONTRACTOR with written notice of its default whereupon the CONTRACTOR will have thirty (30) days to remedy the default. If the default has not been cured within thirty (30) days, CITY may terminate the contract; however, in regard to failure by CONTRACTOR to provide the collection service for five (5) consecutive days, the following remedies will apply:

- a. **Failure to Perform.** If CONTRACTOR fails to provide the collection service required by this contract for a period in excess of five (5) consecutive scheduled pick-up days during any one year period, CITY may take any or all of the following actions:
 - i. Employ such persons or a different contractor as it may deem advisable to continue the work until CONTRACTOR is again able to carry out its operations under this contract.
 - ii. Deduct any and all expenses incurred by the CITY by electing the remedy in subparagraph (i) or (iii) from any money due or to become due CONTRACTOR and , should the CITY's cost for continuing the operation exceed the amount due CONTRACTOR, collect the amount due together with interest at the rate of ten percent per annum, from CONTRACTOR or CONTRACTOR's surety company or both.
 - iii. CITY or a substitute contractor hired by CITY shall have the right to immediately take over the collection of all garbage and to take temporary

possession of all land and equipment owned by CONTRACTOR and used by it in the performance of this Agreement. This possession by CITY or its substitute contractor shall be limited to a period not exceeding three (3) months. During that period, in computing the cost of taking over the service as set forth in paragraph (ii), CITY shall credit CONTRACTOR the reasonable rental value of its land and equipment taken. During such a period, the liability of CITY to CONTRACTOR for loss or damage to equipment or facilities so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.

- b. **Conditions Beyond the Parties' Control.** Any failure on the part of either party to this Agreement to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any cause beyond the control of the party so failing to perform, to the extent and for the period that such cause continues.

17. CHANGE IN CITY RULES AND REGULATIONS

If for any reason there is a change in CITY's ordinances as to the method of disposal of garbage or a change in the location of the dump sites, CONTRACTOR shall have the right to renegotiate new contractual provisions to be added to the basic contract by way of amendment. In the event that funding is reduced, CITY shall have the right to renegotiate new contractual provisions with CONTRACTOR within the amount allocated.

18. REFUSE SERVICE-SOUTH SALT LAKE CITY FACILITIES

CONTRACTOR will provide garbage service at the South Salt Lake Facilities listed in Exhibit 1, which is attached hereto and incorporated by reference. CONTRACTOR will provide containers where needed and in such quantity and size as determined by CITY.

19. SUPERVISION.

CONTRACTOR shall supervise, inspect and direct the Project competently and efficiently, devoting such attention and applying such skill and expertise as may be necessary to perform the Project in accordance with this Agreement. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of performing the Project. At all times during the progress of the Project, CONTRACTOR shall assign a competent superintendent who

will be CONTRACTOR'S representative at the site and shall have the authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

20. RESOLVING DISPUTES.

- a. This Agreement shall be governed by the laws of the state of Utah.
- b. To resolve any dispute, the parties may mutually agree to submit the controversy to mediation or arbitration.
- c. When any provision of this Agreement refers to *giving notice*, notice shall be sufficient if delivered in person or if delivered by certified mail to the last know address of the appropriate representative of CITY or CONTRACTOR. The appropriate representative for CITY is the Finance Director. The appropriate representative for CONTRACTOR is CONTRACTOR's agent who signed this Agreement.
- d. The duties and obligations imposed by these General Conditions and the rights and remedies available to the parties by way of this Agreement are cumulative and in addition to any rights or remedies which may be available to the parties at law or equity.
- e. All representations, indemnifications, warranties and guarantees made in this Agreement, as well as all other obligations of a continuing nature described in this Agreement, shall survive final payment, completion, acceptance of the Project or termination or completion of this Agreement.

21. STATUS VERIFICATION SYSTEM.

Pursuant to Utah Code Ann. § 63G-11-103, the CONTRACTOR certifies that it is registered with and participates in a Status Verification System (such as E-Verify), as defined in the Utah Code, to verify the work eligibility status of its new employees that are employed in the state of Utah. The CONTRACTOR further agrees that it will require any subcontractor performing work on this project to similarly certify that it is registered with and participates in a state-approved Status Verification System to verify the work eligibility status of its new employees that are employed in the state of Utah. The Contractor will provide proof of enrollment and participation in a Status Verification System within five days of written request by the City.

22. AMENDMENT. No amendment to this Agreement will be effective unless it is in writing and signed by both parties. CITY reserves the right to amend the Agreement during the 2018

calendar year to increase the scope of services at the rates set forth in CONTRACTOR's proposal dated October 3, 2017.

23. THE AGREEMENT.

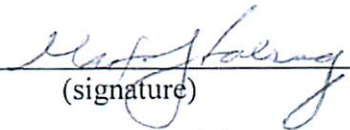
The Parties agree that electronic copies of this Agreement, including the signature page, shall be sufficient evidence of the contents of this Agreement, without reference to the original, signed copy. This Agreement shall consist of the following documents:

- a. Agreement; and
- b. List of City Facilities to be Serviced- Exhibit 1; and
- c. Certificate(s) of Insurance; and
- d. Performance/Payment Bonds

WHEREFORE, CITY and CONTRACTOR, through their duly authorized representatives, execute this Agreement:

For CONTRACTOR:

Dated: 1-21-2018

By: 
(signature)

Name: Matt Stalsberg
Title: VP

For CITY:

Dated: 1-26-2018

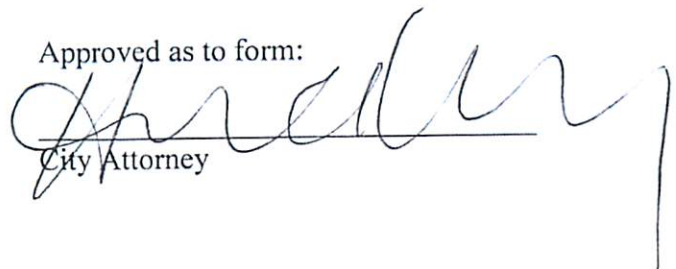
By: 
(signature)

Cherie Wood, Mayor

Attest: 
(signature)

Craig Burton, City Recorder

Approved as to form:


City Attorney

2105 - 08 - 1

500 W. 1st St.