

**FIRST AMENDED AND RESTATED  
GENERAL SERVICES AGREEMENT  
BETWEEN  
RECYCLE ANN ARBOR  
AND  
THE CITY OF ANN ARBOR  
FOR  
OPERATION OF DROP-OFF STATION**

This First Amended and Restated Agreement (“Agreement”) is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 (“City”) and Recycle Ann Arbor, a Michigan non-profit corporation, with its address at P.O. Box 7180, Ann Arbor, Michigan 48107-7180 (“Contractor”) for operation of the City of Ann Arbor’s Drop-Off Station. City and Contractor are referred to collectively herein as the “Parties.”

Pursuant to Article XVIII thereof, the Parties desire to amend and restate their General Services Agreement dated September 9, 2018. This Agreement has been amended to address compensation to the Contractor and changes to the Scope of Services. The Parties hereby agree as follows:

**I. DEFINITIONS**

“Administering Service Area/Unit” means Public Services Area.

“Contract Administrator” means Public Services Area Administrator, 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 operation of the City of Ann Arbor’s Drop-Off Station (“DOS”).

**II. DURATION**

This Agreement shall commence on January 1, 2023, and will be completed by December 31, 2024, unless terminated earlier as provided for in Article XII. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

**III. SERVICES**

- A. The Contractor agrees to provide all services necessary to perform the operation of the City of Ann Arbor Drop-Off Station (“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 Exhibit A. Changes may be made to the quantities of service within the general scope of the Agreement at any time by written mutual agreement of the Parties.

- B. 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- C. 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 professional or when it 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**

Beginning on January 1, 2023, the City will pay to the Contractor \$5,000.00 per month for the term of this Agreement. The City will pay to the Contractor an initial lump sum payment of \$25,000.00 for Services provided by the Contractor for the five (5) month period from January 1, 2023, through May 31, 2023, within 30 days after City's receipt of an invoice. Thereafter, the City will pay the Contractor \$5,000.00 each month within 30 days after the City's receipt of an invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement the insurance policies set forth in Exhibit B. The Contractor shall provide to the City, before the commencement of any work under this Agreement, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit B. 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**

Under this Agreement, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Agreement and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

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 Agreement.

## **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 bid was made in good faith, it arrived at the costs of its bid 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 bid for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of the actual authority to sign.

## **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 will notify the Contractor of any defects in the Project area and Services of which the Contract Administrator has actual notice.
- C. Except in emergency circumstances, the City will notify the Contractor at least twenty-four (24) hours in advance of any inspection or other visit to the Project area by third parties, provided that the City was notified by the third party at least 48 hours before the inspection or other visit. If the City is notified less than 48 hours before the inspection or visit, the City will notify Contractor immediately upon its receipt of notice. The City shall have access to the Project area/premises at all reasonable times and without prior notice to the Contractor.
- D. The City agrees to provide dust control measures and to grade aggregate/stone to maintain the drive path within the Project area up to three (3) times per year (during the Spring, Summer, and Fall).

## **XI. ASSIGNMENT**

- A. 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 may terminate this Agreement, on at least sixty (60) 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.
- 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 sixty (60) 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.
- E. If any structure in the Project area is deemed by the City to be structurally insufficient or hazardous, then, notwithstanding any other provision of this Agreement, the City may direct Contractor to cease all operations immediately, without prior notice provided to the Contractor. City may consult with Contractor as to the feasibility of resuming some level of operation. If City determines that some level of operation is safe and feasible, Contractor shall (1) comply with the City's resulting directives; (2) remove all recyclables, waste, containers, and any other items identified by the City that are inconsistent with the City's level of operation, if any, from within the building, trailer, and the grounds within 90 days of receipt of notice; and (3) be liable for all costs related to disposal of any materials left on-site in breach of this provision. If City determines operations are still not safe or feasible after discussion with Contractor, then City will terminate the Agreement immediately, without prior notice provided to the Contractor.
- F. In the event of termination, Contractor shall remove all recyclables, waste, containers, and Contractor-owned heavy equipment such as loaders, hi-lows, cars, or trucks from the premises within ninety (90) days after termination of this 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 affect 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:

Bryan Ukena  
CEO  
Recycle Ann Arbor  
P.O. Box 7180  
Ann Arbor, Michigan 48107-7180

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

City of Ann Arbor  
Public Services Area Administrator  
301 East Huron Street  
Ann Arbor, Michigan 48104

With a copy to:  
The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 3rd Floor  
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 Exhibits A and B, 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.

## **XIX. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

## **XX. EFFECTIVE DATE**



This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR CONTRACTOR:  
Recycle Ann Arbor**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR:**

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

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

Date: \_\_\_\_\_

**Approved as to substance:**

\_\_\_\_\_  
Milton Dohoney Jr., City Administrator

\_\_\_\_\_  
Brian Steglitz,  
Public Services Area Administrator

**Approved as to form and content:**

\_\_\_\_\_  
Atleen Kaur, City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

Contractor shall hereby provide all services, labor, and materials necessary to operate the City of Ann Arbor's Drop-Off Station ("DOS"), which includes:

### **Materials of Acceptance**

Contractor shall accept at the DOS all materials listed in the *List of Accepted Materials* below. Contractor may determine, establish, and collect any fees necessary for each such material. Notwithstanding the foregoing, Contractor may not accept regulated hazardous waste at the DOS.

### **City-Owned Facility**

Contractor may occupy the DOS for purposes of performing this Agreement. Contractor shall repair and maintain City-owned buildings and other property located at the DOS, but shall not be responsible for normal wear and tear or damage due to uncontrollable circumstances, which circumstances include the building's settlement due to its construction over a closed landfill. Such repair and maintenance shall be done on as timely a basis as possible.

City will conduct semi-annual inspections to determine repair and maintenance needs due to uncontrollable circumstances. Any reports of such inspections will be forwarded to the Contractor. The City may decline to repair the DOS and has the right to close the DOS at any time. In non-emergency situations, the City will provide the Contractor 30 days' notice of closure of the DOS. In emergency situations, the City may close the DOS without notice.

Contractor may not occupy the DOS office or bathroom. The City has leased a trailer with office space and a bathroom on site for use by the Contractor. The City shall be responsible for the trailer maintenance and upkeep of the trailer. The Contractor shall be responsible for charges for utility services to the trailer, and any repairs necessary due to damage caused by the Contractor.

### **Tracking**

Contractor shall track all outgoing material weights or item quantities and provide this information in a formal Report to the City's Contract Specialist and Resource Recovery Manager once per year in Microsoft Excel and/or Word file format (via email). Contractor shall indicate the unit measure (e.g., Each; Cubic Yard [CY]; Ton; etc.) for each item. The Report shall be submitted to the City by February 15th and the reporting period shall cover all activity for the preceding calendar year (January 1st to December 31st). Contractor shall conduct a survey once per calendar year, over a one-week period, to determine origination Cities of the Users. Contractor shall track, and provide the City with, the above information.

The Contractor is to provide ultimate disposal destinations for all Materials of Acceptance, once per year. The initial destinations are as follows:

- *City of Ann Arbor Materials Recovery Facility* - paper and cardboard products
- *Great Lakes Electronics, Padnos, Human-I-T* – Electronic Waste Processing
- *WeCare Organics* - composting services of the yard waste and clean wood
- *OmniSource* - bulk metal recycling
- *City of Ann Arbor Transfer Station* – landfill trash and bulky waste

- *City of Ann Arbor Materials Recovery Facility - Single Stream Recycling*
- *Stoddards - Automotive Oil recycling*
- *BioEnergy - Vegetable Oil recycling*

### **Maintenance of Tip Walls**

Contractor shall be responsible for normal wear and tear of the tip wall (e.g., worn areas, divots, and potholes from heavy equipment such as loaders, hi-lows, cars or trucks). Notwithstanding the foregoing, Contractor shall not be responsible for damage resulting from the shifting of the tip walls' foundation because of its construction on an old landfill.

### **Condition of Premises at Time of Agreement**

The building and entrance road on the premises are available for Contractor's use "as is." Contractor acknowledges that it has examined the premises, including the building and entrance road and that no representations as to its condition have been made by the City or any of its agents. Contractor accepts the premises in its present condition as of the date of the execution of this Agreement. City will continue to provide semi-annual structural inspections on the structural frame of the pole-barn building and any reports of such inspections will be forwarded to the Contractor.

### **Litter Control**

Contractor shall operate the DOS in a manner that limits generation and accumulation of litter, recyclables, trash or any item collected by Contractor, which may not be stored on-site, unless it is within a properly approved container. Contractor shall take all steps necessary to collect and dispose of litter generated at the DOS.

### **Storage of Materials**

At the end of each workday, Contractor shall maintain all materials as required under local, state, and federal laws.

### **Speculative Accumulation**

Contractor may not accumulate material speculatively.

### **Storage of Containers**

Empty containers and vehicles may be stored on-site, if they will be actively used on-site for the collection of generated materials. Vehicles must be registered and in running condition and may not be used for storage.

### **MDEQ Reporting Requirements**

Contractor shall keep records as required by MDEQ. Contractor shall not collect in excess of 200 cubic yards of non-compacted solid waste per day, as required by the MDEQ for this type of facility. The City may check these records upon request.

Contractor must keep active the Waste Data System (WDS) ID number 425051 Site ID Number MIG000058618. Site Identification Numbers are assigned to the property and do not move to a new location if the business changes locations.

### **General Public**

The DOS is and shall remain open to the public. Contractor shall accept all materials listed on the *List of Acceptable Materials* below. Any revisions to the *List of Acceptable Materials* require notification to the City with a minimum of one week advanced notice.

### **Materials Equipment Labor**

Contractor shall, at its sole cost and expense, provide and furnish all materials, equipment, and labor necessary for operating the DOS, except as outlined in this Agreement.

### **Overall Responsibilities**

Contractor shall, at its sole cost and expense, provide all management, supervision, personnel, materials, equipment, services, and supplies necessary to operate the DOS. Contractor shall, at its sole cost and expense, dispose and/or market all materials brought to the DOS, except as outlined in this Agreement.

### **Operating Hours**

Contractor shall keep the DOS open to the public at least twenty-eight (28) hours per week. Contractor shall operate the DOS at regular, predictable hours at the Contractor's discretion, including one weekend day per week (Saturday or Sunday). Any changes in operating days or hours shall be communicated to the general public and City at least four (4) weeks prior to any changes; including any seasonal changes in operating days or hours.

In the event of unpredictable and extreme weather conditions, including, but not limited to, major rain/snow events, high winds, lightning, or extreme wind chills or temperatures, the Contractor may cease operation of and close the DOS, in which case Contractor shall notify the City in writing (including e-mail) immediately.

### **Miscellaneous**

Contractor is aware that the DOS has ongoing structural-settlement issues due to its construction on a closed landfill. As of the date of execution of this Agreement, City believes that the DOS building is currently structurally sufficient.

City plans to close and demolish the current DOS once the City has built a new DOS facility, an event expected within the next one-and-a-half years.

## **LIST OF ACCEPTABLE MATERIALS**

### **Single Stream Recyclable Materials**

- **Paper/Fiber**
  - Uncoated white office paper
  - Printing, writing, and colored paper
  - Newspaper, magazines, phone books, and junk mail
  - Paperboard, tissue boxes, paper towel/tissue/toilet paper rolls
  - (OCC) Cardboard
  - Brown or kraft paper
  - Paper boxes/cartons
  - Clean pizza boxes
  - Soft cover books (limited quantities)
- **Plastics**
  - Empty PET #1, HDPE #2, Polypropylene (PP) #5 plastic bottles, jugs, jars, and containers
- **Mixed Metals & Scrap/White Goods**
  - Beverage and product containers - aluminum, tin, and steel
  - Scrap Metals
    - Ferrous (magnetized)
      - Iron
      - Steel
    - Non-Ferrous
      - Aluminum, aluminum alloys, copper, brass, gold, nickel, silver, tin, lead, and zinc
  - White Goods
    - Ranges, water heaters, freezers, washing machines, dishwashers, clothes dryers, and other similar domestic and commercial large appliances
    - Lawnmowers, snowblowers, rototillers, weed whips, pressure washers, blowers (fluids, batteries and tires removed)
    - Other household appliances/other items with a majority of contents metal
- **Glass**
  - Beverage and product containers - bottles, jars, and containers of any color

### **Bulky Items**

- **C&D**
  - Construction and Demolition waste from home/business construction, repair and remodels. Including scrap wood, drywall, plywood, ceiling tiles, shingles, carpet, flooring, etc.
    - Household or kitchen waste, organics, toxics, paints, chemicals or liquids of any kind, asbestos containing material, or any other hazardous or special waste are prohibited.
- **Yard Waste**
  - No items longer than 6' in length; diameter of 12" or less
  - Stumps, root balls, sod, solid, dirt, sand rocks, gravel and other aggregates are prohibited

- **Clean Concrete**
  - Unpainted, unstained and free of large rebar
- **Unfinished Wood/Pallets**
  - Unpainted and non-glued pallets wood, dimensional lumber, etc.
- **Propane Tanks**
- **Polystyrene (Styrofoam)**
  - White, hard, breakable (open cell)

### **Automotive Items**

- **Passenger automobile/truck sized tires**
  - Semi-truck and/or agricultural sized tires are prohibited
- **Batteries**
- **Motor oil and transmission fluid** (limited quantities)
- **Motor oil filters** (limited quantities)

### **Special Items**

- **Electronics**
  - Televisions, monitors, printers, microwaves, mixed electronics
- **Film Plastics**
  - Plastic films labeled HDPE #2 or LDPE #4
  - Ice bags
  - Wood pellet bags
  - Salt bags
  - Cereal box liners
  - Pallet wrap and stretch film
  - Grocery bags
  - Bread bags
  - Case overwrap
  - Dry cleaning bags
  - Newspaper sleeves
  - Ziploc and other resealable food storage bags
  - Produce bags
  - Air pillows
  - Bubble wrap
  - Plastic shipping envelopes
    - Foil-lined envelopes may not be accepted based on vendor feedback
  - Electronic wrap
- **Fluorescent bulbs**
- **Freon appliances**
  - Refrigerators, air conditioners, dehumidifiers
- **Secure document shredding**

- **Secure hard drive shredding**
- **Textiles** (limit 3 bags per visit)
- **Vegetable oil**
  - Must be liquid and pourable
- **Tennis Balls**
  - For reuse, must be whole and intact

The City and Contractor share a preference for end markets (preferably local or regional) that keep materials and products for a use and reuse as high on the hierarchy (Reduce, Reuse, Recycle, Compost) as possible and in the useful raw material and product loop as long as possible. Contractor shall make an effort to locate circularly viable markets and establish long-term agreements with vendors for all recyclable materials accepted at the DOS. Circularly viable means that the material being recycled is turned into another durable good for reuse.

If the Contractor determines there is no circularly viable market for a particular recyclable material, or that the market has become economically infeasible, Contractor shall give written notice to the City as soon as commercially practicable. Said notice shall include information demonstrating the effort Contractor made to find markets and sell the recyclable(s), and the financial information justifying the conclusion that the market is economically infeasible. Economically infeasible consists of one or more of the following situations: (1) the Contractor is unable to find a circularly viable market and therefore has nowhere to sell the recyclable material after making a good faith attempt to locate a market; (2) the Contractor incurs an unreasonable expense to dispose of the recyclable material for recycling processing or to market it; or (3) there is insufficient room at the DOS to store the recyclable material because there is uncertainty of when a circularly viable market will return. Upon receipt of said notice, the City shall have thirty (30) days to respond. During this period Contractor shall continue to accept the particular recyclable material. If City finds a circularly viable market for the particular recyclable material and Contractor agrees (e.g. the circularly viable market is not contrary to Contractor's mission), then Contractor shall continue to accept that particular recyclable material. If City does not find a circularly viable market for the particular recyclable material within thirty (30) days, then Contractor shall still accept the item as waste for disposal but must make clear to the public that the item is no longer being accepted for recycling. City will also take steps to make clear to the public that the item is no longer being accepted for recycling. If Contractor desires to cease acceptance of said material completely, it may do so with mutual agreement from the City until a circularly viable market is identified and available to accept the material.



**EXHIBIT B  
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- 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.
- B. For occurrences or casualty arising out of the Services of the Contractor and/or Contractor's officers, directors, employees, agents, invitees or licensees, the 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 and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.