# Waste Management Plan for the Main Street Business Improvement District

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# Introduction

In 2007 Park Municipal Corporation (PCMC) created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District. The trash and recycling needs in Historic Park City are significant and individual to each business. The BID and PCMC strive to provide trash and recycling services as efficiently as possible while still meeting the service needs of the 253 businesses holding licenses within the area coupled with providing a beautiful and clutter free streetscape. Republic Services is the current trash provider for the BID and the contract providing trash services expires on November 30, 2019.

The following provides an extensive background of the services provided to date along with research and projected services needs and enhancements for the next five (5) years.

# Background

Main Street Trash History

Prior to 2006, Summit County provided trash services to both residential and commercial properties in Park City boundaries. In 2007, Summit County chose to issue a residential hauling contract to Allied Waste (DBA Republic Services) and did not pursue commercial trash service operations. This opened the commercial hauling market such that each commercial entity could contract with the individual trash hauling entity of its choosing. Due to the lack of interior storage space and exterior, private property by most businesses, common trash dumpsters were the most efficient way to provide waste service for businesses.

In 2007, the Main Street Business Alliance (DBA Historic Park City Alliance) petitioned for Business Improvement District (BID) approval to create an entity that could enter into and administer a solid waste contract or contracts and recycling contracts. Upon adoption of the BID in 2008, PCMC became a fee collection provider and signed a service contract with the HPCA to administer the BID with the following scope excerpt related to trash:

Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

PCMC also amended their Business License Code to require the following:

In addition, the City’s revised Business License Ordinance requires that all businesses within the boundary of the BID have a current account in good standing with the City’s designated commercial solid waste removal service provider (currently Republic Services). Businesses which receive solid waste removal service or use the communal dumpsters and are not contracted with Republic Services will not be able to renew a business license or receive one anew until the business can produce evidence of an account in good standing with the chosen service provider.

The annual business license renewal process occurs by 9/30 each year and is the only time the City can assist with past due accounts.

Three service options are available to businesses in the BID for trash removal at their location:

1. Setting up a private contract with the selected Trash Provider for independent service via street-side accessible totes,
2. Setting up a private contract with the selected Trash Provider if independent service via a contract for a private dumpster on private property location with service provided by the selected Trash Provider; or
3. Participate as part of a communal pool of merchants (using “shared dumpsters”) on public property whose trash fees are assessed annually and billed monthly via a nationally standardized formula.

Current Trash Provider Contract

Republic Services secured the current contract for waste removal for the Main Street BID in November of 2013. The second three-year term of the contract expires November 30, 2019. The contract was extended through June 30, 2020. While the contract allows for additional extensions provided both parties extend upon mutual agreement, the contract with Republic Services is between them and Park City Municipal Corporation (PCMC). The contract further allows for the service provider to address other PCMC needs. PCMC follows a State mandated procurement policy that requires a new solicitation of services through issuance of an RFP or RFQ when contracts expire.

The existing contract contains a cost schedule that outlines costs per size of container and number of days of service per week. These costs are established and fixed for all members of the BID no matter which of the three trash removal options they use. Each November the HPCA’s Trash and Recycling Committee reviews the actual cost of service and anticipated needs for the upcoming contract year. If a rate increase is needed to cover the increased service or increase in county dump tipping fees the Committee makes a recommendation to the HPCA Board. The Board’s final recommendation is implemented beginning December 1 of that year.

The aggregate cost for the common area dumpsters is divided among all those who use the dumpsters. A formula is set for types of businesses based on their type of use and square footage. The factor is multiplied with the gross square footage of the entire business, not just service area, to calculate the percentage of the total monthly bill for the common dumpsters each individual business pays. The rate per square foot is assigned to the various business type categories, based on the average amount of trash generated by that category (that rate was determined by a national standard). There is a need to allow businesses not meeting the standard business type categories to apply for an evaluation of their anticipated trash generation. These uses can include, but are not limited to theatres, museums, event venues, etc.

|  |  |
| --- | --- |
| ***Business Type*** | ***Factor*** |
| *Lodging* | 1 |
| *Professional Office* | 1 |
| *Restaurant* | 8 |
| *Retail* | 1.66 |
| *Gallery* | 1 |
| *Theatres, museums, event venues and similar uses.* | Trash and Recycling Committee evaluation |

Annual trash fees for the commercial contract with the trash provider are divided among everyone who currently uses the commercial dumpsters or compactors provided in the District. The monthly bills do fluctuate based upon the number of businesses active in the area and if the dumpsters require additional trash pick-ups due to increased production of trash by businesses. This typically occurs during Sundance Film Festival and peak winter weekends.

Businesses do have the choice to opt out of the commercial pool by having an individual account for street-side totes or their own private dumpster on private property. Over the course of the current contract, the HPCA reduced frequency of service to the common dumpsters, saving businesses money.

**Residential Properties in Main Street BID**

Summit County provides trash service to residential properties and charges for the service through property tax bills. Currently there is no remittance to HPCA from Summit County for residential uses (not lodging) that utilize the common dumpsters. Based on the current numbers of residential units within the BID, this type of use is not a significant generator of trash in the area. PCMC’s Business License Specialist disagrees with this current practice and recommends nightly rentals within the BID be treated the same as other business within the BID since nightly rentals are a commercial use

Trash and Recycling Committee

The Trash and Recycling Committee, a sub-committee of the HPCA, is responsible for overseeing day to day implementation of the contract between its members and the Trash Provider for trash removal in the district, including billing.  Additionally, the Committee is separately responsible for interface of PCMC related to the BID Scope. The Trash and Recycling Committee additionally monitors the mobile recycling center and works to maintain a steady income source to continue the recycling service. The Trash and Recycling Committee meets approximately four times a year.

Current Collection and Disposal Services

Approximately 100 commercial businesses utilize the common dumpsters and compactors for the collection of waste and cardboard. There are approximately 22 businesses that utilize either individual toters or private dumpsters for their individual waste collection. By PCMC ordinance, these businesses are responsible for bringing the containers to the curb at end of business, collecting them in the morning and storing and enclosing them on private property.

Two cardboard recycling dumpsters are in Swede Alley that are serviced by the trash service provider and costs are included within the fees for the common service.

Billing

Billing of businesses within the Main Street BID for trash services are the responsibility of the Trash Provider. All but 16 businesses are billed monthly for trash services; those businesses are either billed quarterly or annually due to the small volumes of trash.

When billing those participating in the common dumpster program, the Trash Provider estimates the total number of pickups for all containers on an annual basis. The total cost is distributed as a set monthly amount billed, versus providing the businesses with fluctuating monthly bills. The Trash Provider provides the HPCA with a monthly accounting of the total collected versus estimated annual costs. Any differences owed at the end of an annual term are either paid or negotiated into the next year’s billing. The HPCA, as the BID service provider is responsible for paying any fees or keeping updated financial records identifying any balance.

Franchise Fee

A Franchise Fee was developed and implemented in August 2010 to collect funds to pay for a supplemental Recycling Program. The Trash Provider charges the Franchise Fee on each trash bill and remits the funds to the HPCA to procure recycling services. The current Franchise Fee rate is 30% of gross revenues of the shared containers and 10% of gross revenues from the individual containers.

Between 2010 and 2016, the HPCA reimbursed merchants who individually contracted for their own recycling efforts to meet their specific needs outside of the program provided by the HPCA. In 2016 the Board voted to eliminate the reimbursement program due to the limited number of businesses requesting reimbursement. Over the six years, a total of $6,863 in franchise fees were reimbursed to a total of 18 businesses.

For the service of collecting and remitting the Franchise Fee, the HPCA reimburses the Trash Provider $100 per month. These costs are invoiced as a deduction from the franchise fee monthly reimbursements to the HPCA.

Mobile Recycling Center

In 2009, the HPCA began a service contract to provide recycling with the Mobile Recycling Center. The program provides Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck fixed pick up at nine different locations on Main Street. The service is scheduled two days a week during the “shoulder season” and three days a week during “peak season.” Shoulder season is defined as the Monday after the weekend that follows Labor Day through week before the weekend before Christmas; April through last weekend in June. Peak season is defined as the weekend before July 4th through weekend after Labor Day; weekend before Christmas through end of March

The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any BID member. The total collection in 2018 of recyclables through this program was 136.9 tons.

Good Earth Recycling is the current service provider and is operating under a month to month extension of a contract signed with the HPCA in 2012. At this time the annual Franchise Fee collected does not cover the entire annual cost of the contract with Good Earth Recycling. The funds to cover the difference are drawn from overages charged by the Trash Provider. The Trash Provider remitted these funds to the HPCA and

Current Collection and Disposal Services

22 businesses use a private contract with the provider and store their own containers (toters) on either their private property or within their business. Almost all these businesses are located on the west side of Main Street and do not have access to a secondary alley behind their businesses. Businesses can receive service to the toters seven (7) days of week.

There are 12 contracts with the trash provider for front and rear load dumpsters on private property. These can receive seven (7) day a week service.

Approximately 85 businesses utilize the common dumpsters for their trash. The containers used are a combination of frontload containers and compactors. Frequency of pick-ups varies depending on the time of year. Two cardboard recycling containers are available for use and are included within the current trash contract. A third cardboard container is now located in the Brew Pub Parking Lot to address the recent large volumes.

Common Dumpster Sizes and Pickup Frequency

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Container** | **Days of the Week** | **Months** | **Days of the Week** | **Months** |
| 8-yard | M and R | April - November | M, T, R, F and Sat | December - March |
| 8-yard | M and R | April - November | M, T, R, F and Sat | December - March |
| 4-yard | T, R and Sat | April - November | - | December - March |
| 8-yard cardboard | M, W and F | April - November | - | December - March |
| 8-yard | None | April - November | M and R | December - March |
| Compactor 1 | F | April - November | M and F | December - March |
| Compactor 2 | F | April - November | M and F | December - March |
| Cardboard Compactor | On call | April - November | On call | December - March |

# Enhanced Services

Due to fluctuations in the economy, snowfall, and other factors, there is a need for extra capacity and services to the common containers. These requests typically occur January through March and average 12 a year. The requests in 2019 are as follows:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **January** | 01/28/19 | **February** | 02/18/19 | **March** | 03/04/19 | **April** | 04/01/19 |
|  | 01/28/19 |  | 02/18/19 |  | 03/04/19 |  |  |
|  | 01/29/19 |  |  |  | 03/20/19 |  |  |
|  | 01/31/19 |  |  |  | 03/20/19 |  |  |
|  | 01/30/19 |  |  |  | 03/25/19 |  |  |

Event Trash Needs

The Sundance Film Festival, Kimball Art Festival and Tour of Utah all require additional containers to meet the trash needs for the event. These containers are ordered in coordination with Park City Municipal and the event organizer.

The trash impacts from the events cause an increase in disposal costs that was shouldered by existing, year-round businesses in the past. Park City Municipal now requires, through their convention and sales (temporary business) license process for any businesses licensed exclusively during the timeframe of the event to pay a flat fee of $100 which is collected by the trash provider. Recent changes to licensing during the film festival results in a significant budget increase for the HPCA to help offset impacts from the festival.

Event Disposal Costs Example. Sundance Film Festival 2013 – 2015.

|  |  |  |  |
| --- | --- | --- | --- |
| **Common Dumpsters Monthly Service Fee** | | | |
|  | January | February | March |
| 2015 | $10,862.36 | $6,549.76 | $7,270.40 |
| 2014 | $10,932.75 | $4,705.75 | $4,911.50 |
| 2013 | $7,516.45 | $4,452.03 | $5,134.03 |

|  |  |
| --- | --- |
| Average Cost for February and March | Difference |
| $6,910.08 | $3,952.28 |
| $4,808.63 | $6,124.13 |
| $4,793.03 | $2,723.42 |

During this period there were 121 businesses paying into the shared dumpsters incurring an additional cost between $2,700 and $6,000 annually to cover the increased trash service during January. This amount was calculated taking the average of February and March and subtracting it from January disposal costs.

# Analysis for Future Contracts

Current service needs and issues, existing demand, and projected waste growth needs to be determined in order to develop and solicit for trash, food waste and recycling services.

Overview of Process

During the development of this document, each local recycling and trash provider was contacted and spent time outlining their current thoughts on the existing trash and recycling systems for Main Street and ideas about how meet future needs.

Time was also spent with Tom Bradley, Park City Mountain Regional Environment Manager, Carolyn Warra, Mary Closser and Troy Holding, Recycle Utah, Julie Schultz and Madelyn Carter with Deer Valley Resort. Understanding their operations and challenges gave further insight into the ongoing education and monitoring needed to ensure a successful operation.

The best model identified that could translate to the needs of Main Street is the Park City Mountain Resort Canyon’s Village program. The variety of commercial uses and seasonality of the workforce help with understanding how to scale a similar program can be scaled to meet the merchants’ needs.

The survey sent to the merchants received only 27 responses. Knowing that it represents a small percentage of the merchants, it does give a glimpse as to some of the reasons behind recycling and waste diversion. Many agreed that space to store recyclables is a key issue as to what prevents them from recycling more. This can be addressed with frequency of services, which may result in a higher cost program. Cost of services followed space and frequency issues as a concern.

The information gained through this process provided insight into the following areas and led to the recommendations included.

Current Frequency and Issues – Projected Frequency

In 2019 there were five (5) extra pickups in January; two (2) in February; five (5) in March; and one (1) in April. Both the dumpster in the Brew Pub Lot and the cardboard container behind Firewood are the two that constantly overflow. At this time the trash provider does not service the containers on Sunday because the Summit County landfill is closed, resulting in many issues including a frequent overflow Saturday night/Sunday morning during peak weekends.

Given the data we currently understand, the following statements correct and be used as guidelines in the development of a final waste management plan.

* Additional capacity and/or frequency of pickups at both the Brew Pub Lot and Firewood containers is needed for the 19/20 season.
* A pilot program or first phase of a recycling and/or food waste program could immediately benefit the current trash overflow in this area of the street.
* Sunday service at the County landfill would address most of the ongoing capacity issues.
* Accommodation of additional trash and waste receptacles in the Brew Pub Parking Lot outweighs the loss of parking spaces in the area on a short-term basis.
* To meet PCMC Code, all dumpster enclosures need to be enclosed.

Volume Estimates

The attached graph shows the trash volume by quarter from 2016 to spring of 2019. The information is shown against the sales revenue growth for Main Street during the same time. The recycling numbers shown are for Good Earth Mobile Recycling pickups. Approximately 26 businesses contract with private providers for pickup of materials from food waste, plastic, glass and cardboard. There is not enough specific tracking by the private providers to add the materials they collect in an overall volume estimate of waste for the District.

For the purposes of the graph, only the tonnage of the common receptacles was included since this is the focus of the efforts. Finally, the waste tonnage is not listed for those businesses that use toters and front/rear load dumpsters.

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC’s Budget and Grants Department projects a continued increase in sales tax revenue for the City. The future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors.  Factors include, but are not limited to:

* The effects of the economy;
* Diversion programs/policies of the HPCA and PCMC
* The number and types of businesses;
* Participation levels of businesses in various diversion programs;
* Changes in collection and processing strategies and methods;
* Rate‐setting practices for collection services;
* Recent and future federal, State, and local regulations;
* Recycling and organic product market volatility; and,
* Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement, nor can it predict the amount of recyclables.

Recyclable Materials

The recycling providers in this area unanimously agreed that the top three items to recycle are cardboard, glass and food waste. While plastic and metal are items that can be recycled, efforts focused on the top three recyclables generated in the area in the first phases have the greatest ability to reduce the cost of waste removal since they take up a greater capacity and weigh the most. When comparing the recyclable materials generated by Main Street Businesses, diverting cardboard from the landfill provides the greatest relief of greenhouse gases with diverting food waste as second. Glass diversion will not provide a significant reduction in greenhouse gases; however, it will reduce trash disposal costs.

Food Waste

The type of food waste produced is impacted by several factors. There is a difference between waste generated back of house versus front of house and can vary depending on the type of cuisine served. The equipment to store the different types also differs. Businesses who utilize one-use items may use either biodegradable or compostable materials. This can be a major issue depending on how the service provider disposes of the materials.

Instituting a food waste program should be phased and should begin with restaurants interested in participating. Since food waste is not generated by all business types the contract for disposal may provide a set rate for businesses within the district versus distributing the entire cost to all businesses.

Single Stream Containers

Single Stream Recycling refers to a system in which all kinds of recyclables such as cardboard, glass and metal etc. are put into a single bin. This type of collection ensures the ability to recycle the greatest amount of material, if the bin is not contaminated.

Contamination

The biggest cause of contamination is education. With the seasonality of employment on Main Street, keeping all employees informed as to what is and what is not recyclable is needed. Keeping the bin size for recyclables smaller and placing them more frequently reduces the number of businesses using each receptacle. This could make it easier to find the business and/or employee that needs additional education.

Removal of Parking

The common dumpsters are located on public property and all, but one has been in place for five (5) years. The HPCA is aware that a new trash and recycling program may require use of existing parking spaces. Any elimination of parking in the Main Street area is felt by the merchants; it is one less place for an employee or customer to park in a system whose capacity cannot handle current or increased demand.

In the past the HPCA supported the removal of parking for programs like the outdoor dining decks. The Board weighed the loss of parking against the benefits of increased vibrancy and positive atmosphere they bring to the district.

Regarding trash and recycling containers, the HPCA will consider relocation and new placement for collection containers. Factors that would justify parking removal include reduction of distance between businesses and containers and increased ability to screen the containers.

Use of Public Property

The closer recycling containers are to businesses the more frequently they will be used. Many businesses have found they can divert most of their waste from the landfill by contracting with recycling providers to service their own individual recycling containers.

When a business does not have space on their property to place recycling containers, the City will consider placement on public property. Factors such as walkways, ability to screen the containers, percentage of waste diversion and cleanliness are part of the review process. Developing an administrative review process, like the dining decks, can encourage businesses to make the extra effort to recycle more of their waste.

Ease versus Cost

The HPCA Trash and Recycling Committee recognizes the ultimate waste management plan will need to balance the cost of the program with the ease of participation. Ease of the program results in higher rates of participation which translates to diversion of reusable waste from the landfill.

Ease of a program needs to address the following factors:

* Education of employees
* Distance of containers/pick-up location for recyclables from each business
* Container selection

The common containers in Swede Alley are outlined on Exhibit A and include the frequency and stops made by the Mobile Recycling Center. The current placement of common containers is no greater than four-hundred feet (400’) from the businesses who use them. When approaching a new trash and recycling program, the method by which the materials are transported to Swede Alley needs to be evaluated. Many current containers leak and leave grease marks along the sidewalk.

In 2009 the HPCA did investigate curbside pick-up but decided against it since they didn’t want the unsightliness of bins left overnight for morning pickup. Park City’s heavy snowfall also makes curbside pickup a logistical nightmare.

The Mobile Recycling Center program provides ease of recycling to businesses with a smaller number of recyclables. Green Earth Recycling, the current operator of the Mobile Recycling Center has been asked to apply through the RFQ process. Their services will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA’s to reduce the amount of waste disposed of at a landfill.

Diversion versus Cost

The Historic Park City Alliance wants a program that prioritizes sustainability and maximizes resources. The resources include reuse of materials to an extent that the diversion of recyclables and food waste reduces the amount of trash entering the landfill, thereby extending the life of the landfill. However, cost is the one factor that will impact diversion rates the most.

Currently recycling rates are three times the cost of tipping fees at the landfill. Increased diversion will cost the merchants more than disposing of all waste in the trash. The survey responses showed 65% of the merchants (27 responses) would pay more for recycling services. Being a good steward to the environment was the most significant reason people listed as their desire to recycle more. The survey showed most of the respondents would be in favor of a 10% to 20% increase in their disposal bill to accommodate increased recycling.

Cost Distribution

Regarding trash, those businesses who have individual contracts with the Trash Provider will be charged set rates as outlined in future contracts. As for the common area dumpsters, the recommendation is to divide the cost among all those who use the dumpsters. The current formula remains relevant and remains set for types of businesses based on their type of use and square footage.

|  |  |
| --- | --- |
| ***Business Type*** | ***Factor*** |
| *Lodging* | 1 |
| *Professional Office* | 1 |
| *Restaurant* | 8 |
| *Retail* | 1.66 |
| *Gallery* | 1 |
| *Theatres, museums, event venues and similar uses.* | Trash and Recycling Committee evaluation |

Since trash fees are distributed among those who use the containers, businesses who divert more waste from the landfill through an individual contract with a recycling provider use the trash containers less. It then leads to the need to reduce that business’s trash bill if they are part of the common dumpster program. Development of a process to track the recycling from these businesses is key to being able to offset their trash costs to help subsidize their own cost for an individual contract to recycle.

There are two driving factors that will determine how the overall cost of the program is shared by each merchant. The first is the imbalance between encouraging high waste diversion rates and the individual service needed to accomplish those goals.

Recycling costs, in locations where businesses are utilizing shared containers, the formula would be the best guideline to calculate the percentage of the total cost for the service(s).

Incentive Structure

While the merchants are willing to see a small increase in cost for disposal services, the percentage increase may not meet the goals of Park City Municipal and the City Council. An incentive structure that absorbs the increase cost of recycling a greater amount of material is the best way to meet the goals and needs of both organizations.

# Additional Efforts Required

Service providers can address all the issues outlined in the analysis, however there are some factors not under their control, that if left unattended success of the program could be compromised.

Sunday Operations at the Summit County Landfill

The amount of trash generated is highest on the weekends and Sunday is often the day the dumpsters overflow. The Summit County landfill is closed on Sunday preventing the trash provider from servicing these containers. Trash cannot remain overnight in a truck and costs to haul it to another landfill are costly and not sustainable.

Starting discussions with Summit County during their budgeting process could allow for a quicker solution than waiting for countywide demand for Sunday service.

Extend Republic Services Contract

Service providers and knowing new contracts may ask merchants to change habits, it’s been determined that the best time to implement a program is in the spring. There is not adequate time for new program education with the timeline for contract negotiation and approval to start this winter season.

There is an option to extend the current contract with Republic Services until April 30, 2019. This can only be done upon mutual written agreement by the parties. The Committee felt this was necessary to allow for a May 1, 2020 start for new contracts.

**Screening of Trash and Recycling Containers**

There needs to be an administrative process in place for review and approval of appropriate screening of private trash and recycling containers behind buildings, even when City property is used. An administrative process like the dining decks, outing the terms of use of City property could allow for additional locations of recycling containers.

# Recommended Trash and Recycling Procurement Process

Use of an RFQ to solicit information from service providers is recommended. Outlining all the terms of a contract through an RFP is difficult do the complexity of the services and frequencies needed, along with the collaboration needed between trash and recycling services needed to produce the final plan. The terms of the contract will be negotiated after the service provider(s) are chosen.

City Council Input

The next step in the process is for the City Council to determine either the percentage offset the City is willing to incentivize for recycling within the Main Street Bid or the percentage diversion goal.

RFQ – Request for Qualifications

This contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

* + Trash Removal Services
  + Recycling Services

PCMC’s Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer’s total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees.

The second element of the process requests proposers provide an additive alternative proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

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

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

The primary goal for the RFQ selection process is to obtain low‐cost disposal and recycling services for handling the HPCA’s solid waste for four (4) years with up to two additional, two-year extensions.

Outline of Services Requested

The RFQ asks the submitter to address the following elements of their or suggest an alternate solution.

Trash Service

* The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
* Ability to provide service for both front load dumpsters and toters/kitchen cans on Sundays
* Ability to service toters and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
* Vendor contact the HPCA if they are unable to perform a timely pickup
* Holiday pick-ups of front loads and toter/kitchen cans
* Ability for next day pickups of compactors
* Responsible for cleaning up around the trash containers at time of pick-up
* Service kitchen cans and toters for those with individual service in the district
* Ability to roll frontload pullout containers in certain locations
* Supply both me front load containers made of metal or plastic, depending on what works best for each location
* Ability to provide a second pick up day of call by noon
* Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
* Ability to deliver additional containers on short notice
* Transparency and integrity of the waste removal program
* Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
* Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

Trash and Recycling Services During Events and Peak Days

* The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
* Ability to provide service on Sundays when determined necessary
* Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
* Vendor contact the HPCA if they are unable to perform a timely pickup
* Holiday pick-ups when determined necessary
* Responsible for cleaning up around the recycling containers at time of pick-up
* Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
* Ability to deliver additional containers on short notice
* Transparency and integrity of the recycling program
* Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City

Additional Issues to Address

Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

Transparency of Service

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

Billing

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

Submitters for Recycling Services are asked to outline their preferred method of billing.

Frequency and Container Size and Type

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

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

Description of Service

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

Education, Monitoring and Reporting

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

HPCA Responsibility within Contract

The HPCA maintains a contract with Park City Municipal to provide communication to Main Street businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. The HPCA is also responsible for working with City staff to develop a recycling program to accompany the solid waste management efforts.

The HPCA will keep a current list of businesses within the Main Street BID that is informed through communication with the Park City Municipal Business License Manager as well as frequent visual assessments of the District.

The HPCA will provide the contractors providing trash and recycling services to the District with an immediate update of either a new business or exiting business as soon as it is known.

PCMC Responsibility within Contract

The Business License Manager will update the HPCA on a scheduled basis of any new or existing businesses on Main Street.

Park City Municipal is responsible for monitoring the common waste receptacles and will notify the HPCA and contractor if an unscheduled pick-up is needed as well as will maintain the cleanliness of the floor area surrounding the waste collection containers.

Park City Municipal will provide the selected providers with an annual events schedule that includes street and parking lot closures that could impact waste removal.

Joint HPCA and PCMC Responsibilities

Both organizations will work together to analyze trash impacts from events and determine if additional cost recovery methods are needed. Both organizations will also develop a process to determine the waste generation factor for businesses that do not meet the standard type of categories such as restaurant, retail, gallery, etc.

# Next Steps

To keep the process of selecting a trash and recycling provider(s) moving forward the following actions need to take place and are given a rough timeline as well.

Extend the Contract with Republic Services

The sooner the contract can be set for the 2019/20 winter the more time can address the current capacity and frequency needs for the area.

Issue RFQ

Finalize internal City review for the RFQ and issue the document that outlines both trash and recycling needs for the district.

Identify RFQ Selection Committee

Members of the HPCA’s Trash and Recycling Committee should be considered along with Main Street businesses that currently recycle a large amount of material, along with one who is minimally recycling. Representatives on the committee should also be comprised of at least one business who utilizes each of the three services needed in the area; common containers, toters and private dumpsters. Representatives from the resorts’ sustainability departments may be helpful during the selection process due to the size and scope of their programs.

Mandatory Pre-submission Meeting

Due to the complexities of the district and services needed, a mandatory pre-submission meeting shall be held to outline the current services and billing structure.

Selection of Providers

The selected trash and recycling provider(s) for the area had provided a narrative as to the services and performance measures they would meet. Collaboration between the service providers will be necessary to make sure the plan for the start of services on May 1, 2020 is set.

Merchant Plan Review

As the final plan and terms of the contract are finalized, several public meetings among the merchants shall be held to make sure all issues have been identified.

Contracts Signed

Once the final plan is set, each provider will sign a service provider contract with the City to begin performing services on May 1, 2020.

# Conclusion

The ability to provide one type of trash and recycling service for the business district and still meet the needs of the merchants is impossible. From the business type, location, storage space and even cuisine served, require specific needs to increase the amount of waste diverted from the landfill.

By allowing the service providers to outline their ability to meet the needs of the Main Street merchants, the greatest flexibility remains. Flexibility will be needed when evaluating the proposals, final incentives, and cost sharing.

The City can most affect the amount of recycling materials diverted from the landfill by subsidizing the cost of recycling so the cost of disposal of recyclables is like that of trash disposal.

# Exhibits

Exhibit A - Existing locations of common containers

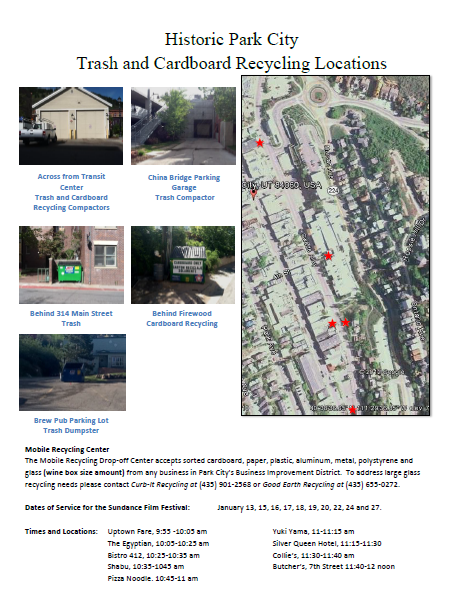
Exhibit B - Common Container Distance Analysis

Exhibit C - RFQ

Exhibit D - Map of properties and types of trash receptacles provided by trash provider

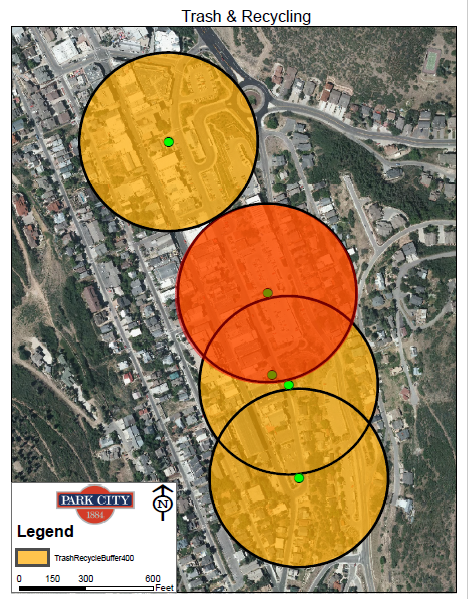
[Exhibit E - Sample Data Sheets outlining current billing system](https://drive.google.com/open?id=1gPkkLZq18wBHk_2ExnQ5V88sNXKcwd27)

# Exhibit A

Existing locations of common containers

# Exhibit B

Common Container Distance Analysis



# Exhibit C

RFQ

**Park City Municipal Corporation**



**REQUEST for QUALIFICATIONS**

**for**

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

**Issue Date: XX XX, 2019**

**Submittal Due Date: XX XX, 2019**

**QUALIFICATIONS DUE:** 4:00 p.m., XX, XX XX, 2019

Email Delivery:Xx email

*A response confirming receipt will be sent.*

**PROJECT NAME:** Recycling and Waste Services for Main Street BID

**RFQ AVAILABLE:** xx, xx xx, 2019, at [www.parkcity.org](http://www.parkcity.org/) or via email from

[xx](mailto:elizabeth.fregulia@parkcity.org)

**PROJECT ADDRESS:** [Main Street Business Improvement District](https://cdn.historicparkcityutah.com/docs/HPC_BusinessDirectory_Legal_Jun2019.pdf)

**OWNER:** Park City Municipal Corporation

P.O. Box 1480

Park City, Utah 84060

**CONTACT:** XX

Email

**PRE-SUBMITTAL MEETING:** A non-mandatory pre-submittal meeting will be held at xx, xx xx,2019

Park City Council Chambers

445 Marsac Avenue, Park City, UT

Please email xx if you plan to attend.

**Register to Receive Future Correspondence and Announcements**:

If you are interested in receiving future correspondence or announcements related to the Main Street Recycling and Waste Disposal Services RFQ process, please contact xx (see e‐mail address above) and request that your name be placed on the list of interested parties. If you do not register as an interested party by xx, xx xx, 2019, you may not receive future correspondence or announcements related to this RFQ process.

1. **Introduction**

In 2007 City Council created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District.

The Park City Municipal Corporation, in conjunction with the Historic Park City Alliance issued this Request for Qualifications (RFQ) to solicit proposals from companies interested in providing solid waste disposal and recycling services for commercial and municipal solid waste.   PCMC’s primary goal for the RFQ selection process is to obtain low‐cost disposal and recycling services for handling the HPCA’s solid waste for four (4) years with up to two 2‐year extensions.

The services are scheduled to commence on May 1, 2020. The HPCA’s solid waste tonnage was approximately 648.81 for the common receptacles which include collection of waste and cardboard. The tonnage collected from the approximate 20 businesses who have their own containers (toters/dumpsters) Is unknown. There are a number of businesses who individually contract with a recycling and/or food waste provider. The amount of diversion from the waste stream provided through these contracts is unknown.

PCMC anticipates that this contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

* + Trash Removal Services
  + Recycling Services

PCMC’s Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer’s total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees.   The second element of the process requests proposers provide a proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

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

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

Current Collection and Disposal Services

Approximately 100 commercial businesses utilize common containers for waste and two containers for the collection of cardboard. There are approximately 20 businesses that utilize either toters or dumpsters for their own waste collection. All these businesses are billed by the service provider.

Common Dumpster Sizes and Pickup Frequency

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Container** | **Days of the Week** | **Months** | **Days of the Week** | **Months** |
| 8-yard | M and R | April - November | M, T, R, F and Sat | December - March |
| 8-yard | M and R | April - November | M, T, R, F and Sat | December - March |
| 4-yard | T, R and Sat | April - November | - | December - March |
| 8-yard cardboard | M, W and F | April - November | - | December - March |
| 8-yard | None | April - November | M and R | December - March |
| Compactor 1 | F | April - November | M and F | December - March |
| Compactor 2 | F | April - November | M and F | December - March |
| Cardboard Compactor | On call | April - November | On call | December - March |

In 2010, the current service provider for trash implemented a Franchise Fee to the monthly/quarterly bills for both those using the common receptacles and those who have their own. These fees are remitted to the HPCA to supplement the cost of the mobile recycling center.

The HPCA contracts with Good Earth Recycling to provide Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck which stops at nine different locations on Main Street two days a week during the “shoulder season.” The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any business in Park City’s Business Improvement District, the section of the city that includes Main Street, Swede Alley and a portion of Park Avenue. The total collection in 2018 of recyclables through this program was 136.9 tons.

Mobile Recycling Center program will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA’s to reduce the amount of waste disposed of at a landfill.

Future Impacts on Solid Waste Volumes

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC’s Budget and Grants Department projects a continued increase in sales tax revenue for the City. The future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors.  Factors include, but are not limited to:

* The effects of the economy;
* Diversion programs/policies of the HPCA and PCMC
* The number and types of businesses;
* Participation levels of residents and businesses in various diversion programs;
* Changes in collection and processing strategies and methods;
* Rate‐setting practices for collection services;
* Recent and future federal, State, and local regulations;
* Recycling and organic product market volatility; and,
* Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement.

1. **Scope of Services**

The two different services require slightly different scope of services. Please review the tasks for each element listed below.

Main Street BID Trash Disposal Services

* Transport and dispose of Main Street BID trash at an approved disposal facility.
* Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
* Ability to provide service for both front load dumpsters and toters/kitchen cans on Sundays
* Ability to service toters and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
* Vendor contact the HPCA if they are unable to perform a timely pickup
* Holiday pick-ups of front loads and toter/kitchen cans
* Ability for next day pickups of compactors
* Responsible for cleaning up around the trash containers at time of pick-up
* Service kitchen cans and toters for those with individual service in the district
* Ability to roll frontload pullout containers in certain locations
* Supply both me front load containers made of metal or plastic, depending on what works best for each location
* Ability to provide a second pick up day of call by noon
* Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
* Ability to deliver additional containers on short notice
* Transparency and integrity of the waste removal program
* Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
* Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

Main Street BID Recycling Services

* Transport and dispose of Main Street BID recyclables at an approved disposal facility.
* Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
* Ability to provide service on Sundays when determined necessary
* Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
* Vendor contact the HPCA if they are unable to perform a timely pickup
* Holiday pick-ups when determined necessary
* Responsible for cleaning up around the recycling containers at time of pick-up
* Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
* Ability to deliver additional containers on short notice
* Transparency and integrity of the recycling program
* Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
* Ability to charge event vendors and/or temporary licensees for a set fee

Park City Municipal Trash

Collection of waste from containers at Park City Municipal buildings which would include but not be limited to Miner’s Hospital; Library and Education Center; Park and Golf, PC MCARD, Public Works, Police and Ice Arena.

Additional Information to Address as Part of Scope of Service

Description of Service/Proposed Method

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

Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

Transparency of Service

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

Billing

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

Submitters for Recycling Services are asked to outline their preferred method of billing.

Frequency and Container Size and Type

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

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

Cost of Services

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Container Size | Frequency per Week | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Toters |  |  |  |  |  |  |  |
| 90 gallons |  |  |  |  |  |  |  |
| 2 yards |  |  |  |  |  |  |  |
| 3 yards |  |  |  |  |  |  |  |
| 4 yards |  |  |  |  |  |  |  |
| 5 yards |  |  |  |  |  |  |  |
| 6 yards |  |  |  |  |  |  |  |
| 8 yards |  |  |  |  |  |  |  |
| Compactor |  |  |  |  |  |  |  |
| Other |  |  |  |  |  |  |  |

Percentage price increase/year after initial length of term

Education, Monitoring and Reporting

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

Qualifications, references and experience

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

Environmentally sustainable business practices

Describe the sustainable business practices undertaken by your organization.

**IV. Selection Criteria**

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

1. Cost of Services (20%)
2. Proposed method of service (20%)
3. Qualifications, references and experience in providing services of similar size and scope (20%)
4. Proposed services and diversion potential (20%)
5. Environmentally sustainable business practices (20%)
6. **Selection Process**

Qualifications submissions will be evaluated on the factors listed in Section VIII of this RFQ and will be good for three months from date of submission.

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

* + A selection committee made up of Park City Municipal Corporation staff, Historic Park City Alliance representatives, and other stakeholders will review all submissions of qualifications.
  + The selection committee will determine companies to receive an interview. (Interviews will be held approximately one week after proposals are submitted.)

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

1. **Tentative Schedule for Selection Process & Project**
   * RFQ Issued: XX
   * Mandatory Pre-submittal Meeting: XX
   * Qualifications Due: XX
   * Interviews: XX
   * Notification of Award: XX
   * City Council Award of Contract(s): XX
2. **Submittal Requirements & Selection Criteria**
   * **Executive Summary:** not to exceed 2 pages.
     + Succinctly describe your qualifications for the project and the strengths of your company.
   * **Scope of Services:** A brief description of the company’s approach and an outline of preliminary plans which to accomplish the Scope of Services outlined in this RFQ and detailed cost for each element. Said plans should include, but not be limited to a detailed description regarding achieving the goals of the scope of services, deployment of these services, collection plans for designated holidays, and collection plans in the event of an emergency or natural disaster. Take into consideration the three different level of services are needed to address the individual needs of businesses:

* who utilize the common dumpsters
* on the west side of Main Street who use toters
* who utilize a dumpster associated with their property
  + **Relevant Experience**— Demonstrate proven capabilities for providing the proposed service and demonstrated experience and creativity in Refuse collection system design and successful achievement of results in prior projects for clients;

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

* Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
* Proposals lacking required information will not be considered.
* Award of contract is subject to approval by City Council.
* All submittals shall be public records in accordance with government regulations (“GRAMA”) unless otherwise designated by the applicant, pursuant to UCA § 63G-2-309, as amended.
* Park City Municipal Corporation reserves the right to change any dates or deadlines.

1. **Park City Municipal Standard Service Provider Agreement**

The successful proposer will be required to enter into Park City’s Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

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

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

Attachment 1: Park City Professional Services Provider Agreement

# PARK CITY MUNICIPAL CORPORATION

**SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this day of

, 20 , by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and , a Utah corporation (“Service Provider”).

WITNESSETH:

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

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:

## 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.

## TERM**.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on or earlier, unless extended by mutual written agreement of the Parties.

## COMPENSATION AND METHOD OF PAYMENT**.**

* 1. Payments for services provided hereunder shall be made monthly following the performance of such services.
  2. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

Professional Service Agreement (Standard) Revised 11.06.2014

* 1. 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.
  2. The Service Provider shall submit to the City Manager or his 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.

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

## REPORTS AND INSPECTIONS**.**

* 1. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
  2. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

## INDEPENDENT CONTRACTOR RELATIONSHIP**.**

* 1. 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.
  2. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the

performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City’s general rights of inspection and review to secure the satisfactory completion thereof.

## 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.

## HOLD HARMLESS INDEMNIFICATION**.**

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

## 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:

* 1. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

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

* 1. Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.
  2. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence.
  3. Workers Compensation insurance limits written as follows: Bodily Injury by Accident $500,000 each accident;

Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

* 1. The City shall be named as an additional insured on the insurance policies, as respect to work performed 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. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
  2. 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.

## 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).

## COMPLIANCE WITH LAWS**.**

* 1. 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.
  2. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
  3. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
  4. 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 equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

## NONDISCRIMINATION**.**

* 1. The City is an equal opportunity employer.
  2. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
  3. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race,

creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

* 1. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

## ASSIGNMENTS/SUBCONTRACTING**.**

* 1. 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.
  2. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
  3. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
  4. 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 equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

## 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.

## MAINTENANCE AND INSPECTION OF RECORDS**.**

* 1. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its

authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

* 1. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

## PROHIBITED INTEREST**.**

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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

* 1. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
  2. 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.
  3. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

## TERMINATION**.**

* 1. 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.
  2. 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.

## NOTICE**.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

## ATTORNEYS FEES AND COSTS**.**

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

## JURISDICTION AND VENUE**.**

* 1. 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 laws of the state of Utah, both as to interpretation and performance.
  2. 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.

## SEVERABILITY**.**

* 1. 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.
  2. 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.

## 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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

## PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue Post Office Box 1480

Park City, UT 84060-1480

Diane Foster, 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

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 Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as

*(title)* for , a corporation.

Notary Public

## EXHIBIT “A”

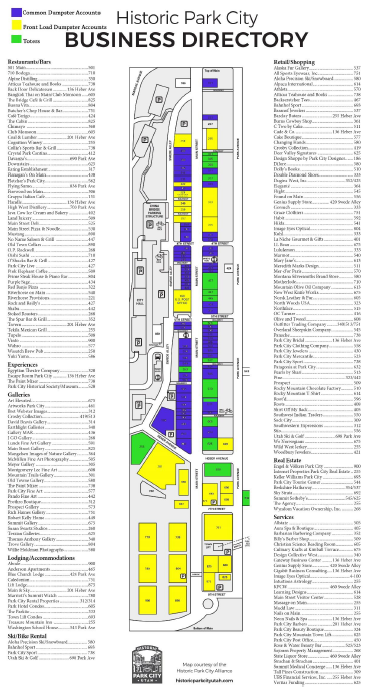
SCOPE OF SERVICES

## EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA

# Exhibit D

Map of properties and types of trash receptacles provided by trash provider



# Exhibit E

[Sample Data Sheets outlining current billing system](https://drive.google.com/open?id=1gPkkLZq18wBHk_2ExnQ5V88sNXKcwd27)