



**REQUEST FOR QUALIFICATIONS  
PUBLIC NUISANCE ABATEMENT**



Prepared by Alene Evans

Code Services

May 15, 2020

## REQUEST FOR QUALIFICATIONS

### Ogden City Corporation PUBLIC NUISANCE ABATEMENT

**NOTICE:** Ogden City ("Owner") is seeking Statements of Qualifications (SOQs) from qualified individuals or firms to provide mowing, debris removal and possible securing of structures for the City's Public Nuisance Abatement program. This Program has been established to bring properties found to be in violation of City ordinances into compliance.

**REQUEST FOR QUALIFICATIONS (RFQ):** Interested individuals or firms may obtain the RFQ Information Packets at no charge at <https://www.ogdencity.com/264/Purchasing>.

**SOQs DUE:** Statements of Qualifications will be received at the office of the Ogden City Purchasing at 2549 Washington Boulevard, Utah 84401 **no later than 1 PM Local Time, June 3, 2020**. Three (3) copies of the contractor's SOQ shall be submitted in a sealed envelope. Any SOQ failing to clearly present all the requested information or failing to be in the requested format may be considered non-responsive and rejected. See RFQ for details on submittals.

**SELECTION OF QUALIFIED FIRMS:** The Owner will review the submitted SOQs for required content, expertise, and experience. The Owner will select the firms to be pre-qualified in placed in a pool or authorized contractor list.

Ogden City reserves the right to accept or reject any submission that best serves its convenience and /or is in the best interest of the city.

Ogden City welcomes and encourages submissions from minority, women owned businesses.

**Published:** May 16 & 23, 2020

**REQUEST FOR QUALIFICATIONS  
PUBLIC NUISANCE ABATEMENT**

Contractors to Provide Mowing, Debris Removal and Securing  
at Various Ogden City Locations

**I. Introduction**

Ogden City is seeking qualified individuals or firms to provide mowing, debris removal and possible securing of structures for the City's Public Nuisance Abatement program. This Program has been established to bring properties found to be in violation of City ordinances into compliance.

In order to equalize the costs to private property owners, the City has established a list of set costs for the various property categories and equipment used to complete the work. Contractors who are willing to accept payment at the rates established by the City may request that their name be placed on the Authorized Contractor List.

The work will be assigned to Contractors on the list on a rotating basis. Contractors who refuse work for any reason will be not be offered work again until the next rotation. Contractors who refuse work three (3) times may be dropped from the list.

Ogden City encourages and welcomes bids from women and minority owned businesses.

**II. Scope of Work – Public Nuisance Abatement**

- A. City Code Service Officers will identify properties in violation of Ogden Municipal Code and will request clean up after following a procedure outlined in the Code. The types of properties cited and the amount of work available will vary depending on the number of inspections completed and the compliance level of property owners.
- B. Contractors shall comply with operational and maintenance instruction from City Code Services personnel only and must obtain prior authorization for any additional work. A list of authorized City Employees will be provided to the Authorized Contractors.
- C. Ogden City may require a demonstration of record keeping and accounting practices, and environmental disposal practices. Authorized Contractors shall provide evidence of proper disposal of debris upon request.
- D. Authorized Contractors will be contacted and assigned via email. The property case number, address and parcel number will identify the job location. Pictures and required work instructions will be included. Verification of email being sent will be saved in the case history.
- E. **PROMPTNESS**  
Promptness is crucial. Billing of the clean up to the owner's must be accomplished in a timely manner. To help ensure professionalism, a time frame has been outlined concerning the required time to complete tasks. An established time frame must be

strictly followed as a condition of the scope of work. Failure to meet the time set may result in a loss of subsequent properties being assigned to that contractor and/or removal from authorized contractor list. The pertinent time frame is listed:

- ❖ Turnaround time of six (6) business days for completion of clean up and paperwork is set. Three (3) business days are given for cleanup and three (3) are given for submission of invoices, photos <sup>1</sup> and any other evidence of clean up (i.e. dump fees).

In determining whether to request placement on the Authorized Contractors List for Public Nuisance Abatement, contractors should consider the following:

1. Ogden City Code Services abated more than 85 properties under the Public Nuisance Abatement Program in FY 2019.
2. Contractors shall be required to keep detailed documentation of work completed, including before and after photos for each property where work is performed, dates, times and names of personnel completing the work, notes of any contacts with property owners or adjoining property owners.  
Photos must be digital, dated and labeled "before and after" and e-mailed along with the INVOICE for the job.
3. Established Rates include dump fees. See **Exhibit A**
4. Contractors will be required to provide insurance certificates in the form outlined in the sample agreement attached. See **Exhibit B**.

F. The Work shall conform to the following:

1. Grass/Weed Control

Scope of Work

Contractor shall cut grasses and weeds (including sucker trees) located on properties in violation to less than 6" in height. This will include trimming along front yard walkways, driveways, flat work, curbing and city sidewalks, all fence lines and around obstructions so it is all cut and trimmings removed.

Contractor shall furnish and maintain all personnel, equipment, materials and subcontracts, as needed, which are necessary to complete the Work.

Standards

- Grasses and weeds will be maintained at a height of six (6) inches or less.

2. Trash and Debris Removal

### Scope of Work

Contractor shall be responsible for collecting trash and litter from the grounds and along the fence lines as described in the individual abatement contract for that property.

Vacant structures and lots may need trees cut up to 7-foot clearances and bushes trimmed down to 2 feet to remove hiding places for vagrants. Remove sucker/trash trees of up to 3-inch trunk dimension.

Large amounts of debris and tires shall be removed and disposed appropriately.

Contractor shall furnish and maintain all personnel, equipment, materials and subcontracts, as needed, which are necessary to complete the Work.

### Standards

- Collect and dispose of trash and litter found on the grounds as specified in each Abatement Contract.
- Large amounts of debris shall be removed and appropriately disposed of.

### 3. Boarding and Securing structures

Scope of work in accordance with Ogden City Municipal Code: 16-8B-10-A: MAINTENANCE STANDARDS.

Contractor shall furnish and maintain all personnel, equipment, materials and subcontracts, as needed, which are necessary to complete the Work.

### 4. Quality Assurance

All Work is to be done by Contractor or its subcontractors and is subject to inspection at any time by Ogden Code Services. Ogden Code Services shall decide all questions regarding the quality and acceptability of materials furnished, work performed, rate of progress of work and, where appropriate, interpretation of plans and specifications. Contractor should demonstrate a program which includes procedures and organization checks to ensure that workmanship, fabrication, construction, operations and inspections comply with the highest standards.

## III. Contractor Checklist

### Promptness

Promptness is crucial. Billing of the clean up to the owner's must be accomplished in a timely manner. To help ensure professionalism, a time frame has been outlined concerning the required time to complete tasks. An established time frame must be strictly followed as a condition of the scope of work. Failure to meet the time set may

result in a loss of subsequent properties being assigned to that contractor, removal from authorized contractor list, and/or nonpayment of a submitted invoice. The pertinent time frame is listed:

- ❖ Turnaround time of six (6) business days for completion of clean up and paperwork is set. Three (3) business days are given for cleanup and three (3) are given for submission of invoices, photos and any other evidence of cleanup. Photos need to be dated and labeled “before” and “after”. Also include receipt for dump fees.

**Show up fees**

- ❖ City instructs you to leave (either to get a bid because additional work is needed or other reasons, i.e.: owner/occupant will not let the cleanup happen at that time).
- ❖ Premises are already abated.

**Billing**

Billing must accurately reflect work done. Dump fee receipts must be retained by contractor in the event of a request by the city as stated in the scope of work. All classifications are billed at specified rates. Only “SPECIAL” classifications will be paid at a different rate than stated. Photos accompany *all* invoices to provide evidence of work performed. If proper documentation is not provided, the contractor runs the risk of a reduced payment for cleanup. (this includes “before” and “after” pictures).

Invoices should include the following specific information:

- Parcel number (PN 00-000-0000)
- Case number:
- Date of cleanup
- Description of work performed
- Detailed description of work performed (classification “SPECIAL”)

**Conflict/risks**

If a property owner approaches the cleanup crew and tells them to leave the property, then the crew should do so. The contractor should contact Code Services to inform them of the situation. Code Services will then inform the contractor when the appropriate actions have been taken to readdress the cleanup.

**IV. Information to be Included in Request for Placement on Authorized Contractor List**

The following must be included in the Request for Placement on the Authorized Contractor List:

- a. Contractor’s Name, Address, and contact information.
- b. Name and phone numbers of primary contact(s).
- c. Information relating to Contractor’s qualifications:
  - i. Experience in similar services.
  - ii. Qualifications of key personnel and number of crews available.

- iii. Equipment list.
- iv. Ability to provide timely response to the City's needs, including emergency response and special needs.
- v. Flexibility in providing special services, and/or managing increasing or decreasing workloads.
- d. A statement specifically acknowledging the price structure established by the City see Exhibit A and Contractor's willingness to work for the established price and to abide by all other terms and conditions set forth in the contract. See Exhibit B
- e. A statement indicating that the Contractor can meet the insurance requirements set forth in the Contract. See Exhibit B

**V. Response to this RFQ**

- A. Submittals may be delivered by mail or other courier service or hand-delivered to Information Desk located at the first floor of the Municipal Building (see address below) **no later than 1 PM Local Time on June 3, 2020**. Three (3) copies of the required information are to be placed in a sealed envelope indicating the RFQ title "Public Nuisance Abatement RFQ" on the outside of the envelope. This shall be submitted to the following:

Ogden City Purchasing  
 Attn: Ruby Kakita  
 2549 Washington Blvd. Ste. 510  
 Ogden, Utah 84401

- B. ***It is the sole responsibility of those responding to this Request to ensure that their submittal is made to the correct location and in compliance with the stated date and time.***

- C. No reimbursement will be made by Ogden City for any costs incurred in responding to this Request.

**VI. Minimum Requirements/Selection Criteria**

- A. Contractors requesting listing on the Authorized Contractors List must demonstrate an ability to meet the standards established by the City and shall be screened on the criteria listed below:
  - 1. Experience in similar services.
  - 2. Qualifications of key personnel.
  - 3. Ability to provide timely response to the City's needs, including emergency response and special needs.
  - 4. Flexibility in providing special services, and/or managing increasing or decreasing workloads.
  - 5. Ability to provide required insurance.
- B. Requests will be evaluated by representatives from Ogden Code Services.

- C. The City reserves the right to accept or reject any request that does not meet the minimum requirements. The City reserves the right to waive informalities and/or irregularities in the request procedure and such waiver is at the City's sole discretion.
- D. Placement on the Authorized Contractor List shall not guarantee that Contractor will actually perform work for the City.

**VII. Form of Agreement Between the City and Contractor**

An example of Ogden City's Service Agreement is attached at **Exhibit B**. Each contractor chosen for the List shall be required to execute and abide by the terms of this Agreement. Inclusion of the sample agreement herein does not guarantee that it will be the final form of the Agreement.

**VIII. Other Pertinent Information**

For additional information regarding this Request for Qualifications, please contact the following:

Alene Evans, Code Services Supervisor  
 (801) 629-8958  
[aleneevans@ogdencity.com](mailto:aleneevans@ogdencity.com)

and **copy** Purchasing at [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com)

It is imperative to call Code Services if there are any problems or questions regarding a cleanup. Code Service personnel must approve changes to a cleanup regarding prices or specific items. Important phone numbers to contact Code Services are listed below:

Main Office number:	801-629-8961		
Alene Evans, Code Supervisor	801-629-8958	Cell	801-309-9377
Robert Porter, Sr. Code Officer	801-629-8907	Cell	801-940-6487
Andrea Keith, Sr. Code Officer	801-629-8975	Cell	801-668-4129
Kenneth Atkin, Code Officer	801-629-8951	Cell	801-645-4050

**REMEMBER, PLEASE CALL** if you have any questions or concerns.

**VIII. General Terms and Conditions**

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.

- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows “Criminal History Verified” and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure 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.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from

prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at:  
<https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

**Exhibit A**  
Compensation Rates

**PUBLIC NUISANCE ABATEMENT RATES**  
**As of JULY 2017**

CLASSIFICATION	DESCRIPTION	RATE
Alley	Any size portion of alleyway adjacent to a parcel of land with weeds and/or trash and debris	\$132.00
A	A parcel of 1/4 acre or less with weeds and/or trash and debris	\$140.00
B	A parcel of 1/4 acre or greater but less than 1/2 acre with weeds and/or trash and debris	\$175.00
C	A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or trash and debris	\$255.00
D	A parcel greater than 3/4 acre, but less than 1 acre with weeds and /or trash and debris	\$352.00
E	A parcel greater than 1 acre, but less than 2 acres with weeds and/or trash and debris	\$457.00
F	A parcel greater than 2 acres but less than 3 with weeds and/or trash and debris	\$615.00
SPECIAL	"SPECIAL" nuisances not easily classified, requiring hourly fees for drivers, trucks, tractors and hand work. To include projects with tires, stumps, heavy amounts of building debris. This may also include transient camps and hazardous waste cleanup. These properties may also require trees trimmed up with a lower branch clearance of 7 feet and the low bushes trimmed no higher than 2 feet. This is to clear any hiding places. Structures may also need to have doors and windows secured/boarded.	These cases will be assigned on a separate rotation basis. A contractor will be assigned as per rotation. The estimated cost of the job will be submitted and approved and then the work can commence. A detailed invoice is needed for payment.
lot size info	1/4 Acre = 10,890 Sq. Ft.	
	1/2 Acre = 21,780 Sq. Ft.	
	3/4 Acre = 32,674 Sq. Ft.	
	1 Acre = 43,560 Sq. Ft.	
	<b>ALL RATES INCLUDE DUMP AND DISPOSAL FEES</b>	
HOURLY RATES		

	Weed eater/edger	\$ 33.00
	Chain Saw	\$ 33.00
	Leaf Blower	\$ 33.00
	Push Mower	\$ 36.00
	Small Riding Mower	\$ 43.50
	Large Riding Mower	\$ 52.50
	Tractor	\$ 80.00
	Tractor/Mower	\$ 85.00
	Truck/Trailer	\$ 100.00
	LABORER hourly rate NOT using equipment, hand work	\$ 35.00
	SHOW-UP FEE	\$ 60.00

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**Exhibit B**  
Sample Service Agreement  
(Final Agreement May Vary)

**Exhibit B**  
**SERVICE AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, with offices at 2549 Washington Blvd. Ste. 110, Ogden, UT 84401, hereinafter "City," \_\_\_\_\_, with offices at \_\_\_\_\_ herein after "Contractor."

**WITNESSETH:**

**WHEREAS**, City has established a need for mowing and debris removal services and securing of structures; and

**WHEREAS**, Contractor has proposed to provide such services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

**1. Performance of Services.** City hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services and comply with all terms of the Request for Contractors Bid Document attached hereto at **Exhibit "B"** and incorporated herein by reference.

**2. Properties Abatement Rates.** **Exhibit "A"** lists the rates. Pay close attention to the "SPECIAL" classification and instructions:

SPECIAL	<p>"SPECIAL" nuisances not easily classified, requiring hourly fees for drivers, trucks, tractors and hand work. To include projects with tires, stumps, heavy amounts of building debris. This may also include transient camps and hazardous waste cleanup. These properties may also require trees trimmed up with a lower branch clearance of 7 feet and the low bushes trimmed no higher than 2 feet. This is to clear any hiding places. Structures may also need to have doors and windows secured/boarded.</p>	<p>These cases will be assigned on a separate rotation basis. A contractor will be assigned as per rotation. The estimated cost of the job will be submitted and approved and then the work can commence. A detailed invoice is needed for payment.</p>
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**3. Time of Performance.** This Agreement shall commence on the date of the execution of this Agreement and shall continue for a period of THREE (3) years with the

possibility of two (2) extensions for a period of one year each, at the sole discretion of the City, unless sooner terminated under other terms of this agreement. The City shall give Contractor thirty (30) days' notice of any such extension.

**4. Compensation.** For general mowing services, (Classification Alley, and A-F) Contractor shall be assigned according to a rotation and paid as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Said total shall constitute full payment for all services rendered and costs incurred by Contractor in performing this Agreement.

**5. Compensation for Clean-up of Properties with Class rating of "SPECIAL".**

a. If Contractor is assigned a "SPECIAL", the contractor will go to the site and submit an estimate cost for this abatement by email to the City via the email address assigning the abatement to be done. After reviewing, the City will then notify the Contractor to proceed with cleanup of the property. The Contractor shall then submit a detailed invoice showing itemized cost for the fees charged for the abatement. The contractor will then be reimbursed in accordance with the accepted bid provided.

b. If Contractor is directed to leave the site or if the property has already been taken care of by the owner, the Contractor shall be paid a show-up fee, as set forth in Exhibit "A" of this Agreement, and shall be assigned the next available property.

**6. Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, Contractor shall be entitled to receive only the share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, Contractor shall not

be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Contractor, and City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due City from Contractor is determined.

**7. Termination for Convenience.** The City or Contractor may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by City as provided herein, City shall pay Contractor for all work performed as of the date of termination.

**8. Non-assignability.** Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.

**9. Interest of Contractor.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

**10. Insurance requirements.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:

**Combined General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

**Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.

**Workers' Compensation and Employers' Liability:** Workers' Compensation limits as required by the labor code of the State of Utah and employers liability with limits of 100/500/100 per accident.

Insurance is to be placed with insurers acceptable to and approved by the City. Contractor's insurer must be authorized to do business in Utah at the time the contract is executed (and throughout the time period the contract is maintained), unless otherwise agreed in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.

Limits of liability amounts must meet contract requirements before contract is initiated.

The City, and its elected officials, officers, employees, agents and volunteers are to be named as additional insureds with primary coverage and not contributing.

The City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City Recorder's Office before work commences.

The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

Contractor's insurance shall be primary insurance and any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or

self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations claim administration and defense expenses.

**11. Indemnification.** Contractor agrees to indemnify, save harmless and defend City and its elected officials, authorized agents, officers, employees, and volunteers from and against any and all claims, damages, demands, actions, costs and charges arising out of or by reason of Contractor's performance or failure to perform this agreement.

**12. Attorney's Fees.** In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

**13. Notice.** Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: OGDEN CITY CORPORATION, Code Services,  
2549 Washington Blvd. Suite 110  
Ogden, Utah 84401  
Attn: Alene Evans  
(801) 629-8958

Contractor: Company Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ or \_\_\_\_\_

**14. Independent Contractor.** Contractor is independent of the City and shall perform

all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

**15. When Rights and Remedies Not Waived.** In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

**16. Integrated Document.** This Agreement embodies the entire agreement between City and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

**17. Compliance with Laws.** Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local governments in connection with the performance of this Agreement.

**18. Severability of Provisions.** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then

continue to conform to the terms and requirements of applicable law.

**19. Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

**20. Governing Law.** This Agreement, its terms and conditions, shall be governed by Utah law.

**IN WITNESS WHEREOF**, the parties hereto execute the foregoing instrument as of the day and year first above written.

OGDEN CITY CORPORATION

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

CONTACTOR

By: \_\_\_\_\_