

**GENERAL SERVICES AGREEMENT BETWEEN  
WASTE MANAGEMENT OF MICHIGAN, INC.  
AND THE CITY OF ANN ARBOR  
FOR  
SHORT-TERM OPERATION OF ANN ARBOR MATERIALS RECOVERY FACILITY (MRF)  
AND WASTE TRANSFER STATION (TS)**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Waste Management of Michigan, Inc.  
("Contractor") a(n) Michigan Corporation  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)  
with its address at 48797 Alpha Drive, Suite 100, Wixom MI 48393 agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
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 Short-Term Operation of Ann Arbor Materials Recovery Facility (MRF) and Waste Transfer Station (TS).  
Project name

**II. DURATION**

This Agreement shall become effective upon execution by both parties, and shall remain in effect unless terminated as provided for in Article XII, provided that the City may not terminate this Agreement under Paragraph B of Article XII prior to January 28, 2017.

Unless terminated earlier by the City, this contract shall terminate on April 1, 2017, unless extended for an additional period or periods of by mutual agreement by both parties.

**III. SERVICES**

- A. The Contractor agrees to provide operation services  
type of service  
("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:

Proposal of Contractor, dated June 24, 2016, as modified, restated and attached as 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.

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.
- 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. 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.

## **VIII. 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.

## **IX. 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.

## **X. 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.

## **XI. 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.

## **XII. 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 shall pay for Services actually performed under the Agreement before the

termination date.

- C. 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.
- D. 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.

### **XIII. 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.

### **XIV. 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:

Waste Management  
Attn: Denise J. Gretz  
President  
48797 Alpha Drive, Suite 100  
Wixom, Michigan 48393

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

## **XV. 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.

## **XVI. 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.

## **XVII. 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.



**XVIII. 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.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its:

**FOR THE CITY OF ANN ARBOR  
FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

By \_\_\_\_\_  
Howard S. Lazarus, City Administrator

By \_\_\_\_\_  
Craig A. Hupy, P.E.,  
Public Services Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

## EXHIBIT A SCOPE OF SERVICES

### Summary of Services:

Waste Management of Michigan, Inc. (WMM) shall provide the CITY with certain services in order to operate the CITY'S Solid Waste Transfer Station ("**Transfer Station**") as well as providing a trans load operation of recyclables from the CITY'S Materials Recovery Facility ("**MRF**"), both of which are located at 4150 Platt Road, Ann Arbor, Michigan (together, the "**Property**") all of the same to provide for loading and transportation of municipal solid waste to a designated disposal facility and the baling, loading, transportation to and processing of recyclable materials at an appropriate processing facility.

Upon 30 days written notice from the CITY, WMM will provide: i) baling, loading, transportation to WMM's MRF and recycling processing services for all CITY recyclables delivered to the Property ii) loading and transportation to WMM's Woodland Meadows Landfill for all CITY waste, both for direct haul solid waste as well as solid waste processed at the Property, as detailed below.

- A. **RECYCLING SERVICES:** The services listed below shall commence upon receipt of written notice from the CITY:
1. WMM will, following mobilization, clean out and stabilize the MRF and associated equipment, and operate the Property to receive and bale approximately 1,000 tons/month of single-stream recyclables delivered by CITY. WMM will also, at no cost to and no interference with its CITY obligations, bale, load, transport and process recyclables delivered by or on behalf of WMM to the Property.
  2. WMM will bale and load all recyclables received by WMM at the Property onto transfer trailers provided by WMM (or a third party to WMM), for transport and processing at a Waste Management owned and operated Single-Stream Processing Facility ("**WMM MRF**") or other mutually agreed upon processing facility.
  3. WMM will market all commodities processed at either the Property or the WMM MRF, and WMM shall properly dispose of all reject materials ("**Rejects**").
  4. On an emergency basis at and following the onset of the Agreement and periodically throughout its term with the acknowledgement of CITY the material may be redirected from the MRF to the Transfer Station and handled as described in Item B below, only when necessary due to circumstances beyond control of the CITY and WMM.
  5. WMM will, within 120 days of commencement of services pursuant to this Section, provide CITY with a written MRF Evaluation Report that includes a condition assessment and evaluation of the MRF and associated equipment, including an estimated cost to recondition/replace/repair the MRF and associated equipment in order to again operate and process recyclables at the MRF.
  6. WMM will use subcontract services as deemed necessary by WMM.

B. MUNICIPAL SOLID WASTE (MSW) SERVICES: The services listed below shall commence upon receipt of written notice from the CITY:

1. WMM will, following mobilization, operate the Property to receive up to 6,000 tons/month of municipal solid waste collected from CITY. On an emergency basis at the onset of the Agreement and periodically throughout the term, the quantity may increase to include some or all of the material from Item A above.
2. Incoming material will be loaded by WMM into transfer trailers provided by WMM (or a third party to WMM). WMM will provide all required switching services.
3. WMM will transport the loaded transfer trailers to the WMM Woodland Meadows Landfill for disposal pursuant to an existing agreement between WMM and CITY.
4. Yard waste will not be received by WMM at the Property.
5. WMM will use subcontract services as deemed necessary by WMM.

C. CITY OBLIGATIONS

1. CITY will continue to direct all recyclable materials collected from the CITY to the Property unless an alternative site is mutually agreed to by both parties.
2. Notwithstanding anything in this Agreement to the contrary, CITY will continue to direct all municipal solid waste collected from CITY to the Property or directly to the Woodland Meadows Landfill.
3. CITY will be responsible for operating the scale and ticketing facilities at the Property.

D. EXCLUDED WMM OBLIGATIONS

1. Costs associated with the CITY Landfill and Compost Center.
2. Costs associated with maintenance/security of grounds, buildings and equipment.
3. Real estate taxes and assessments.

E. OTHER TERMS AND CONDITIONS

1. Equipment to be provided by WMM: See Exhibit A-1.
2. Equipment to be provided by CITY: See Exhibit A-1.
3. Staffing to be provided by WMM: See Exhibit A-2.
4. Staffing to be provided by CITY: See Exhibit A-2.
5. Other CITY Responsibilities: See Exhibit A-3.

6. MRF Building and Transfer Station Building Improvements to be made by CITY, as deemed necessary by WMM in order to complete its obligation under this Agreement as approved by CITY..
7. WMM will provide all required personnel to perform the services set forth in the Agreement.
8. WMM shall have use of the Property outside of the MRF and Transfer Station, for accessory uses (parking, storage, ingress/egress, etc.).

## EXHIBIT A-1

### Equipment to be provided by WMM:

- Transfer Trucks and Trailers
- Switcher
- Scale house software program (Fastlane) and point of sale register
- Roll-off trucks and containers as required

### Equipment to be provided by CITY:

- Scale
- One John Deer model 544k (year 2013) serial number 1 DW544KHEDE651 739 Loader
- Two Clark Model CL C30 (year 2014) Hi-lows
- One Volvo Loader Model L70F (year 2011) serial number 26084
- Excavator
- Fiber sorting conveyer system
- Container sorting conveyer system
- Baler feed conveyer
- Baler and wire strapper
- Bale wire
- Fuel storage facilities

## EXHIBIT A-2

### **Staffing provided by WMM:**

- Operators/supervisor
- Mechanic

### **Staffing provided by CITY:**

- Scale attendant
- Grounds/building maintenance/security staff

## EXHIBIT A-3

### **Other CITY Responsibilities:**

- Utilities
- Equipment and building maintenance/security
- Property and ground maintenance
- Janitorial and housekeeping
- Lawn mowing/snow removal
- Storm water management

### **Hours of Operation:**

- 7:00 A.M. – 4:30 P.M., Monday – Friday
- 7:00 A.M. – 11:30 A.M., Saturday
- Note: hours may be changed or modified upon mutual agreement of the parties

## **EXHIBIT B COMPENSATION**

### **General**

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses and government mandated taxes, fees and surcharges (if applicable), in accordance with the terms and conditions herein. The Contractor charges shall be increased each July 1 during the term hereof in proportion to any increase in the CPI for the twelve (12) months ending one month prior to the Anniversary Date. In the event the CPI is no longer viable or no longer reflective of consumer prices in Customer's geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual consent of the Parties. "CPI" means the Consumer Price Index for all Urban Consumers – U.S. City Average – Water & Sewer and Trash Collection Services, as published by the U.S. Department of Labor.

The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

### **Recycling:**

#### **1. CITY CHARGES**

The CITY will pay WMM \$125.00/ton (the "Base Charge") for each ton delivered for WMM's baling, loading, transportation and processing of CITY recyclables at the Property and the WMM MRF, subject to a fuel adjustment based upon the fuel adjustment index set forth at [https://www.wm.com/documents/pdfs\\_for\\_FEC/CollectionFST.pdf](https://www.wm.com/documents/pdfs_for_FEC/CollectionFST.pdf)

#### **2. CITY CREDIT**

Where the Blended Value (as calculated below) is \$125.00 or less, WMM will credit the CITY the full amount of the Blended Value. Where the Blended Value is greater than \$125.00, WMM will credit the CITY \$125.00 plus sixty percent (60%) of the Blended Value over \$125.00.

#### **3. BLENDED VALUE**

To calculate the Blended Value per ton of the recyclables,

- (a) The percentage of each component set forth below contained in the delivered materials as established and revised from time-to-time by composition audits, is multiplied by current value of each component set forth below; and
- (b) Each component value per ton is added together to obtain the Blended Value per ton.
- (c) The CITY acknowledges that the value of a component may be negative.

Blended Value is calculated monthly.

The percentage of each commodity component will be determined by a full system audit to be performed within 60 days of commencement of the agreement, additional audits of up to 2 per rolling 12 months can be performed at the request of the supplier or processor.

"PPW" means the price issued by *RISI PPI Pulp & Paper Week* (or any successor publication) for the Midwest Region, Domestic Price, 1st issue of the month, retroactive to the first of the month.



“SMP” means the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), (or any successor publication) for the Chicago (Midwest/Central) Region, first dated price each month, retroactive to the first of the month.

If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then WMM may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. The City’s consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.

“Actual Value” means the average price paid to or charged the processing facility during the month of delivery of the recyclables minus any freight, customs charges, duties, or other charges paid to third parties for such sales.

“T & D” means the average actual cost of transportation and disposal of non-recyclables per ton in the month of delivery.

<b>Material Component</b>	<b>Commodity Value</b>
Paper including newspapers, magazines and inserts	PPW High Price for #2 Mixed Paper
Cardboard	PPW High Price for OCC #11
Aluminum beverage cans	SMP Low Price for Aluminum Cans (Sorted, Baled, ¢/lb., picked up)
Steel/Tin	SMP Low Price for Steel Cans (Sorted, Baled, \$/Ton picked up)
Plastic #1	SMP Average Price for PET (baled, ¢/lb. picked up)
Plastic #2 Natural	SMP Average Price for Natural HDPE (baled, ¢/lb. picked up)
Plastic #2 Colored	SMP Average Price for Colored HDPE (baled, ¢/lb. picked up)
#3-#7 Plastics	SMP Average Price for Comingled Plastics (#3-7 baled, ¢/lb. picked up)
Rigid Plastics	Actual Value
Glass	Actual Value
Residue	T and D

By way of example:

GRADES	Composition per ton	Value per ton	Total Revenue per ton
Paper including newspapers, magazines and inserts	57.1%	\$70.00	\$39.97
Cardboard and other brown papers	14.9%	\$110.00	\$16.39
Aluminum beverage cans	0.20%	\$1,140.00	\$2.28
Steel/Tin	1.90%	\$140.00	\$2.66
Plastic #1	2.10%	\$200.00	\$4.20
Plastic #2 Natural	0.90%	\$640.00	\$5.76
Plastic #2 Colored	1.00%	\$30.00	\$0.30
#3-#7 Plastics	2.90%	\$5.00	\$0.15
Rigid Plastics	2.00%	\$6.00	\$0.12
Glass	7.40%	\$(22.00)	\$(1.63)
Residue	9.60%	\$(45.51)	\$(4.37)
<b>Blended Value per Ton</b>	<b>100.0%</b>		<b>\$65.83</b>

In this Blended Value example CITY would receive a credit equal to the blended value of \$65.83 per ton. The net charge to City per ton would be \$59.17 per ton ( $\$125.00 - \$65.83 = \$59.17$ ).

If the Blended Value was \$126.00 per ton, City would receive a payment of \$0.60 per ton ( $\$126.00 - \$125.00 = \$1.00 \times 60\% = \$0.60$ ).

**Solid Waste:**

- \$9.00/ton shall be paid by the CITY for transportation of CITY waste from the Property to Woodland Meadows Landfill, subject to a fuel adjustment clause (based upon fuel adjustment index set forth on WMI website).
- \$75,000/month shall be paid by the CITY for WMM operation of the Property (e.g., loading and compacting of MSW and recyclables and incidental items related thereto).

**MRF Evaluation Report:**

- \$10,000.00 within 30 days of invoice and delivery of report to CITY.

**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. 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 and A.3 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.