

**GENERAL SERVICES AGREEMENT BETWEEN
ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC**

AND THE CITY OF ANN ARBOR

**FOR
SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Advanced Disposal Services Solid Waste Midwest, LLC ("Contractor") a(n) Wisconsin, limited liability Company with its address at 10599 Five Mile Road Northville, MI 48168, agree as follows on this ___ day of _____, 2017.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means the Public Services Area.

Contract Administrator means Craig Hupy, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means - RFP 17-05 Solid Waste Transfer, Transport and Disposal Services.

II. DURATION

This Agreement shall become effective on the date written above, after execution by both parties, and shall remain in effect until June 30, 2022, unless terminated as provided for in Article XII. The Contractor shall start providing all the Services July 1, 2017, and shall continue as long as the Agreement is in effect, subject to the availability of funding each fiscal year.

The City shall have the option to renew this contract for two additional five-year terms on the same terms and conditions as the original term. The Contract Administrator shall provide notice to Contractor no less than sixty days prior to the end of current contract/renewal term informing the Contractor of the City's election to renew the contract. The parties agree to execute a renewal agreement for any renewal period exercised by the City/

III. SERVICES

- A. The Contractor agrees to provide solid waste transfer, transport and disposal services ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Scope of Services from RFP No. 17-05, as restated in Exhibit A.
The Work Plan Section of the Proposal of Contractor, dated March 23, 2017, attached and incorporated as part of Exhibit A.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards. In the event of a conflict, the terms of this Agreement shall prevail, and then the terms of the documents listed above, in the order listed.

The parties may mutually agree to make changes to the quantities of service within the general scope of the Agreement at any time by a written order signed by both parties. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement, including but not limited to statutory, regulatory and contractual requirements regarding safety.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent person regularly rendering this type of service or when the Contractor has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the unit prices stated in Exhibit B. The total fee to be paid the Contractor shall be an indefinite amount as it will be based on the total amount of material delivered to the Contractor by the City requiring the Contractor's Services provided under this Contract. Payment shall be made monthly (30 days after invoice), unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of the Services provided, including all records necessary to support the compensation calculations in Exhibit B, so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. PERFORMANCE BOND

A Performance Bond will be required from the successful bidder as follows:

A Performance Bond to the City of Ann Arbor for 50% of the bid amount accepted for the first year of the Contract. The City and Contractor agree that the amount of the bond is \$861,425.

The Performance Bond shall be executed on a form supplied by the City in a manner and by a Surety Company duly authorized to issue performance bonds in Michigan and satisfactory to the City Attorney.

VIII. WAGE REQUIREMENTS

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

IX. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

X. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.

- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

XI. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

XII. ASSIGNMENT

- A. Notwithstanding current subcontracts of the Contractor in place at the time of execution of this Agreement, which are acknowledged and approved by City, the Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement without providing the Contractor an opportunity to cure the breach if the City has previously provided notices of breach to the Contractor on multiple occasions, and/or if the breach is for Contractor's failure to comply with its safety obligations, even if the Contractor has cured the prior breaches for which notice was given.
- C. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- D. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- E. The provisions of Articles VI and IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIV. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XV. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Advance Disposal Services Solid Waste Midwest, LLC
Attn: William Soffera
Regional Vice President (Acting)
10599 Five Mile Road, Northville, MI 48168

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Attn: Craig A. Hupy, P.E.
Public Services Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

XVI. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XVII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use.

XVIII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XIX. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

Signatures on following page.

FOR CONTRACTOR

By: _____
William Soffera, Regional Vice President
(Acting)
Advanced Disposal Services Solid Waste
Midwest, LLC

FOR THE CITY OF ANN ARBOR

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

Craig A. Hupy, P.E.,
Public Services Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

The scope of services consists of the Scope of Services from RFP No. 17-05, as restated below, and the Work Plan Section of the Proposal of Contractor, dated March 23, 2017, attached. In the event of conflict, the provisions of the Scope of Services from RFP No. 17-05 prevail.

SCOPE OF SERVICES

A. BACKGROUND

1. Overview

The City of Ann Arbor owns a Transfer Station (TS) located at 4130 Platt Road in Pittsfield Township, Washtenaw County, Michigan. The TS is located to the south of the City's Material Recovery Facility (MRF) as shown in Figure 1. The TS is operated under Operating License 9336, issued by the Michigan Department of Environmental Quality (refer to Appendix C).

The TS facility is currently operated by a private contractor under a short-term agreement. The City also contracts for disposal of the waste delivered from the TS and other City facilities under a separate disposal agreement, which expires on June 30, 2017. The intent of this RFP is to combine transfer station operations, transport and disposal services commencing July 1, 2017 under a single contract. In addition, the City desires to procure transport and disposal services for dewatered centrifuge cake and other materials from the City's Wastewater Treatment Plant (WWTP), and disposal services for street sweepings and vector/soil materials. The MRF is not a part of this RFP.



FIGURE 1. AERIAL VIEW OF TRANSFER STATION

2. Summary of Transfer Station Operations

The TS is an approximately 9,200 square foot facility located on a 5.7 acre site (refer to Appendix C). All incoming and outgoing TS loads are weighed at the scale facility located at the MRF. The scalehouse is staffed by City personnel, who perform all weighing functions.

The TS building is approximately 115 feet wide by 80 feet deep, and provides four unloading bays (see Figure 2). The TS has a single, drive-through bay for semi-truck transfer vehicles. An approximately 4-foot high parapet wall separates the drive-through bay from the tipping floor.



FIGURE 2. VIEW OF TRANSFER STATION BAYS

The TS normally operates Monday through Friday (7:00 a.m. - 4:30 p.m.). The TS also operates on Saturdays (7:00 a.m. - 4:30 p.m.), though typically receives waste only during those weeks that include a major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas); this is to accommodate catch-up waste collections performed by the City as the result of the holiday. On rare occasions (2 instances over a 3-year period), the TS has operated on non-holiday week Saturdays to accommodate special collection projects by the City. Historically, the TS has operated on a limited number of Sundays (13 instances over a 3-year period). Sunday operations are not included in this RFP.

The facility receives waste predominantly collected by City crews (residential waste, and commercial waste from the downtown business district) and the City's commercial waste franchise collector (other commercial waste generated within the City). The TS has also received third-party waste, with the University of Michigan being the largest third-party customer. The TS does not serve residential self-haul customers, and waste is typically delivered in packer collection vehicles. Only non-hazardous municipal waste is handled at the TS -- no construction/demolition debris, yard waste or special waste is processed at the facility.

Historical operating information (tonnage and vehicle counts) are provided in Appendix D. Annual TS tonnage has ranged from approximately 53,000 tons in 2013 to 59,000 tons in 2015 (the latest years for which complete data is available). This corresponds to an average daily throughput of 196 to 224 tons per day of waste.

City waste (i.e., waste collected by City crews or the City's contracted commercial waste franchise hauler) accounts for approximately 88 percent of the waste processed at the TS (refer to Appendix D). Third-party waste accounts for the other 12 percent, the majority of which is delivered by the University of Michigan.

Note that pursuant to this RFP, the City will commit to deliver all City-controlled waste (i.e., waste collected by City crews or the City's commercial waste franchise hauler), but will not guarantee a specified tonnage of waste. The selected Contractor will be allowed to receive third-party waste at the TS (subject to limits as specified in Section II.C below), but the City will not guarantee the delivery of any third-party waste. Further, the selected Contractor will be expected to extend the pricing for City-delivered waste to the University of Michigan, but the City does not guarantee waste deliveries from the University.

3. Summary of WWTP Materials and Quantities

The City of Ann Arbor owns a WWTP located at 49 Old Dixboro Road. Dewatered centrifuge cake is currently hauled from the plant on a seasonal basis, which runs from approximately December 1 to May 31 of each year (but may occur outside those months), and is disposed in a landfill. Hauling and disposal services are provided by a contractor. The contractor loads their own vehicles at the WWTP by pushing buttons to open and close hopper gates, which discharge the dewatered centrifuge cake.

Annual quantities of the dewatered centrifuge cake have ranged from 9,600 to 10,000 tons per season (refer to Appendix D). The material is hauled in double-tandem trailers. During the season, approximately 2-4 truckloads are hauled per day. Hauling generally occurs on weekdays, with occasional Saturday pick-ups. Next day trucking needs are arranged by email or phone with the contractor. Analytical laboratory data and waste profile information on the dewatered centrifuge cake material is provided in Appendix E.

In addition, the WWTP generates other by-product materials (scum, grit and screenings) which are hauled in 10-cubic yard roll-off dumpsters. The materials are hauled by a contractor as special waste. Service is scheduled on an on-call basis, with roll-off containers swapped out the next business day following notice from the City. Tonnage quantities are not available, but the scum container is serviced every 1.5-2 months, the grit container every month, and the two (2) screenings containers every 1-2 weeks. Approximately 56 container pulls are performed each year. Waste profile information on this material is provided in Appendix E.

Finally, the WWTP has a trash dumpster (8 cubic yard) which is serviced every two weeks by a contracted hauler.

All of the WWTP materials are collected at the plant, but at different locations within the plant.

4. Summary of Street Sweeping and Vector Materials and Quantities

The City currently direct hauls street-sweeping material to a contracted landfill for disposal. Annual tonnage ranges from approximately 1,600 to 1,800 tons per year. Analytical laboratory data and waste profile information on the street-sweeping material is provided in Appendix E.

The City also direct hauls material collected by vector trucks used to maintain the City's stormwater and sanitary infrastructure, and soil from ground excavation work on City projects. Annual tonnage is approximately 5,500 tons. Waste profile information on the vactoring material is provided in Appendix E.

B. OBJECTIVE

The City of Ann Arbor is hiring the Contractor to perform the following services

1. Transfer Station Operating and Maintenance, Transport and Disposal Services

- a. Operation and maintenance of the City's Transfer Station, and transport and disposal of waste processed through the TS at a permitted disposal facility. Services to commence July 1, 2017.
- b. In addition, the City is requesting beneficial reuse options (e.g., alternate daily cover or construction aggregate) for processed glass from the City's MRF at the permitted disposal facility. Contractor to provide beneficial reuse of material only, hauling to be performed by others. Services to commence July 1, 2017.

2. WWTP Services

- a. Transport and disposal of dewatered centrifuge cake from the City's WWTP plant. Loading to be performed by Contractor, using push-button hopper gates, into Contractor-provided trailers. Contract to be effective July 1, 2017, with on-call services to commence on or about December, 2017 (as subsequently scheduled by the City), consistent with the seasonal (December - May) generation of dewatered centrifuge cake. Note that services may be required earlier than December or beyond May in any given contract year.
- b. Roll-off (10-cubic yard) service for other materials generated by the WWTP plant, including scum, grit and screenings. Contractor to provide on-call service including roll-off containers, container liners, hauling and disposal. Services to commence July 1, 2017.

- c. Dumpster service (8-cubic yard) for trash materials from the WWTP plant. Contractor to provide dumpster, collection (every 2 weeks), hauling and disposal of trash materials. Services to commence July 1, 2017.
3. Street Sweeping/Vactor Material Disposal Services
- a. Disposal of street-sweeping and vactor/soil materials hauled by the City to the Contractor's disposal facility. Services to commence July 1, 2017.

All contracted services are to be provided for a five (5) year initial term, with the City reserving an option to extend the contract term for up to two additional five-year periods.

C. REQUIREMENTS

The selected Contractor is to provide all necessary labor, equipment, fuel and materials to perform the services listed below. Where applicable, services to be provided by the City are noted.

1. Transfer Station Operating and Maintenance, Transport and Disposal Services
- a. Operate and maintain the City's Transfer Station.
 - b. Receive and transfer all municipal solid waste (MSW) delivered by the City and/or its agents (e.g., commercial waste franchise hauler). The City commits to deliver all City-controlled waste (i.e., waste collected by City crews or the City's contracted commercial waste franchise hauler) to the TS. However, the City does not guarantee a specified tonnage amount. The City or its agents may also deliver process residue from the MRF.
 - c. Receive and transfer all MSW delivered by the University of Michigan to the TS (or, alternatively, dispose of MSW direct-hauled by the University to the disposal facility). The City does not guarantee any delivery of waste by the University.
 - d. The Contractor will be allowed to accept third-party waste materials (including Contractor hauling tonnage), provided that: priority is first given to collection vehicles from the City and/or its agents and then collection vehicles from the University; and, all waste transfer operations are conducted entirely within the TS building and in accordance with the TS's MDEQ Operating License, the facility's stormwater pollution prevention plan (SWPPP), regulatory requirements, and best-operating practices. Third-party waste may not include hazardous or special waste, construction and demolition debris, or yard waste.
 - e. Load delivered waste material into transfer trailers supplied by the Contractor or their identified and approved transport sub-contractor. Contractor shall provide all mobile equipment (e.g., front-end loaders,

- grapple loaders, etc.) required to load waste into transfer vehicles.
- f. Transport the loaded MSW to a permitted disposal facility provided by the Contractor or their identified and approved sub-contractor.
 - g. Dispose of the MSW processed through the TS at a permitted disposal facility owned by the Contractor or their identified and approved sub-contractor. Contractor must guarantee disposal capacity for the 5-year term of the contract; guaranteed disposal capacity for a 15-year term (including the two 5-year extension periods) is desirable.
 - h. Operate TS during scheduled hours: Monday - Friday (7:00 a.m. - 4:30 p.m.), and Saturdays (7:00 a.m. - 4:30p.m.) during holiday weeks (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas). Upon 48-hours advance notice from the City, Contractor shall operate TS on additional Saturdays to accommodate City special projects.
 - i. Maintain the TS facility in a clean, orderly condition. Litter to be collected daily or more frequently as necessary, including removal of litter from trees, fencing, exterior grounds and surrounding woods. All waste is to be removed from the tipping floor at the end of each operating day. Four (4) loaded transfer vehicles may be staged on-site at the end of the operating day if the loads cannot be transported to the disposal facility prior to the closure time of the disposal facility.
 - j. Perform snow clearing on the TS site. The City will be responsible for snow clearing along Platt Road.
 - k. Building repairs will be completed by the City at the City's cost and discretion, and any electrical, concrete or building damage by the Contractor will be repaired at the Contractor's sole expense.
 - l. Cooperate with the City, as necessary, in the preparation of any MDEQ Operating License renewals. The City shall be responsible for preparing and submitting the renewal applications.
 - m. Provide all health and safety training for Contractor personnel at the TS, including compliance with the MDEQ operating license and SWPPP.
 - n. Transfer, transport and disposal services shall be invoiced on a per ton basis. Pricing forms are attached in Exhibit B. State surcharge fees shall be paid by the City but shall be quoted separately from the per ton fee for transfer, transport and disposal services. Pricing shall be applicable to all waste delivered by the City and/or its agents (including MRF residue). The City's pricing shall also apply to waste delivered by the University of Michigan (although the City does not guarantee delivery of material from the University).

Contractor shall set rates for third-party waste (except for the University of Michigan). Contractor shall be responsible for invoicing all third-party customers, including the University of Michigan. For use of the City's TS for this third-party tonnage, Contractor shall provide the City with a per ton credit on all third-party tonnage, not less than \$2.30 per ton (refer to pricing forms in Exhibit B), to be applied against the TS service fees payable by

the City. The third-party credit shall apply to tonnage delivered by the University of Michigan; the Contractor may add the amount of the credit to the service fee applicable to the University.

Contractor to provide a flat daily rate to operate TS on additional Saturdays beyond the designated holiday weeks (i.e., week of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas). Transport and disposal services for such additional Saturdays to be invoiced at the City's per ton rate.

City will operate scalehouse facility and will provide an electronic summary of all TS loads to the Contractor. Contractor shall use the load information provided by the City as the basis for preparing its invoice to the City. Monthly Contractor invoices shall be prepared in a format agreed upon by the City, but at a minimum shall show tonnage processed, service fee amounts, and State surcharge amounts. The invoice shall also show third-party tonnages handled during the month, and the credit to the City for third-party tonnage.

- o. Optionally, Contractor to provide a beneficial reuse (e.g., alternate daily cover, construction aggregate) for processed glass from the City's MRF at the Contractor's disposal facility. A separate pricing schedule (per ton credit to City or fee) for this service is provided in the pricing forms in Exhibit B.

2. WWTP Services

- a. Transport dewatered centrifuge cake to a permitted disposal facility provided by the Contractor or their identified and approved sub-contractor. Contractor to load material onto Contractor-provided transport vehicles using push-button hopper gate system in use at the WWTP. Contractor to rake loaded material, cover the load, and place straw or other material along the rear gate to prevent leakage of material during transport.
- b. Dispose of the dewatered centrifuge cake at a permitted disposal facility owned by the Contractor or their identified and approved sub-contractor. Contractor must guarantee disposal capacity for the 5-year term of the contract; guaranteed disposal capacity for a 15-year term (including the two 5-year extension periods) is desirable.
- c. Transport and disposal services to be performed on an on-call, next-day basis (including occasional Saturdays, as necessary). The City will provide phone or email notification to the Contractor of next-day trucking needs by 1:00 P.M. the previous day. The Contractor will provide a single point of contact and inform the WWTP staff of who to contact in the event the named person is unavailable. The Contractor will be responsible for any communication with sub-contractor(s) to ensure the WWTP's hauling needs are met. The City will cooperate with the Contractor in

scheduling times for trucks to arrive (so that full loads of material are available). Season typically runs from approximately December 1 to May 31, but services may be required earlier than December or beyond May in any contract year.

- d. Transport and disposal services for dewatered centrifuge cake shall be invoiced on a per ton basis. Pricing forms are attached in Appendix B. State surcharge fees shall be paid by the City but shall be quoted separately from the per ton fee for transport and disposal services.

Demurrage charges for wait times exceeding 30 minutes and caused by the City (i.e., delay in receiving Contractor's vehicles or interruption of truck loading once started) shall be separately quoted on a cost per hour basis. Off-hour (5:00 p.m. to 4:00 a.m., Monday - Friday) hauling premiums, if any, shall be separately quoted on a per ton basis.

Contractor invoices shall be prepared in a format agreed upon by the City, but at a minimum shall show tonnage processed, service fee amounts, State surcharge amounts, demurrage charges and hauling premiums (if any).

- e. Provide 4 roll-off containers (10 cubic yard capacity) with liners for other WWTP materials: scum (1), grit (1) and screenings (2). Dumpster service to include all costs of containers, liners, transport and disposal. Service to be provided on an on-call basis with advance notice from the City; service calls made prior to 1:00 p.m. shall be performed the next business day. Containers are located within buildings and Contractor shall be responsible for removing full containers and placing new containers within the buildings. Approximate service schedules for the roll-off containers are as follows: scum (1.5 - 2 months), grit (monthly), and screenings (1-2 weeks).
- f. Transport and disposal services for roll-off containers for scum, grit and screenings shall be invoiced on a "per-pull" basis, inclusive of any State surcharge fees. Pricing forms are attached in Appendix B. Contractor invoices shall be prepared in a format agreed upon by the City, but at a minimum shall show number of loads pulled and service fee amounts.
- g. Provide one dumpster (8 cubic yard), to be serviced every two weeks, for trash materials.
- h. Collection, transport and disposal services for the trash dumpster to be invoiced on a fee per month basis, and shall be inclusive of any State surcharge fees.
- i. Contractor may submit a consolidated invoice for dewatered centrifuge cake, roll-off service (scum, grit, and screenings), and trash service, provided the invoice contains the information noted above for each type of service.
- j. City to provide analytical testing and/or waste profile information as required by the Contractor's waste acceptance protocols.

3. Street Sweeping and Vector Material Disposal Services

- a. Dispose of street sweeping materials delivered by the City at a permitted disposal facility owned by the Contractor or their identified and approved sub-contractor. Contractor must guarantee disposal capacity for the 5-year term of the contract; guaranteed disposal capacity for a 15-year term (including the two 5-year extension periods) is desirable.
- b. Disposal services for street sweeping materials shall be invoiced on a per ton basis. Pricing forms are attached in Exhibit B. State surcharge fees shall be paid by the City but shall be quoted separately from the per ton fee for disposal services.
- c. Dispose of vector and soil materials delivered by the City at a permitted disposal facility owned by the Contractor or their identified and approved sub-contractor. Contractor must guarantee disposal capacity for the 5-year term of the contract; guaranteed disposal capacity for a 15-year term (including the two 5-year extension periods) is desirable.
- d. Disposal services for vector and soil materials shall be invoiced on a per ton basis. Pricing forms are attached in Exhibit B. State surcharge fees shall be paid by the City but shall be quoted separately from the per ton fee for disposal services.
- e. Contractor may submit a consolidated invoice for street sweeping and vector/soil materials, provided the invoice contains the information noted above for each type of service.
- f. City to provide analytical testing and/or waste profile information as required by the Contractor's waste acceptance protocols.



Tab 5 Proposed Work Plan



Stansley Industries, Inc.

Customer Ecology of Ohio, Inc.
dba Stansley Industries Inc.
3793 Silica Rd.
Sylvania, Ohio 43560
419.841.6960 phone
419.843.7939 fax

TRANSFER STATION OPERATING & MAINTENANCE, TRANSPORT and DISPOSAL SERVICES

CEI ASSETS

- Loader
- Switch truck
- Excavator
- 6 trailers
- 2 road tractors
- 1 service truck

SCOPE of WORK

There will be 2 operators on split shift during pre-determined hours of service.

- Operators will direct inbound waste and load outbound transfer trailers.
- Floors will be cleaned each night by the operator on the late shift.
- Parking lot will be cleaned once per month or as needed using a third-party service.
- Quarterly or as needed a picking crew will be supplied to pick the fence line.

PRIMARY DISPOSAL**

- Arbor Hills
[**primary disposal information to be provided by ADS**]

PROPOSED STAFFING

- 2 full time operators
- 1 part time clean up support

Transfer work will be scheduled weekly on a per month basis.

Communication will be structured through the management team and the dispatch office. An organizational chart will be provided outlining key contacts with cell phone numbers for 24/7 assistance.



WWTP Services

CEI ASSETS

- [4] 65 yd gravel trains
- [4] commercial trucks

SCOPE OF WORK

Haul dewatered cake to disposal site

PRIMARY DISPOSAL**

- Arbor Hills
[**primary disposal information to be provided by ADS**]

SCHEDULING

We provide a 24/7 on call service for dewatered cake

Communication will be structured through the management team and the dispatch office. An organizational chart will be provided outlining key contacts with cell phone numbers for 24/7 assistance.

ADDITIONAL [CEI](#) INFORMATION

TECHNOLOGY

We employ current truck tracking and dispatching technology, including Qualcomm TMW Dispatch. This is significant because it allows us to track the loads from the point of pick up to the point of destination, confirming real-time tracking and non-stop shipments of your product, providing security of your products. This also allows us to offer timely ticket process and electronic invoicing.

SAFETY

“GET THEM HOME SAFE” - The safety of our employees, customers, and the general public is our number-one priority. Our safety department has developed an outstanding safety program that not only focuses on properly training our drivers, but also educating them continuously on proper safety procedures. We use the latest state-of-the-art technology that monitors and reports our driver and vehicle safety.

CEI/SI uses safety features, including DriveCam. DriveCam is a continuous driver monitoring system, allowing us to visually identify driver and equipment issues to ensure safe driving procedures are followed. We also use e-logs to ensure driver hours-of-service are within FMCSA requirements.

REDUNDANT EQUIPMENT AND PROCESSES

CEI/SI offers redundant processes, including multiple terminal locations for maintenance, current equipment, and personnel that are being used at other facilities to provide the same services as Lansing requires.

- Material Handlers
- Trucks/Trailers
- Switch Trucks
- Experienced Personnel to provide essential services 24/7/365



**Michigan Department of Environmental Quality
Office of Waste Management and Radiological Protection**

SOLID WASTE DISPOSAL AREA OPERATING LICENSE

This license is issued under the provisions of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.11501 et seq., and authorizes the operation of this solid waste disposal area (Facility) in the state of Michigan. This license does not obviate the need to obtain other authorizations as may be required by state law.

FACILITY NAME: Arbor Hills West Expanded Sanitary Landfill
LICENSEE/OPERATOR: Advanced Disposal Services Arbor Hills Landfill, Inc.
FACILITY OWNER: Advanced Disposal Services Arbor Hills Landfill, Inc.
PROPERTY OWNER: Advanced Disposal Services - Arbor Hills Landfill, Inc., and Salem Township
FACILITY TYPE(S): Municipal Solid Waste Landfill and Municipal Solid Waste Landfill
FACILITY ID NUMBER: 475946
COUNTY: Washtenaw
LICENSE NUMBER: 9371
ISSUE DATE: March 13, 2014
EXPIRATION DATE: March 13, 2019

FACILITY DESCRIPTION: The Arbor Hills West Expanded Sanitary Landfill, a municipal solid waste landfill, consists of 337.24 acres located in Section 13, T1S, R7E, Salem Township, Washtenaw County, Michigan, as identified in Attachment A and fully described in this license.

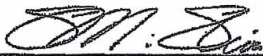
AREA AUTHORIZED FOR DISPOSAL OF SOLID WASTE: Cell 1, Cell 2, Cell 3, Cell 4A and Cell 5.

RESPONSIBLE PARTY: Mr. Thomas Flannagan, General Manager
 Advanced Disposal Services Arbor Hills Landfill, Inc.
 10690 West Six Mile Road
 Northville, Michigan 48168-9426
 704-985-2992

RENEWAL OPERATING LICENSE: This License Number 9371 supersedes and replaces Solid Waste Disposal Area Operating License Number 9272 issued to Veolia ES Arbor Hills Landfill, Inc., on June 9, 2010.

This license is subject to revocation by the Director of the Michigan Department of Environmental Quality, if the Director finds that this Facility is not being constructed or operated in accordance with the approved plans, the conditions of a permit or license, Part 115, or the rules promulgated under Part 115. Failure to comply with the terms and provisions of this license may result in legal action leading to civil and/or criminal penalties pursuant to Part 115. This license shall be available through the licensee during its term and remains the property of the Director.

THIS LICENSE IS NOT TRANSFERABLE.



Steven R. Sliver, Chief, Solid Waste Section
 Office of Waste Management and Radiological Protection



CSCUCD-541 (Rev. 01/14)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU	
Date Received	(FOR BUREAU USE ONLY)
AUG 21 2015	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
FILED	
AUG 24 2015	
ADMINISTRATOR CORPORATIONS DIVISION	
EXPIRATION DATE: DECEMBER 31, 2020	
Name	Corporation Service Company
Address	2711 Centerville Road Ste. 400
City	Wilmington DE 19808 ZIP Code

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.


CERTIFICATE OF ASSUMED NAME
For use by Corporations, Limited Partnerships and Limited Liability Companies
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned execute the following Certificate:

- The name of the corporation, limited partnership, or limited liability company is:
Custom Ecology of Ohio, Inc.
- The identification number assigned by the Bureau is: 60825P
- The assumed name under which business is to be transacted is:
Stansley Industries, Inc.
- This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON PAGE 3 IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 8 day of August, 2015

By  CFO
(Signature)

Christopher Holmstrom, Chief Financial Officer
(Type or Print Name) (Type or Print Title or Capacity)

(Limited Partnerships Only - Indicate Name of General Partner, if the General Partner is a corporation or other entity)

Handwritten notes:
\$11000
CCH
204940

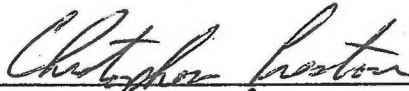
**EXHIBIT B
COMPENSATION**

APPENDIX B: COST PROPOSAL FORMS

RFP # 17-05 FOR SOLID WASTE TRANSFER, TRANSPORT AND DISPOSAL SERVICES FOR THE CITY OF ANN ARBOR

1: COMPANY NAME: Advanced Disposal Services Solid Waste Midwest, LLC

The undersigned has examined the complete Request for Proposal and its requirements contained in the solicitation and is submitting the following Cost Proposal Forms in full compliance with those requirements.

Signature: 
 Name / Title: CHRISTOPHER PRESTON - MUNICIPAL MARKETING MANAGER
 Date: 3-22-2017

2: DISPOSAL FACILITY INFORMATION

Name: Arbor Hills Landfill

Address: 10690 W. Six Mile

Northville, Michigan 48168

County: Washtenaw

DEQ Permit Number: 9371

Hours of Operation:
 Monday-Friday 6am to 5pm
 Saturday 7am to 12 pm Sunday Closed

Holiday Closures (List All Observed Holidays): New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

Permitted for Waste Streams Identified in the RFP?

	Yes	No
Municipal Waste	X	
WWTP Dewatered Centrifuge Cake	X	
WWTP Scum, Grit, Screenings	X	
Street Sweepings	X	
Vactor Material	X	

Authorized waste import volume from Washtenaw County (pursuant to County Solid Waste Management Plan)

N/A tons, or
 _____ gate cu. yds.

APPENDIX B: COST PROPOSAL FORMS

3: PROPOSED RATE SCHEDULES

The proposed rates shall include all state and local fees unless otherwise noted.

3a: TRANSFER STATION OPERATING AND MAINTENANCE, TRANSPORT AND DISPOSAL SERVICES

1) Below rate schedule applies to City of Ann Arbor tonnage (residential and commercial) and tonnage from University of Michigan. Contractor will set rates for any 3rd party tonnage delivered to facility (other than from the University).

2) Specify State Surcharge Fee: \$ 0.00 per ton

(State Surcharge Fee will be added to Disposal rate; City to pay actual value of State Surcharge Fee during the term of the contract.)

Contract Year	Year Ending	Transfer Station Operation (\$/ton)	Transport (\$/ton)	Disposal (\$/ton)	Total (\$/ton)
1	6/30/2018	\$7.45	\$8.00	\$10.00	\$25.45
2	6/30/2019	\$7.56	\$8.12	\$10.20	\$25.88
3	6/30/2020	\$7.68	\$8.24	\$10.40	\$26.32
4	6/30/2021	\$7.79	\$8.37	\$10.60	\$26.76
5	6/30/2022	\$7.91	\$8.49	\$10.81	\$27.21
6	6/30/2023	\$8.03	\$8.62	\$11.02	\$27.67
7	6/30/2024	\$8.15	\$8.75	\$11.24	\$28.14
8	6/30/2025	\$8.27	\$8.88	\$11.46	\$28.61
9	6/30/2026	\$8.39	\$9.01	\$11.69	\$29.09
10	6/30/2027	\$8.52	\$9.15	\$11.92	\$29.59
11	6/30/2028	\$8.65	\$9.28	\$12.16	\$30.09
12	6/30/2029	\$8.78	\$9.42	\$12.40	\$30.60
13	6/30/2030	\$8.91	\$9.56	\$12.65	\$31.12
14	6/30/2031	\$9.04	\$9.71	\$12.90	\$31.65
15	6/30/2032	\$9.18	\$9.85	\$13.16	\$32.19

3) Specify 3rd Party Waste Credit: \$2.30 /ton

3rd Party Waste Credit will be deducted from charges due by the City to the Contractor for all 3rd Party tons (including the University of Michigan). Amount of credit to be not less than \$2.30/ton.

APPENDIX B: COST PROPOSAL FORMS

3b: TRANSFER STATION OPERATING AND MAINTENANCE, TRANSPORT AND DISPOSAL SERVICES (cont'd.)

1) Daily rate below is for operation of Transfer Station (7:00 a.m. - 4:30 p.m.) on additional Saturdays (other than holiday weeks) at the request of the City.

Contract Year	Year Ending	Daily Rate (\$/day)
1	6/30/2018	\$2,100.00
2	6/30/2019	\$2,131.50
3	6/30/2020	\$2,163.47
4	6/30/2021	\$2,195.92
5	6/30/2022	\$2,228.86
6	6/30/2023	\$2,262.30
7	6/30/2024	\$2,296.23
8	6/30/2025	\$2,330.67
9	6/30/2026	\$2,365.63
10	6/30/2027	\$2,401.12
11	6/30/2028	\$2,437.14
12	6/30/2029	\$2,473.69
13	6/30/2030	\$2,510.80
14	6/30/2031	\$2,548.46
15	6/30/2032	\$2,586.69

APPENDIX B: COST PROPOSAL FORMS

3c: GLASS AGGREGATE FOR BENEFICIAL USE

(Alternative Daily Cover or Construction Aggregate)

- 1) Specify fixed unit payment by Contractor to City for glass aggregate delivered by City.
- 2) If payment is to be made by the City to Contractor for glass aggregate, indicate a negative amount.

Contract Year	Year Ending	Payment to City (\$/ton)
1	6/30/2018	\$1.50
2	6/30/2019	\$1.50
3	6/30/2020	\$1.50
4	6/30/2021	\$1.50
5	6/30/2022	\$1.50
6	6/30/2023	\$1.50
7	6/30/2024	\$1.50
8	6/30/2025	\$1.50
9	6/30/2026	\$1.50
10	6/30/2027	\$1.50
11	6/30/2028	\$1.50
12	6/30/2029	\$1.50
13	6/30/2030	\$1.50
14	6/30/2031	\$1.50
15	6/30/2032	\$1.50

APPENDIX B: COST PROPOSAL FORMS

3d: WWTP DEWATERED CENTRIFUGE CAKE TRANSPORT AND DISPOSAL SERVICES

1) Specify fixed unit cost for transport and disposal of dewatered centrifuge cake in vehicles provided by the contractor. Pick-ups will be scheduled on an as-needed basis. Pick-ups requested by 1:00 PM will be completed the following day.

2) Specify State Surcharge Fee: \$ 0.00 per ton

(State Surcharge Fee will be added to Disposal rate; City to pay actual value of State Surcharge Fee during the term of the contract.)

Contract Year	Year Ending	Transport (\$/ton)	Disposal (\$/ton)	Total (\$/ton)	Demurrage (\$/hour)
1	6/30/2018	\$9.30	\$7.00	\$16.30	\$100.00
2	6/30/2019	\$9.44	\$7.14	\$16.58	\$101.50
3	6/30/2020	\$9.58	\$7.28	\$16.86	\$103.02
4	6/30/2021	\$9.72	\$7.42	\$17.14	\$104.57
5	6/30/2022	\$9.87	\$7.56	\$17.43	\$106.14
6	6/30/2023	\$10.02	\$7.71	\$17.73	\$107.73
7	6/30/2024	\$10.17	\$7.86	\$18.03	\$109.34
8	6/30/2025	\$10.32	\$8.01	\$18.33	\$110.98
9	6/30/2026	\$10.48	\$8.17	\$18.65	\$112.65
10	6/30/2027	\$10.63	\$8.33	\$18.96	\$114.34
11	6/30/2028	\$10.79	\$8.50	\$19.29	\$116.05
12	6/30/2029	\$10.95	\$8.67	\$19.62	\$117.79
13	6/30/2030	\$11.12	\$8.84	\$19.96	\$119.56
14	6/30/2031	\$11.29	\$9.01	\$20.30	\$121.36
15	6/30/2032	\$11.46	\$9.19	\$20.65	\$123.18

3) Off-Hours Hauling Premium (5:00 PM to 4:00 AM Monday-Friday):

1. Premium Increase Transport Cost for Off-Hours Hauling: \$ 11.00 per ton

4) Contractor's Vehicle Information:

1. Size / capacity of proposed hauling vehicle: **65 C.Y.**

2. Number of vehicles to be used for hauling daily - **4**

Demurrage claims will be valid after 30 minutes of wait time caused by City (i.e., delay in receiving Contractor's vehicles or interruption of truck loading once started).

APPENDIX B: COST PROPOSAL FORMS

3e: WWTP MATERIALS (ROLL-OFF AND DUMPSTER SERVICE)

1) Specify fixed unit cost for transport and disposal of scum, grit, and screenings in 10-yard lined roll-off containers provided by the contractor. Pick-ups will be scheduled on an as-needed basis. Pick-ups requested by 1:00 PM will be completed the following business day.

2) Specify fixed unit cost for bi-weekly (every other week) collection, transport and disposal of general refuse in 8-yard dumpster.

3) All rates in this schedule are **inclusive** of any state surcharge fees.

Contract Year	Year Ending	Scum (\$/pull)	Grit (\$/pull)	Screenings (\$/pull)	Refuse (\$/month)
1	6/30/2018	\$170.00	\$170.00	\$170.00	\$50.00
2	6/30/2019	\$173.40	\$173.40	\$173.40	\$51.00
3	6/30/2020	\$176.80	\$176.80	\$176.80	\$52.00
4	6/30/2021	\$180.20	\$180.20	\$180.20	\$53.00
5	6/30/2022	\$183.60	\$183.60	\$183.60	\$54.00
6	6/30/2023	\$187.00	\$187.00	\$187.00	\$55.00
7	6/30/2024	\$190.40	\$190.40	\$190.40	\$56.00
8	6/30/2025	\$193.80	\$193.80	\$193.80	\$57.00
9	6/30/2026	\$197.20	\$197.20	\$197.20	\$58.00
10	6/30/2027	\$200.60	\$200.60	\$200.60	\$59.00
11	6/30/2028	\$204.00	\$204.00	\$204.00	\$60.00
12	6/30/2029	\$207.40	\$207.40	\$207.40	\$61.00
13	6/30/2030	\$211.40	\$211.40	\$211.40	\$62.00
14	6/30/2031	\$215.00	\$215.00	\$215.00	\$63.00
15	6/30/2032	\$219.40	\$219.40	\$219.40	\$64.00

APPENDIX B: COST PROPOSAL FORMS

3f: STREET SWEEPINGS DISPOSAL SERVICES

1) Specify fixed unit cost for disposal of street sweepings.

2) Specify State Surcharge Fee: \$ 0.00 per ton

(State Surcharge Fee will be added to Disposal rate; City to pay actual value of State Surcharge Fee during the term of the contract.)

Contract Year	Year Ending	Disposal (\$/ton)
1	6/30/2018	\$9.00
2	6/30/2019	\$9.18
3	6/30/2020	\$9.36
4	6/30/2021	\$9.54
5	6/30/2022	\$9.73
6	6/30/2023	\$9.92
7	6/30/2024	\$10.12
8	6/30/2025	\$10.32
9	6/30/2026	\$10.52
10	6/30/2027	\$10.73
11	6/30/2028	\$10.94
12	6/30/2029	\$11.16
13	6/30/2030	\$11.38
14	6/30/2031	\$11.60
15	6/30/2032	\$11.83

APPENDIX 8: COST PROPOSAL FORMS

3g: VACTOR/SOIL MATERIAL DISPOSAL SERVICES

- 1) Specify fixed unit cost for disposal of vactor/soil materials.
- 2) Specify State Surcharge Fee: \$ 0.00 per ton

(State Surcharge Fee will be added to Disposal rate; City to pay actual value of State Surcharge Fee during the term of the contract.)

Contract Year	Year Ending	Disposal (\$/ton)
1	6/30/2018	\$7.00
2	6/30/2019	\$7.14
3	6/30/2020	\$7.28
4	6/30/2021	\$7.42
5	6/30/2022	\$7.56
6	6/30/2023	\$7.71
7	6/30/2024	\$7.86
8	6/30/2025	\$8.01
9	6/30/2026	\$8.17
10	6/30/2027	\$8.33
11	6/30/2028	\$8.50
12	6/30/2029	\$8.67
13	6/30/2030	\$8.84
14	6/30/2031	\$9.01
15	6/30/2032	\$9.19

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Contractor Pollution Liability Insurance with minimum limits per project and per occurrence of \$2,000,000. The City of Ann Arbor shall be an additional insured. The policy must provide Natural Resources Damages coverage either as part of the policy or by endorsement to the policy. A waste brokering endorsement must be provided.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.2, A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.