

Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR

***Reusable to-go container digital customer interface and
backend asset management, for one-month pilot program***

NOTICE
REQUEST FOR PROPOSALS (NON-BID)

*REUSABLE TO-GO CONTAINER DIGITAL CUSTOMER INTERFACE AND BACKEND ASSET
MANAGEMENT*

PROPOSALS DUE: By 5:00 p.m. on Thursday, June 23, 2022. Proposals are to be sent electronically to celia.peterson@parkcity.org

PROJECT NAME: Reusable to-go container digital customer interface and backend asset management, one-month pilot

RFP AVAILABLE: June 8, 2022

PROJECT LOCATION: Park City, Utah

PROJECT DESCRIPTION (brief): Park City Municipal Corporation (“PCMC” or the “City”) seeks a partner to pilot a reusable to-go container program for five (5) engaged restaurants and potentially a food service provider for schools and one (1) for outfitters. The selected partner will have proven experience at launching digital interfaces and asset tracking for product reuse, with an integrated application to accept payment and/or issue charges.

PROJECT DEADLINE: November 30, 2022

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Celia Peterson
celia.peterson@parkcity.org

All questions shall be submitted in writing By 5:00 p.m. on Thursday, June 16, 2022.

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

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

I. Introduction

PCMC set North America's most ambitious climate goals in 2016, to be net-zero carbon and running on 100% renewable energy by 2022 for government operations, and by 2030 community-wide. Since then, our community has identified zero waste and circular economy as a concurrent community goal, along with environmental education.

A waste characterization study was completed for Park City, which can be found in **Exhibit "A"** attached hereto and made a part hereof.

PCMC's Sustainability Department received EPA funding for a one-month pilot for a community reusable to-go container program to engage five (5) restaurant and five (5) container drop-off locations, engaging at least one hundred (100) unique customers. The participating restaurants and drop-off locations are located mostly within Park City's municipal boundaries and one at Kimball Junction ([MAP HERE](#)). The project team seeks a third-party provider to handle digital management of containers and financial transactions related to their use. A discussion of Park City's approach to waste management overall can be heard during the City Council meeting of March 31, 2022 ([REPORT HERE](#)).

II. Scope of Project

The one month reusable to-go container pilot program should take place in autumn of 2022. Five (5) local restaurants located within Park City's municipal boundaries and one (1) location in Kimball Junction have been selected to participate, . The selected restaurants provide to-go meals for takeout meals, curbside pickup, school lunches, catering and events. The targeted customers are Park City locals that have a connection to our community.

Around the pilot will be built innovative ways to engage locals in circular economy solutions. While the intent is to build a robust reusable to-go container system to serve all of Park City, locals and visitors alike, the purpose of this pilot is to be focused on building capacity of and for locals, as opposed to serving Park City's tourism economy per se.

III. Funding

PCMC has received funding from the U.S. Environmental Protection Agency in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00). Approximately half of that is available for funding the one-month pilot project.

IV. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to ten (10) pages.

Proposals shall be evaluated as such and should include the following:

Twenty percent (20%) of score - User experience of the to-go containers and description of the to-go containers, including:

- Material type
- Sizes and shapes. Note: not all need to be offered during the one-month pilot
- Cost per containers, increments of 500 (1000 minimum)

Thirty percent (30%) of score - The customer journey of using the reusable to-go system, including payment, and return system

- Detailed description of business model and payment system, e.g., deposit, subscription, fine/penalty, or otherwise
- Description of digital platform for collecting payment
- Proven experience delivering open-network reusable foodware service system including forward/reverse logistics, collection, asset tracking, washing, sanitization, data collection and user and business interfaces
- A customized online/mobile platform/website for easy user program registration and information
- Low participation barriers - easy to sign up with very low or no initial cost to consumers

Twenty percent (20%) of score- Description of actions required by restaurant workers

- Standard Operating Procedures (“SOP”) for cleaning and/or transporting containers

Twenty percent (20%) of score- Backend asset management

- Describe how to-go containers are tracked through takeback and reverse logistics
- Proposed method
- Proposed method for collecting used boxes. Please include a mock-up of collection boxes, if available and relevant.
- Proposed method of cleaning boxes, including local recruitment

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Ten percent (10%) of the score - timing and budget

- Ability to begin reusable service no later than October 1, 2022
- Meet system requirements and execution within allocated costs of up to Ten Thousand Dollars (\$10,000.00) for all proposed requirements for one-month pilot with selected restaurants and drop-off locations
- The program must include a reusable food container service, additional types of containers may be considered

PCMC reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant

pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Price may not be the sole deciding factor.

V. Selection Process

Proposals will be evaluated on the factors listed in Section IV, Content of Proposal, above.

The selection process will proceed on the following schedule:

- a. Proposals will be submitted to the City by 5:00 p.m. on Thursday, June 23, 2022, via email to Celia Peterson at celia.peterson@parkcity.org.
- b. An evaluation committee comprised of Vessel Works/Thread Count Creative, Recycle Utah, City, and restaurant staff will review all submitted RFPs during the week of June 27, 2022.
- c. It is anticipated that a proposal will be accepted by June 30, 2022.

VI. Park City Municipal Standard Service Provider/Professional Services Agreement

- a. The successful proposal will be required to enter into Park City's standard Service Provider/Professional Services Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP as **Exhibit "B"** and incorporated herein.
- b. **ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.**

Any service provider who contracts with Park City will be required to obtain a valid Park City business license.

VII.Information to be submitted

To be considered, one (1) copies of the proposal must be received by Celia Peterson via email to celia.peterson@parkcity.org, by 5:00 p.m. on June 23, 2022.

VIII.Preparation of Proposals

- a. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
- b. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

IX.Proposal Information

- a. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- b. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- c. Rejection of Proposals. The City reserves the right to cancel or modify the terms of this Request for Proposals ("RFP") and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this RFP. The City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- d. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- e. PCMC's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- f. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

EXHIBIT “A”
WASTE CHARACTERIZATION STUDY

FINAL REPORT

Waste Characterization Study

PARK CITY

1884



September 30, 2021



800-679-9220



This report is being delivered electronically. If it is necessary to print a hard copy, please use recycled-content/FSC-certified paper and recycle when no longer needed.

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WASTE CHARACTERIZATION STUDY

1. INTRODUCTION

Park City, Utah is a world-renowned tourist destination cradled in the Wasatch Mountains about 32 miles from Salt Lake City. The surrounding area caters to outdoor adventurers of all stripes and is recognized as a world-class skiing and snowboarding destination in the winter. Park City also hosts many popular festivals and attractions, drawing visitors nationwide and internationally throughout the year. Park City's tourism industry has been crucial to the city's success since its days as a mining town. Today, only about 30 percent of all Park City residents reside in the city year-round, with seasonal residents making up the remaining population.

Park City is also internationally recognized as a leader in environmental sustainability. In its recent Vision 2020 process, which entailed extensive community engagement, environmental leadership with an emphasis on zero waste by 2030 was identified as a community priority.

To further its understanding of opportunities to divert incrementally more material from landfill disposal in the pursuit of its zero waste goals, the City retained MSW Consultants to perform a Waste Composition Study for both its residential waste routes, and also for the Downtown Park City Business Improvement District (BID), which is a central hub for shopping and dining throughout the year.

This report summarizes the methodology and sampling plan developed to guide the composition study and presents the results of the research in graphical and tabular format. The report also offers observations about opportunities to increase diversion within Park City.

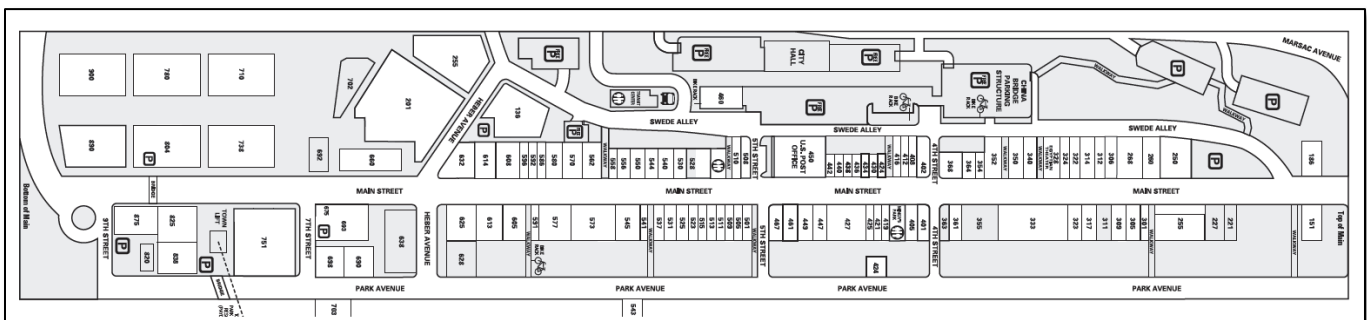
2. WASTE GENERATORS

The analysis of disposed waste streams focused on two generator groups within Park City:

- ♦ The Park City Downtown Business Improvement District (BID), and
- ♦ Residential households receiving contracted collection service.

Park City's downtown business district, shown in Figure 2-1, features a variety of restaurants, bars, retail stores, galleries, hotels, event venues, and professional services offices. In total, over 200 businesses make their home on or adjacent to Park City's Main Street.

Figure 2-1 Park City Downtown Business District Map



The City provides curbside refuse and recycling collection to households within its service area via a contract with Republic Services. Republic runs five refuse collection routes each week to provide refuse collection to Park City Residents. Table 2-1 lists all routes serviced for single-family residences in Park City each week.

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Table 2-1 Residential Refuse Collection Route Summary

Collection Day	Route #	Collection Area
Wednesday	273	Park Meadows West/Thaynes Canyon
Wednesday	274	Prospector Square/Three Kings
Wednesday	271	Park Meadows East
Friday	274	Old Town/Solamere
Friday	273	Deer Valley

This study obtained and sorted samples from both the BID and from the residential sector in Park City.

3. STUDY DESIGN

3.1 SAMPLING PLAN

The objective of the sampling plan for any waste characterization study is to obtain a representative distribution of samples from the targeted waste streams and generator sectors in the study.

For the BID waste stream composition analysis, MSW Consultants compiled information about the business types and associated square footage for all entities operating in the BID. Based on prior business classifications developed by the City, the following business types were identified as the primary groupings for the BID.

- ♦ **Retail:** Park City's BID features a wide variety of jewelry stores, athletic apparel shops, designer clothiers, and specialty stores focusing on the sale of consumer goods. Examples include Lululemon, Norsk Leather & Fur, Utah Ski & Golf, and Dolly's Books. While plenty of these stores can be found along the length of the BID, it was found during this study that these businesses contribute little to the overall waste stream.
- ♦ **Restaurant & Bar:** There is a significant dining scene in the BID, and consequently restaurants and bars were identified as the primary generator of wastes to landfill. Examples include Grappa Italian Café, Flying Sumo, Red Banjo Pizza, and No Name Saloon & Grill.
- ♦ **Lodging:** Businesses in the Lodging Sector are classified as short-term accommodations typically for tourists to the Park City Area. Sampling teams encountered little material from this sector, but it is expected that generation ramps up notably in the winter.
- ♦ **Services:** Businesses in the Services sector include a broad range of businesses from insurance offices to barber shops. Waste generation was found to be minimal from businesses within this sector.
- ♦ **Venues:** The BID has a few performance venues within its service area, such as the Egyptian Theatre. Waste generation is highly variable at these locations; therefore, the decision was made to avoid sampling from the venues.

Galleries: Park City's BID is home to several art galleries catering to appreciators of a wide variety of artistic tastes. Galleries impact on the waste stream is overall negligible, with occasional spikes in cardboard generation throughout the year.

At the outset of the planning process, it was determined that samples should be obtained from all six of the business groupings shown above. MSW Consultants accordingly developed a sampling plan that overweighted the restaurant businesses due to their known higher generation of wastes, but also attempting to capture wastes from all identified business types.

City Staff was responsible for contacting eligible businesses to recruit participants in the study. Through the use of emails, surveys, phone calls, and direct outreach from City staff, the City gathered information

from businesses to inform understanding of refuse generation behaviors and determine the time of day at which it would be possible to obtain refuse materials from the business prior to depositing wastes into one of the BID's central roll-off container. Based on responses from BID businesses, a sample retrieval plan was developed to visit participating businesses during various hours of operation to retrieve samples of wastes and recyclables for analysis. A total of 39 samples were allocated to BID businesses for field data collection.

Additionally, the study targeted grab samples from residential collection routes delivering wastes to the Summit County Landfill. These samples were obtained with the help of a loader when the Park City residential trucks tipped their full loads.

Table 2-2 summarizes the targeted number of samples for both the participating BID businesses, as well as for the residential refuse loads. Note that samples from the BID included materials sources from more than one business in most cases.

Table 3-1 Sampling Plan

Type	Targeted Samples	Actual Samples
Retail	1	0
Restaurants & Bars	18	13
Lodging	1	0
Services	3	0
Venues	0	0
Galleries	1	0
Residential	15	11
All	39	24

As shown in this table, the number of samples ultimately obtained fell short of the targets established jointly by MSW Consultants and the City. The reasons for this shortfall are itemized below:

- ♦ **Failure by Businesses to Deliver Sample Material.** Despite the efforts of the project team to recruit and alert businesses to participate in this study by accumulating wastes on the schedule sampling day, there were meaningful shortfalls in the number of businesses that were actually able to follow through on this commitment.
- ♦ **Insufficient Business Refuse Generation.** Other than the restaurants, which were found to be generating significant wastes and were successfully sampled during the project, other business types defined in the study were found to be generating markedly less waste than anticipated. In some cases – especially galleries – little to no waste was available and several of these establishments reported as much to field data collection personnel during the scheduled pickup. Some of the lower than anticipated waste generation may have been attributable the summer being more off season, and/or due to lower than usual visitation due to nearby wildfires
- ♦ **Unscheduled Modification to a Residential Refuse Route.** On Friday, the final day allocated for sample collection, one of the residential collection trucks never arrived to dump at the landfill during business hours. It was assumed that the driver was unable to complete their shift in time to dump on Friday, with a plan to empty the truck first thing in the morning on the following Monday. Despite attempts by MSW Consultants as well as Summit County Landfill staff to reach

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multiple Republic Services contacts to rectify this matter, the undelivered load was ultimately not able to be sampled, resulting in a shortfall to the residential sampling targets.

It should be noted that very small quantities of wastes were obtained from other BID business types. Despite accumulating materials from more than one of each business type, not enough material was captured to make up a representative sample and consequently the results have been excluded from this report.

Data collected from the Residential Sector and the Restaurant & Bar commercial sector was found to be sufficient to draw meaningful conclusions from each of their respective result sets, however. Therefore, the remainder of this report focuses on the composition of wastes from the Restaurant & Bar businesses in the BID and on the Residential sector.

3.2 MATERIAL CATEGORIES

Each sample of refuse was sorted into 48 material categories. Table 2-5 shows the breakdown of the material categories within their respective material groups. Detailed definitions for each of these categories are contained in Appendix A.

One of the objectives of this study was to identify constituents in the waste stream that could be diverted from landfill through locally available means. Accordingly, each material was assigned a “recyclability class” which included:

1. **Recyclable Cardboard and Paper:** All cardboard and paper targeted in the curbside collection programs in the County, including aseptic boxes & gable top cartons.
2. **Recyclable Containers:** Metal cans and plastic bottles and other packaging targeted in the curbside collection programs in the County.
3. **Compostable Organics:** Food waste and compostable paper that could potentially be diverted via commercial composting or other organics management program.
4. **Not Readily Divertible:** Materials for which there are no readily available outlets for recycling, composting, or other diversion from landfill.

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Table 3-2 Material Categories and Divertibility Class

Material Category	Divertibility Class	Material Category	Divertibility Class
Paper		Organics	
Corrugated Cardboard/Kraft Paper	1	Food Waste	3
Take Out Containers, Food, and Beverage	3	Yard Waste	3
Aseptic Boxes & Gable Top Cartons	2	Remainder/Composite Organics	4
Mixed Recyclable Paper	1	C&D	
Compostable Paper	3	Wood – Treated/Painted/Stained	4
Remainder/Composite Paper	4	Wood – Untreated/Clean	4
Plastic		Drywall/Gypsum Board	4
PET (#1) Bottles and Jars	2	Asphalt Roofing	4
PET (#1) Non-bottle Containers	2	Asphalt Paving, Brick, Concrete, and Rock	4
PET (#1) Containers - Contaminated	4	Carpet & Carpet Padding	4
HDPE (#2) Natural Containers	2	Remainder/Composite Construction & Demolition	4
HDPE (#2) Colored Containers	2	HHW	
HDPE (#2) Containers - Contaminated	4	Household Hazardous Waste or HHW	4
Rigid Plastic Containers #3-#7s	4	Batteries (All Types)	4
Rigid Plastic Containers #3-#7s - Contaminated	4	Medically-Related Waste	4
Expanded Polystyrene "Styrofoam"	4	Electronics	
Plastic Bags and Film	4	All Electronics	4
Durable/Bulky Rigid Plastics	4	Other	
Remainder/Composite Plastic	4	Recyclable Textiles and Clothing	4
Metal		Other Textiles and Leather	4
Aluminum Containers	2	Rubber Products	4
Aluminum Foils and Trays	4	Disposable Diapers & Sanitary Products	4
Other Non-Ferrous Metals	4	Supermix incl. Dirt & Fines	4
Steel Cans & Lids	2	Bulky Materials	4
Other Ferrous Metals	4	Other Materials Not Elsewhere Classified	4
Glass			
Glass Bottles, Jars & Containers	4		
Remainder/Composite Glass	4		

4. FIELD DATA COLLECTION METHODS

Field data collection involved two primary functions: (i) retrieval of sample materials from Downtown businesses and from inbound residential collection trucks, and (ii) sorting and weighing the samples at a central work area for use in developing composition estimates. These steps are described below.

4.1 RETRIEVAL OF DOWNTOWN SAMPLES

After receiving all questionnaire responses from the respondent businesses, City staff categorized eligible businesses by their ideal collection times and scheduled for pickup. Businesses were given their scheduled collection time and a set out location was communicated in advance.

At each of the business collection events, an MSW staff member driving a box truck went to each collection location, loaded all bagged refuse into the truck, and marked each bag with a tag identifying the business type. Each collection event took roughly two hours to complete. Upon completion of each collection route, the driver took all material back to the landfill for weighing and processing. Table 2-5 provides

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additional detail on each collection event. As shown, 41 businesses were targeted to supply samples of refuse.

Table 4-1 Commercial Sample Retrieval Schedule

Collection Event	Date	Time of Day	# of Businesses
Monday Evening	8/16/21	6:00PM - 8:00PM	8
Monday Night	8/16/21	11:00PM - 1:00AM	6
Tuesday Morning	8/17/21	11:00AM - 1:00PM	13
Tuesday Afternoon	8/17/21	3:00PM - 5:00PM	14
Total			41

Once at the landfill bags were unloaded and separated by generator sector, where 150 lb. samples were weighed from the available piles. These samples were then staged next to the sorting area.

Figure 4-1 Sampling Truck Arriving at the Landfill



4.2 DOWNTOWN CARDBOARD

In addition to the analysis of Park City's commercial and single-family residential refuse stream, the City also had an interest in evaluating the cleanliness of City's cardboard recycling. MSW Consultants provided an audit of one of Park City's Downtown Business District dumpsters to gain a better understanding of the level of contamination present in the cardboard stream. This was done by bringing one of the BID's common cardboard dumpsters to the sorting area where it was dumped of its contents by a loader and had non-cardboard materials removed and sorted as a sample.

4.3 SAMPLING OF RESIDENTIAL LOADS

Due to the limited number of routes run each week, the determination was made to collect samples from each route in the Park City collection area. Upon arrival, MSW Consultants interviewed the drivers of Park City trucks to confirm the geographic origin, as well as other pertinent data. This information was noted on a handheld tablet computer, along with a unique identifying number associated with that vehicle on that day.

Selected loads of waste designated for sorting were tipped in a designated area at the landfill. From each selected load, two to four samples of material were selected based on random “grabs” from the perimeter of the load. For example, if the tipped pile is viewed from the top as a clock face with 12:00 being the part of the load closest to the front of the truck, the first samples was taken from 3 o’clock, 6 o’clock, 9 o’clock, 12 o’clock, and then from 1, 4, 7, and 10 o’clock, and so-on.

Figure 4-2 Freshly Tipped Load from Park Meadows West and Thaynes Canyon



Once the area of the tipped load was selected, the Field Supervisor instructed a Summit County Landfill loader operator to take a “grab” sample or “scoop” of wastes from that point in the tipped load. The grab was then dropped into an arranged row of barrels at the direction of the Field Supervisor. The contents of these barrels were weighed to confirm the minimum sample weight of 200 lbs. had been reached, and each sample was given a unique identification code. Samples were then driven to the sorting area where they were staged for sorting.

4.4 MANUAL SORTING

Once each sample had been acquired, the material was manually sorted into the prescribed component categories. Plastic 18-gallon bins with sealed bottoms were used to contain the separated components. Sorters were asked to specialize in certain material groups, with someone handling the paper categories, another the plastics, another the glass and metals, and so on. In this way, sorters were able to become highly knowledgeable in a short period of time as to the definitions of individual material categories. The sorting protocol was the same for both the downtown commercial and single-family residential samples.

4.5 DATA RECORDING

The weigh-out and data recording process is the most critical process of the sort. The MSW Consultants’ Crew Chief oversaw all weighing and data recording of each sample. Once each sample was sorted, and fines swept from the table, the weigh-out was performed. Each bin containing sorted materials from the just-completed samples was carried over to the scale. The sorting crew assisted with carrying and weighing the bins of sorted material, and the Crew Chief recorded all data.

The Crew Chief used a rugged tablet computer to record the composition weights. The tablet allowed for samples to be tallied in real time so that field data collection could immediately identify and rectify errors


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associated with light sample weights. The tablet synchronizes with the cloud via internet, providing excellent data security. Each sample was cross-referenced against the Field Supervisor's sample sheet to assure accurate tracking of the samples each day. The real-time data entry offered several important advantages:

- ♦ The template contains built-in logic and error checking to prevent erroneous entries.
- ♦ The template sums sample weights in real time so the Crew Chief can confirm achievement of weight targets for each and every sample.

Figure 4-3 shows a screenshot of the tablet-based data entry screen. All data were synchronized to a *WasteInsight™*, a cloud-based data analytics system.

Figure 4-3 Fieldwork Data Entry Form



Downtown Park City Business Improvement District
Enter Sample Weights
 Use this form to enter header information and sample weights by material categories for new samples. You may also update existing header and weight information for previously submitted samples.

Back

Sample ID:
 0916-U3M-ICI-29

Sample Notes:
 Enter any sample notes (separated with semi-colons) here...

Thursday, September 16, 2021 09:38 am

Update Sample

PRE-WEIGH (lbs): 0.0

SORTED (lbs): 0.0

Field ID:
 SAMPLE

Generator:
 Industrial, Commercial & In:

Stream:
 Refuse

Facility:
 Summit County 3 Mile LF

Origin:
 select one

Hauler:
 Other (write-in):

Truck Type:
 select one

Truck Number:

Ticket Number:

Load Weight (tons):

Barrel Weights		0.0
1	Corrugated Cardboard/Kraft Paper	5.75 0.00
2	Take Out Containers, Food, and Beverage	2.60 0.00
3	Aseptic Boxes & Gable Top Cartons	5.45 0.00
4	Mixed Recyclable Paper	5.60 0.00
5	Compostable Paper	5.70 0.00
6	Remainder/Composite Paper	5.70 0.00
7	PET (#1) Bottles and Jars	3.90 0.00
8	PET (#1) Non-bottle Containers	3.90 0.00
9	PET (#1) Bottlers, Jars, and Containers - Contaminated	3.90 0.00
10	HDPE (#2) Natural Containers	3.90 0.00
11	HDPE (#2) Colored Containers	3.90 0.00
12	HDPE (#2) Containers - Contaminated	3.90 0.00
13	Rigid Plastic Containers #3-#7s	3.90 0.00

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4.6 DATA ANALYSIS

A statistical analysis was performed to calculate the mean composition for each of the material categories and for each material stream in this study. Samples were first normalized by converting the sample data from weight to percentage. Then, the sample mean was determined by averaging the percent composition of each material across all samples.

Confidence intervals are provided for each material category as well as for major material groups (e.g., "paper", "plastic", etc.). Confidence intervals have been calculated at a 90 percent level of confidence, meaning that we can be 90 percent sure that the upper and lower bounds of a confidence interval

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successfully capture its respective population mean. (The converse is also true: that there is a 10 percent chance that a confidence interval will fail to capture its population mean.) In general, as the number of samples increases, the width of the confidence intervals decreases, although the more variable the underlying waste stream composition, the less noticeable the improvement for adding incremental samples.

To supplement the analysis contained in this report, the City has also been provided with three months' of online access to the *WasteInsight* system, which performs similar analytics and generates bar charts and pie charts to illustrate results.

5. COMPOSITION OF DOWNTOWN BUSINESS DISTRICT MATERIALS

Based on the experiences in this study, a significant majority of the landfill-bound refuse originating from the Downtown Business District. The composition estimates provided herein are consequently focused the Restaurant and Bar generator sector.

Figure 5-1 shows the restaurant and bar waste composition by major material group. As shown, organic materials comprise the majority of this waste stream.

Figure 5-1 Restaurant & Bar Refuse Composition

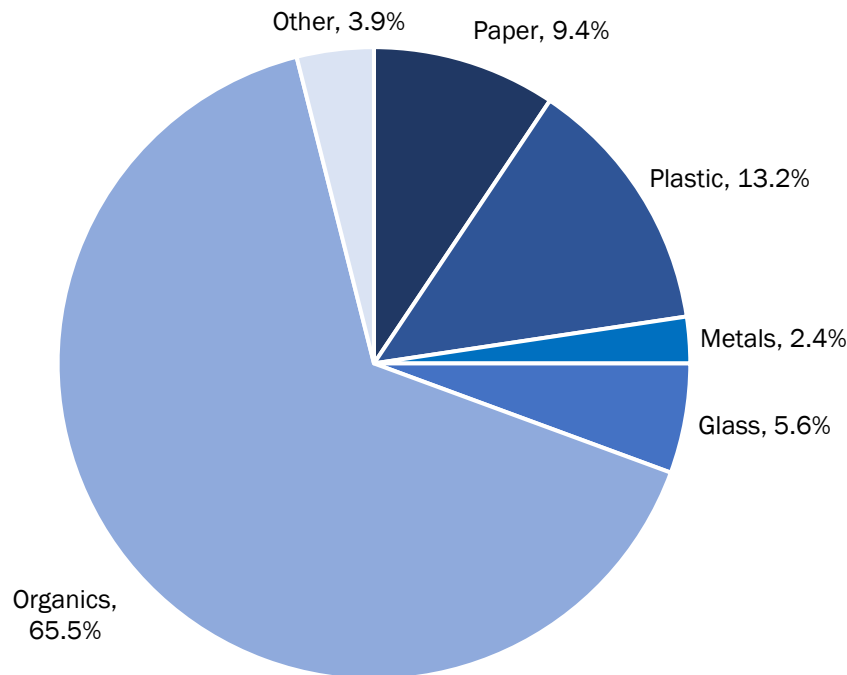


Figure 5-2 illustrates the percentage of material that could potentially be diverted from the restaurant and bar waste stream. As shown, 83 percent of all material disposed could either be diverted for conventional recycling (an be diverted at this time. Unsurprisingly, compostable organics (specifically from food waste) compose much of all landfill-bound material found in the Restaurant & Bar generator stream.

Figure 5-2 Divertibility of Restaurant & Bar Refuse

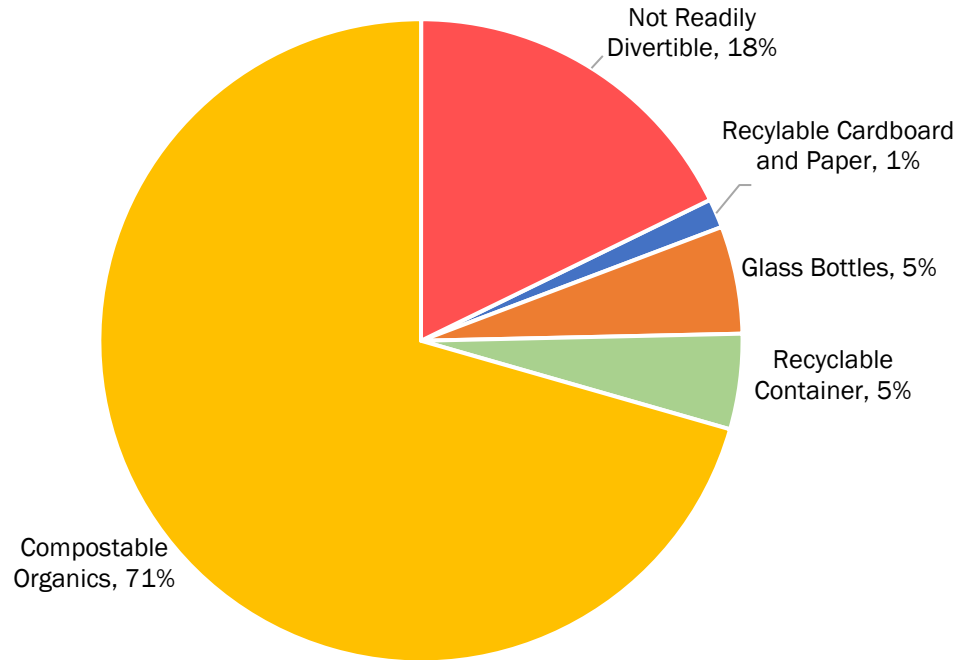


Table 5-1 provides the detailed tabular composition of the refuse collected from Park City restaurants and bars. This table shows the mean composition, and margin of error (+/-), calculated at a 90 percent level of confidence, for each of the constituents in the refuse stream.

WASTE CHARACTERIZATION STUDY

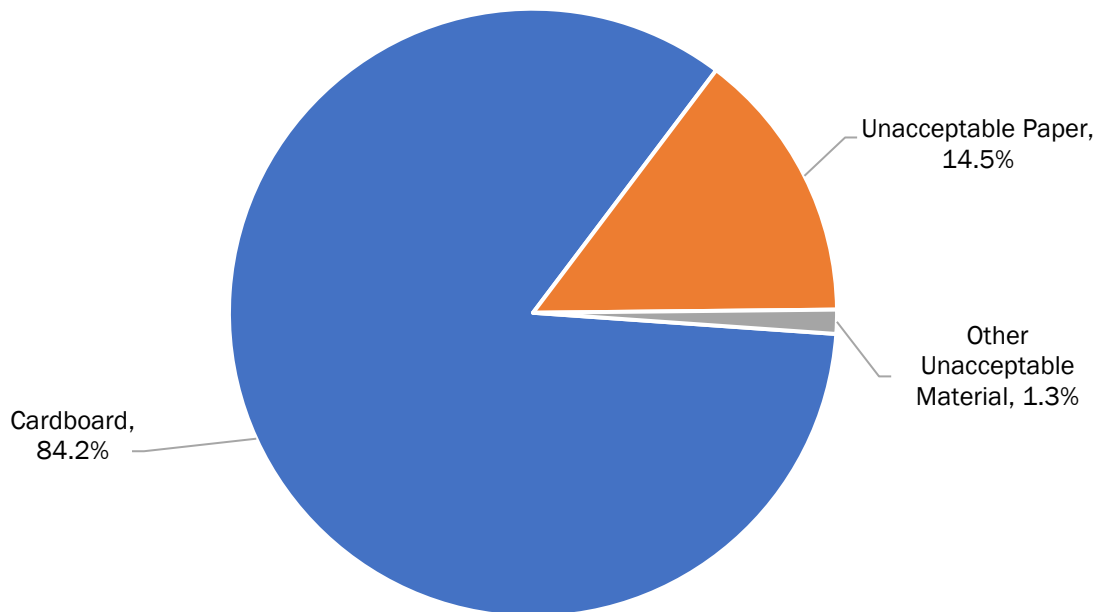
Table 5-1 Detailed Composition of Restaurant & Bar Refuse

Material Category	Mean	+/-	Material Category	Mean	+/-
Paper	9.4%	2.8%	Organics	65.5%	6.7%
Corrugated Cardboard/Kraft Paper	0.8%	0.4%	Food Waste	65.3%	6.7%
Take Out Containers, Food, and Beverage	0.3%	0.2%	Yard Waste	None Found	
Aseptic Boxes & Gable Top Cartons	0.8%	0.4%	Remainder/Composite Organics	0.1%	0.2%
Mixed Recyclable Paper	0.7%	0.3%	C&D	0.2%	0.2%
Compostable Paper	5.0%	1.9%	Wood - Treated/Painted/Stained	0.0%	0.0%
Remainder/Composite Paper	1.9%	1.6%	Wood - Untreated/Clean	None Found	
Plastic	13.2%	3.9%	Drywall/Gypsum Board	None Found	
PET (#1) Bottles and Jars	0.8%	0.3%	Asphalt Roofing	None Found	
PET (#1) Non-bottle Containers	0.4%	0.2%	Asphalt Paving, Brick, Concrete, Rock	None Found	
PET (#1) Containers - Contaminated	0.3%	0.1%	Carpet & Carpet Padding	None Found	
HDPE (#2) Natural Containers	0.9%	0.3%	Remainder/Composite C&D	0.1%	0.2%
HDPE (#2) Colored Containers	0.2%	0.2%	HHW	0.0%	0.0%
HDPE (#2) Containers - Contaminated	0.2%	0.2%	Household Hazardous Waste	None Found	
Rigid Plastic Containers #3-#7s	0.6%	0.3%	Batteries (All Types)	None Found	
Plastic Containers #3-#7s - Contaminated	0.4%	0.5%	Medically-Related Waste	None Found	
Expanded Polystyrene "Styrofoam"	0.1%	0.2%	Electronics	0.0%	0.0%
Plastic Bags and Film	5.8%	1.5%	All Electronics	None Found	
Durable/Bulky Rigid Plastics	0.0%	0.0%	Textiles	0.5%	0.3%
Remainder/Composite Plastic	3.4%	4.0%	Recyclable Textiles and Clothing	0.0%	0.1%
Metal	2.4%	1.1%	Other Textiles and Leather	0.5%	0.3%
Aluminum Containers	0.8%	0.4%	Other	3.2%	2.9%
Aluminum Foils and Trays	0.7%	0.3%	Rubber Products	0.8%	0.3%
Other Non-Ferrous Metals	0.0%	0.0%	Disposable Diapers & Sanitary Products	0.1%	0.2%
Steel Cans & Lids	0.9%	0.9%	Supermix incl. Dirt & Fines	2.0%	3.0%
Other Ferrous Metals	0.0%	0.0%	Bulky Materials	None Found	
Glass	5.6%	4.0%	Other Materials Not Elsewhere Classified	0.4%	0.2%
Glass Bottles, Jars & Containers	5.4%	3.9%			
Remainder/Composite Glass	0.2%	0.3%			
			Total	100%	
			Number of Samples	13	

6. COMPOSITION OF DOWNTOWN CARDBOARD

Figure 5-3 reflects the composition of the cardboard dumpster in the downtown area. As shown, almost 85 percent of the contents was in fact corrugated cardboard. The largest contributor to the cardboard dumpster's contamination was paperboard packaging, which is considered by Park City's processor to be a contaminant in their Cardboard stream.

Figure 6-1 Commercial Cardboard Dumpster Audit Results



It is worth noting that the unacceptable paperboard contamination appeared to originate from a variety of businesses. These results suggest that targeted education about limiting this container only to corrugated cardboard would improve material quality. Other recyclable paper and containers can be recycled at the City-provided mobile recycling center rather than the corrugated cardboard dumpster.

7. COMPOSITION OF RESIDENTIAL REFUSE

Figure 5-4 shows the residential waste composition by major material group. As shown, organics comprise over 36 percent of the refuse disposed at the County landfill.

Figure 7-1 Residential Refuse Composition

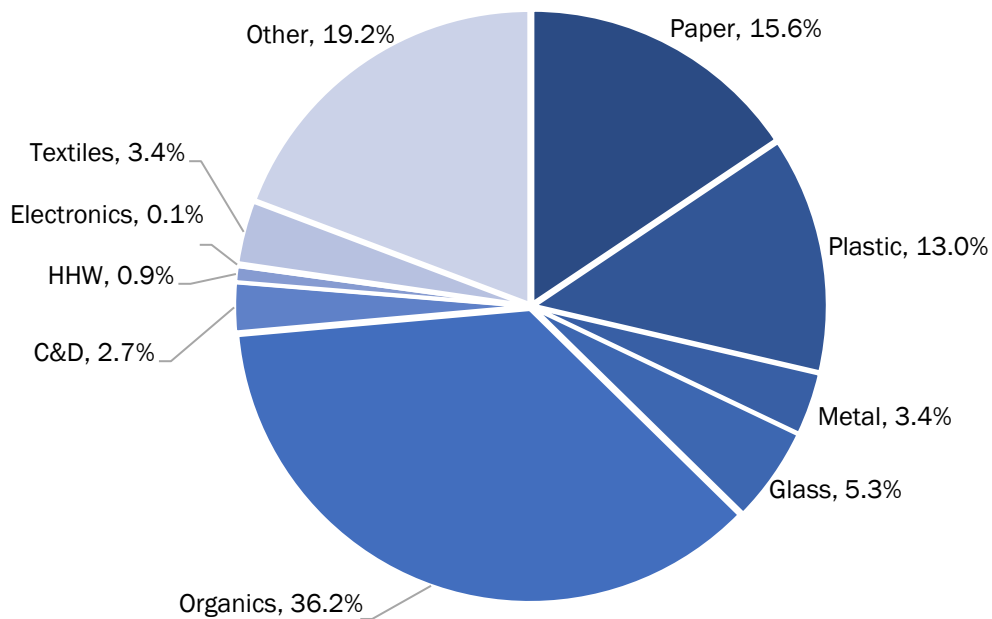
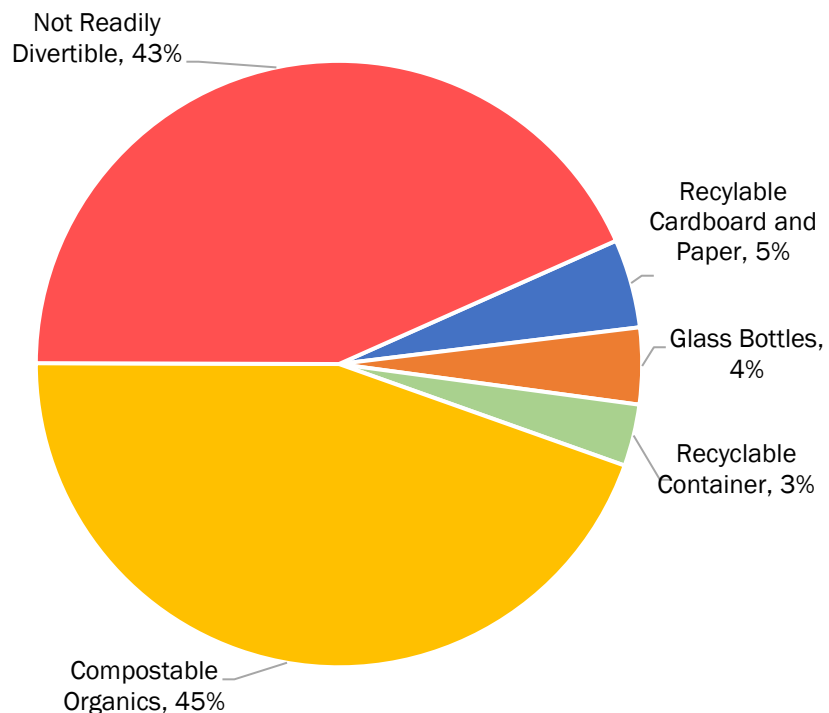


Figure 5-5 illustrates the percentage of material readily divertible from the refuse stream. Once again, compostable organics like paper to-go containers, compostable paper products, food waste, and yard waste, can represent meaningful areas for improvement in diverting material from the landfill.

Figure 7-2 Divertibility of Residential Waste



WASTE CHARACTERIZATION STUDY

Table 5-1 provides the detailed tabular composition of Park City's Single-family residential refuse. This table shows the mean composition and margin of error (+/-), calculated at a 90 percent level of confidence, for each of the constituents in the refuse stream.

Table 7-1 Detailed Composition of Residential Waste

Material Category	Mean	+/-	Material Category	Mean	+/-
Paper	15.6%	1.9%	Organics	36.2%	5.8%
Corrugated Cardboard/Kraft Paper	1.2%	0.4%	Food Waste	23.2%	3.5%
Take Out Containers, Food, and Beverage	0.5%	0.2%	Yard Waste	11.6%	6.2%
Aseptic Boxes & Gable Top Cartons	0.3%	0.1%	Remainder/Composite Organics	1.5%	1.2%
Mixed Recyclable Paper	3.5%	1.9%	C&D	2.7%	1.8%
Compostable Paper	9.3%	1.4%	Wood - Treated/Painted/Stained	1.7%	1.6%
Remainder/Composite Paper	0.7%	0.2%	Wood - Untreated/Clean	0.3%	0.2%
Plastic	13.0%	2.9%	Drywall/Gypsum Board	None Found	
PET (#1) Bottles and Jars	0.8%	0.3%	Asphalt Roofing	0.0%	0.0%
PET (#1) Non-bottle Containers	0.6%	0.2%	Asphalt Paving, Brick, Concrete, Rock	0.3%	0.5%
PET (#1) Containers - Contaminated	1.3%	0.6%	Carpet & Carpet Padding	0.0%	0.0%
HDPE (#2) Natural Containers	0.2%	0.1%	Remainder/Composite C&D	0.4%	0.5%
HDPE (#2) Colored Containers	0.4%	0.2%	HHW	0.9%	0.4%
HDPE (#2) Containers - Contaminated	0.1%	0.1%	Household Hazardous Waste or HHW	0.5%	0.2%
Rigid Plastic Containers #3-#7s	0.4%	0.1%	Batteries (All Types)	0.1%	0.1%
Plastic Containers #3-#7s - Contaminated	0.6%	0.3%	Medically-Related Waste	0.4%	0.4%
Expanded Polystyrene "Styrofoam"	0.4%	0.2%	Electronics	0.1%	0.2%
Plastic Bags and Film	6.4%	1.7%	All Electronics	0.1%	0.2%
Durable/Bulky Rigid Plastics	0.5%	0.6%	Textiles	3.4%	1.2%
Remainder/Composite Plastic	1.4%	0.4%	Recyclable Textiles and Clothing	1.4%	1.1%
Metal	3.4%	1.4%	Other Textiles and Leather	2.1%	0.9%
Aluminum Containers	0.5%	0.1%	Other	19.2%	5.4%
Aluminum Foils and Trays	0.4%	0.2%	Rubber Products	0.6%	0.6%
Other Non-Ferrous Metals	1.2%	1.0%	Disposable Diapers & Sanitary Products	4.0%	1.0%
Steel Cans & Lids	0.6%	0.5%	Supermix incl. Dirt & Fines	12.8%	5.2%
Other Ferrous Metals	0.8%	0.8%	Bulky Materials	0.9%	1.1%
Glass	5.3%	1.4%	Other Materials Not Elsewhere Classified	1.0%	0.5%
Glass Bottles, Jars & Containers	4.1%	1.3%			
Remainder/Composite Glass	1.2%	0.6%			
			Total	100%	
			Number of Samples	11	

8. CONCLUSIONS AND RECOMMENDATIONS

This study was successful at compiling a baseline understanding of the City's residential waste stream composition, and also provided excellent insight into the composition of restaurant and bar waste, which was the most prevalent generator at the time of year the data collection took place. Not surprisingly, diversion opportunities in the restaurant sector revolve around food wastes and compostable low-grade papers. Organic wastes are also prevalent in the residential waste stream, although to a lesser degree.

The study suggests that cardboard recycling in the downtown area is effective, although confusion exists about paperboard. The study also confirms that the mobile recycling drop-off recycling system, which provides an outlet for glass bottles, is a necessary component to divert glass which is otherwise not accepted in single stream recycling in the City.

WASTE CHARACTERIZATION STUDY

The following recommendations are offered for consideration by the City:

- ♦ **Refocus on Contamination in Cardboard Dumpsters:** Recycling education in the BID should refocus on the differences between actual corrugated cardboard and paperboard, with a focus on reducing the paperboard being placed in the OCC containers. Cardboard recycling containers should be visually assessed at routine intervals to validate that businesses are properly recycling this material.
- ♦ **Gradual Expansion of Commercial Organics Diversion:** The prevalence of food waste in the commercial refuse stream represents an opportunity to greatly reduce the amount of landfilled material originating from the Park City Downtown Business District. Many county and local governments facilitate food waste diversion by providing a simple composting operation on or adjacent to the landfill or yard waste management parcel. There can be no ideal “one size fits all” approach to reducing food waste in the many restaurants and bars in Park City, but working with businesses on a case-by-case level can make positive strides in organics diversion. Most businesses should be able to implement a diversion program targeting back-of-house food waste (kitchen waste, trimmings, etc.) as a solid first step in this process. Another opportunity, while often more challenging, is reducing the amount of front-of-house food waste disposed of by businesses. This often requires a degree customer participation and is therefore generally less reliable. It is recommended that the City coordinate with businesses to capture back-of-house organics as a first step, and potentially expanding to front-of-house food waste in the future.
- ♦ **Increase Capture of Glass from BID:** Glass bottles were found to be a meaningful remaining component of the restaurant waste stream. Given the availability of a glass drop-off with Park City’s Mobile Recycling Center, it may be worthwhile to refocus outreach to the restaurants and bars, and/or to modify access times for the Mobile Center, to increase glass diversion.
- ♦ **Consider Performing a Winter Season Study:** As mentioned in this report, several of the business groups targeted in the study did not generate enough materials to be captured in the research. Setting aside the increased logistical challenges of performing a winter season study with heightened downtown activity, the data obtained in the winter high season would flesh out a full understanding of other business sectors, including lodging and potentially the retail and service sectors. However, it is acknowledged that a winter study could be especially challenging as it would place additional burdens on businesses to set aside material during a busier time of year.

APPENDIX A

MATERIAL CATEGORY DEFINITIONS

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Group	Material Category	Category Definition
Paper	Corrugated Cardboard/Kraft Paper	Corrugated boxes or paper bags made from kraft paper. Wavy center layer sandwiched between two outer layers without wax coating on the inside or outside. Examples include cardboard shipping containers and moving boxes, computer packaging cartons, and sheets and pieces of boxes and cartons. Does not include chipboard. Examples of kraft paper include paper grocery bags, un-soiled fast food bags, department store bags, and heavyweight sheets of kraft packing paper. Relatively unsoiled pizza boxes acceptable.
	Take Out Containers, Food, and Beverage	Paper take out containers and cups used for food service.
	Aseptic Boxes & Gable Top Cartons	Aseptic containers (multi-layered packaging that contains shelf-stable food products such as apple juice, soup, soy/rice milk, etc.) and "gable top" cartons (non-refrigerated items such as granola and crackers; refrigerated items such as milk, juice, egg substitutes, etc.). Rigid food and beverage cartons are usually paper-based, may be any shape, and may include a plastic pour spout as part of the carton.
	Mixed Recyclable Paper	Recyclable paper other than the paper types mentioned above. Examples include white office paper, junk mail, manila folders, manila envelopes, index cards, white envelopes, white window envelopes, notebook paper, carbonless forms, groundwood paper, softcover books, chipboard and uncoated paperboard, and deep-toned or fluorescent dyed paper.
	Compostable Paper	Low-grade, biodegradable paper that cannot be recycled, as well as food contaminated paper. Examples include paper towels, napkins, paper plates, waxed papers and waxed cardboard, and tissues.
	Remainder/Composite Paper	Paper products made mostly of paper but combined with large amounts of other materials such as plastic, metal, glues, foil, and moisture. Examples include corrugated cardboard coated with plastic, cellulose insulation, blueprints, sepi, onion skin, foil-lined fast food wrappers, frozen juice containers, carbon paper, self-adhesive notes, hardcover books, and photographs.
Plastic	PET (#1) Bottles and Jars	Clear or colored PET bottles or jars. The plastic resin number "1" is visible in the center of the triangular recycling symbol and may also bear the letters "PETE" or "PET". A PET container usually has a small dot left from the manufacturing process, not a seam. It does not turn white when bent.
	PET (#1) Non-bottle Containers	Non-bottle containers such as rectangular PET clamshell or tray containers used for produce; etc. The plastic resin number "1" is visible in the center of the triangular recycling symbol and may also bear the letters "PETE" or "PET". The color is usually transparent, green, or clear. This category only includes PET non-bottle containers that did not previously contain hazardous materials.
	PET (#1) Bottles, Jars, and Containers - Contaminated	PET bottles, jars, and containers more than 25 percent full of food or liquid.
	HDPE (#2) Natural Containers	Natural colored HDPE bottles. This plastic is usually either cloudy white, allowing light to pass through it (natural). When marked for identification, it bears the number "2" in the triangular recycling symbol and may also bear the letters "HDPE". Also includes natural buckets, pails or paint cans made of HDPE and designed to hold 5 gallons or less of material. This category only includes colored HDPE containers that did not previously contain hazardous materials.
	HDPE (#2) Colored Containers	Colored HDPE bottles. In contrast with natural HDPE, the colored HDPE is usually a solid color and opaque. When marked for identification, it bears the number "2" in the triangular recycling symbol and may also bear the letters "HDPE". Also includes colored buckets, pails or paint cans made of HDPE and designed to hold 5 gallons or less of material. This category only includes colored HDPE containers that did not previously contain hazardous materials.
	HDPE (#2) Containers - Contaminated	HDPE bottles, jars, and containers more than 25 percent full of food or liquid.
	Rigid Plastic Containers #3-#7s	Bottles, jars, containers, lids, and other packaging that are made of types of plastic other than PET (1) or HDPE (2). Items may be made of vinyl, LDPE, PVC, PP, PS, or other plastic. They may bear the number 3, 4, 5, 6, or 7 in the triangular recycling symbol, or may bear no recycling symbol. Examples include clamshells, trays, tray lids, cups, bowls, plates, hardware and fastener packaging, detergent and cleaning products bottles, squeezable bottles, frozen food containers, microwave food trays, vitamin bottles, cookie trays found in cookie packages, small (less than 1 gallon) brittle (single-use) plant containers such as nursery pots and plant six-packs.
	Rigid Plastic Containers #3-#7s - Contaminated	Rigid plastic containers #3-#7s more than 25 percent full of food or liquid.
	Expanded Polystyrene "Styrofoam"	Food and non-food packaging. Includes clamshell "Styrofoam" food containers, as well as cups, plates, and bowls. Includes finished products made of expanded polystyrene such as block Styrofoam padding and packing peanuts.
	Plastic Bags and Film	Plastic retail bags used to contain merchandise to transport from the place of purchase, given out by the store with the purchase. Retail Film Bags sorted into this category will largely be clean: free of excessive debris or moisture.
	Durable/Bulky Rigid Plastics	Plastic items other than containers or film plastic, that are made to last for more than one use. These items may bear the numbers 1 through 7 in the triangular recycling symbol. Examples include crates, buckets (including 5-gallon buckets), baskets, totes, large plastic garbage cans, large tubs, large storage tubs/bins (usually with lids), flexible (non-brittle) and durable flower pots of 1 gallon size or larger, lawn furniture, large plastic toys, tool boxes, first aid boxes, and some sporting goods, CDs and their cases, plastic housewares such as durable (not single-use) dishes, cups, and cutlery.
	Remainder/Composite Plastic	Plastic that cannot be put in any other type or subtype. Includes items made mostly of plastic but combined with other materials. Examples include auto parts made of plastic attached to metal, plastic drinking straws, produce trays, foam packing blocks (not including expanded polystyrene blocks), plastic strapping, handles and knobs, plastic cup lids, some kitchenware, plastic toys, plastic string (as used for hay bales), and plastic rigid bubble/foil packaging (as for medications).
Metals	Aluminum Containers	Aluminum containers for food or beverage. Also includes aluminum cat food containers.
	Aluminum Foils and Trays	Non-container aluminum products such as aluminum foil or aluminum food trays. Does not include items significantly contaminated with food or other material.
	Other Non-Ferrous Metals	Any metal item, other than aluminum cans, foils or trays, that is not stainless steel and that is not magnetic. These items may be made of aluminum, copper, brass, bronze, lead, zinc, or other metals. Examples include copper wire, shell casings, and brass pipe. Also includes composite material that is mostly non-ferrous metal by weight.
	Steel Cans & Lids	Steel or tin food or other containers. Includes aerosol containers. If significant food or other product remains in the container (greater than the weight of the container), it shall instead be sorted in that product material category.

Group	Material Category	Category Definition
Metals	Other Ferrous Metals	Any iron or steel that is magnetic or any stainless steel item. This type does not include tin/steel cans. Examples include structural steel beams, metal clothes hangers, metal pipes, stainless steel cookware, security bars, and scrap ferrous items. Also includes composite material that is mostly ferrous metal by weight.
Glass	Glass Bottles, Jars & Containers	Includes all glass bottles and jars, regardless of color. Examples include beer and soft drink bottles, and jars for food or other materials. If significant food or other product remains in the container (greater than the weight of the container), it shall instead be sorted in that product material category.
	Remainder/Composite Glass	Non-container glass. This category includes items made mostly of glass but combined with other materials. Examples include Pyrex, Corningware, crystal and other glass tableware, mirrors, non-fluorescent light bulbs, auto windshields, laminated glass, or any curved glass. Uncoated plate glass - includes window and door glass, table-tops, and some auto glass (side windows).
Organics	Food Waste	Food wastes and scraps, including meat, bone, dairy, grains, rinds, teabags, coffee grounds with filters, etc. Excludes the weight of food containers, except when container weight is not appreciable compared to the food inside.
	Yard Waste	Plant material, including woody material, from any public or private landscapes. Examples include leaves, grass clippings, plants, brush and branch prunings and trimmings.
	Remainder/Composite Organics	Organic material that is not food or yard waste. Includes cork, popsicle sticks, hair, animal waste, cigarette butts, chopsticks, woven baskets, and small non-construction related wood products.
C&D	Wood - Treated/Painted/Stained	Wood that contains an adhesive, paint, stain, fire retardant, pesticide or preservative. Does not include wood furniture.
	Wood - Untreated/Clean	Any wood which does not contain an adhesive, paint, stain, fire retardant, pesticide or preservative; includes such items as bulky wood waste or scraps from newly built wood products. Does not including land clearing debris or yard waste prunings and trimmings. The presences of nails or screws are acceptable.
	Drywall/Gypsum Board	Interior wall covering made of a sheet of gypsum sandwiched between paper layers. Examples include used or unused, broken or whole sheets of sheetrock, drywall, gypsum board, plasterboard, gypsum board, gyproc, and wallboard.
	Asphalt Roofing	Composite shingles and other roofing material made with asphalt. Examples include asphalt shingles and attached roofing tar and tar paper.
	Asphalt Paving, Brick, Concrete, and Rock	Includes asphalt paving materials, set or unset, and all types of fire-clay bricks. Includes Portland cement mixtures (set or unset), with or without aggregate materials (gravel, etc.). Includes rock gravel larger than 2" in diameter.
	Carpet & Carpet Padding	Flooring applications consisting of various natural or synthetic fibers bonded to some type of backing material. Carpet padding may include plastic, foam, felt, or other material used under the carpet to provide insulation and padding.
	Remainder/Composite Construction & Demolition	Construction and demolition material that cannot be put in any other type or subtype. This type may include items from different types combined, which would be very hard to separate. Also includes fiberglass insulation, ceramic fixtures, and other miscellaneous C&D Materials not mentioned above.
HHW	Household Hazardous Waste or HHW	Hazardous household items containing paints, thinners, solvents, vehicle equipment fluids, cleaners, pesticides/herbicides and fertilizers. Includes fluorescent bulbs and CFLs, light ballasts, and mercury-containing devices.
	Batteries (All Types)	Dry batteries, rechargeable batteries and lead-acid batteries.
	Medically-Related Waste	Treated or untreated medical waste. Includes bandages, gauze, diabetic strips, syringes, needles, other sharps, and medical tubing. Includes similar items from veterinary usage, medical research, or industrial laboratories.
Electronics	All Electronics	Includes all electronic items with a circuit board, including CRTs or other video displays, plasma and LCD monitors, cell phones, personal computers, laptop computers, notebook computers, processors, keyboards, etc. Includes stereos, VCRs, DVD players, etc. This category does not include automated typewriters or typesetters.
Textiles	Recyclable Textiles and Clothing	Clothing, rags, and accessories made of natural and synthetic textiles such as cotton, wool, silk, woven nylon, rayon, polyester, and other materials. Examples include pants, shirts, fabric purses, bed sheets, and towels.
	Other Textiles and Leather	Clothing, rags, accessories, and other textiles that are soiled/contaminated or that do not fit into the Recyclable Textiles and Clothing category. Includes footwear and leather products.
Other	Rubber Products	Finished products and scrap materials made of natural and synthetic rubber, such as bathmats, inner tubes (not tires), rubber hoses, and foam rubber. Excludes footwear.
	Disposable Diapers & Sanitary Products	Adult and baby disposable diapers, and feminine hygiene products.
	Supermix incl. Dirt & Fines	Small mixed fragments 2" and smaller, and includes miscellaneous fines (paper, plastic, glass, etc.), sand, and dirt.
	Bulky Materials	Large, hard-to-handle items that are not defined separately. Examples include all sizes and types of furniture, mattresses, box springs, and base components.
	Other Materials Not Elsewhere Classified	Any other type of waste material not listed in any other sort category. Includes cosmetics, shampoos, lotions, etc.





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EXHIBIT “B”

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

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

2. TERM.

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

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

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

4. RECORDS AND INSPECTIONS.

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

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the

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approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

H. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

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

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

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

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

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

11. NONDISCRIMINATION.

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

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.

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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.

12. ASSIGNMENTS/SUBCONTRACTING.

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

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

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

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

13. CHANGES.

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

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

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

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to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

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

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

16. TERMINATION.

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

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

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

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

20. SEVERABILITY AND NON-WAIVER.

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

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

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

21. ENTIRE AGREEMENT.

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

22. COUNTERPARTS.

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

23. ELECTRONIC SIGNATURES.

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

**PARK CITY MUNICIPAL CORPORATION
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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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#:

PC Business License#

BL _____

Signature_____
Printed name_____
Title

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

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

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

 Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20__ at _____ (insert State and County here).

Printed name _____

Signature: _____

EXHIBIT “A”**SCOPE OF SERVICES**

EXHIBIT “B”**PAYMENT SCHEDULE FOR “EXTRA” WORK**