

**GENERAL SERVICES AGREEMENT BETWEEN  
WASTE MANAGEMENT OF MICHIGAN, INC.  
AND THE CITY OF ANN ARBOR  
FOR INTERIM OPERATIONS OF ANN ARBOR MATERIAL RECOVERY FACILITY (MRF)**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Waste Management of Michigan Inc. ("Contractor") a(n) Michigan, Corporation with its address at 48797 Alpha Drive, Suite 100, Wixom MI 48393 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 Public Services Area.

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

Deliverables means the Services (as defined in Section III.A) delivered to City by Contractor under this Agreement.

Project means Interim Operation of Ann Arbor Material Recovery Facility (MRF).

**II. DURATION**

This Agreement shall become effective on July 1, 2017, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XII.

This contract shall terminate on June 30, 2018. With notice to the Contractor of at least sixty (60) days, the City may extend this Agreement in 6-month increments until June 30, 2019, and subject to the availability of funding.

**III. SERVICES**

- A. The Contractor agrees to provide Operation Service ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. 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 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.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, 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 work performed (e.g. tasks performed/hours allocated) 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 \$999,600.00, based on \$132.00/ton for hauling and processing, 1200 tons of material per month, and a fuel surcharge of \$8,200.00/month.

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. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. 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 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.
- B. Living Wage. 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.

**IX. 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 professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants 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.
- E. The Contractor warrants that its proposal for services 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. 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 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, including notices of breach for Contractor's failure to comply with its safety obligations, even if the Contractor has cured the prior breaches for which notice was given. The more frequent and/or serious the breaches are, the fewer the number of prior breaches that will be tolerated by the City before it exercises its right to terminate without an opportunity to cure the breach that triggers the termination.
- 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 VIII 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. Greutz  
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 48103

#### **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. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **XVII.CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **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.

**FOR CONTRACTOR**

By \_\_\_\_\_  
Denise J. Grentz, President

**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 Hupy  
Service Area Administrator

**Approved as to form and content**

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



## **EXHIBIT A SCOPE OF SERVICES**

### Background

In the early 1990s, the City of Ann Arbor's Material Recovery Facility (MRF) and Transfer Station was constructed. This single structure facility housed the City's recycle material processing operations, which was initially a dual stream program until 2010 when the City's program and the facility were changed to single-stream recycling. This building also housed the City's solid waste operation of transloading and transporting the City's solid waste material to be landfilled until 2006. At that time, a separate Transfer Station Facility was constructed south of the MRF building.

### A. Equipment

The City of Ann Arbor has contracted the operation of the City's MRF. The contractor is to provide all necessary labor, equipment, fuel, and materials to perform these operation services. The only exceptions are the staffing the scalehouse at the MRF, which will be staffed by City personnel, and the availability of the below listed City equipment at the site that may be utilized by the contractor:

#### Moveable Equipment

- One (1) John Deere model 544k (year 2013) serial number 1DW544KHEDE651 739 Loader
- Two (2) Clark Model CL C30 (year 2014) Hi-lows
- One (1) Volvo Loader Model L70F (year 2011) serial number 26084
- One (1) John Deere Excavator

#### Stationary Equipment

- Scale
- Fiber sorting conveyer system
- Container sorting conveyer system
- Baler feed conveyer
- Baler and wire strapper (note: does not include bale wire)
- Fuel storage facilities (note: does not include fuel)

Contractor is responsible for all repairs to the movable equipment listed above including reimbursement to the City for repairs or maintenance completed by City staff during the time of use. Repairs will be made by the City or its contractors at the City's sole discretion. The contractor must be prepared to provide and repair their own moveable equipment at the contractor's expense.

## B. Hours of Operation

The MRF is to be operated during the following hours:

- 7:00 A.M. – 4:30 P.M., Monday – Friday
  - 7:00 A.M. – 11:30 A.M., Saturday – optional on non-holiday weeks
- a. The MRF must be operational for a full workday on the Saturday following a City designated holiday. City designated holidays are Memorial Day, July 4, Labor Day, Thanksgiving and Christmas.
  - b. The scalehouse is open all day on Saturday of City designated holiday weeks. In addition, the scalehouse is open on Saturdays from 8-12 during non-holiday weeks April, May and June only.
  - c. All shipments entering and leaving the MRF must be during hours the scalehouse operator is in attendance.

## C. Grounds and Housekeeping

- a. The Contractor is responsible for securing the building when not in use.
- b. The Contractor is responsible for maintenance of the grounds, e.g. outside housekeeping as it is tied to operations, and snow removal.
- c. The City maintains the gates off of Platt and Ellsworth Roads. The City will complete snow removal on the access road only from Platt to Ellsworth Roads.
- d. The contractor shall have use of the MRF parking lot for parking and ingress/egress. Any outside storage of equipment, or recyclables will need to be preapproved by the City.
- e. The City will be responsible for the utilities, cleaning of the bathrooms at the MRF once a week, lawn mowing, storm water management.

## D. Operation of the City's MRF and recycling services, including:

- a. Receiving approximately 1,200 tons of single-stream recyclables per month, including glass, delivered by the City or its agents
- b. Baling, transporting, sorting and delivering recycle materials to market
  - i. Loading delivered material into transfer trailers supplied by the Contractor or their identified and approved sub-contractor; Circle 8.
  - ii. Due to the condition of the City's sorting equipment, the sorting and processing of the City-delivered recycle materials is to be performed at the contractor's facility.
- c. Marketing of all commodity materials, and disposing of all rejected material
- d. Disposing of all rejected material will be at the contractor's sole expense, including sharps, chemicals known and unknown that may be included with the recyclables or trash. The contractor is responsible for all material delivered.

- e. Providing bale wire for baler and fuel for all vehicles.

#### E. Capital Repairs

- a. Building repairs will be completed by the City at the City's cost and discretion.
- b. Any electrical, concrete or building damage by the contractor will be repaired at the contractor's sole expense.

#### F. Scalehouse Tracking Program

- a. The contractor will provide an on-line computerized scalehouse tracking program, for example, but not limited to *Fastlane, AMCS Scale House, AMCS Scale House Lite, Soft-Pak Scale Management* or other similar program that is compatible with a Toledo Scale, Model Jagextreme. Programs such as Microsoft Excel or Word may not be used for this purpose.
- b. The contractor must provide a computer, monitor, keyboard, mouse, printer, paper, and preprinted carbon copy paper manual weight tickets.
- c. The contractor shall be responsible for ensuring the necessary level of internet access required for their selected system to operate appropriately is in place. There is City provided guest wifi at the scalehouse, that is **not available** for this purpose.
- d. The scalehouse tracking program shall have the ability to store truck tare weights, run basic reports for any combination of vendor or material type, and track shipments via InBound/Outbound, truck numbers, destination of truck, type of material, origin of material, and truck routes. The City scalehouse attendant shall have access to the scalehouse program to make any and all changes. The vendor shall not have authority to make any changes to the scale records.
- e. The Offeror must provide two (2) sessions of on-site training for up to three (3) City of Ann Arbor employees. The Offeror shall provide technical support that shall be responsive via telephone and/or e-mail for questions which must be responded to within 1 business day.

#### G. Performance and Accountability

- a. As part of this agreement and the duration of the contract the Contractor has agreed to provide and the City has agreed to accept a minimum level of quality similar to the quality of other persons in the industry regularly rendering this type of service.
- b. All inbound and outbound material from the Ann Arbor MRF shall be weighed and recorded daily by the City to document the quantity of material received and shipped from each facility. The City will update empty tare weights of vehicles bi-annually for accuracy. Loads shipped from the Ann Arbor MRF shall also be weighed inbound and recorded upon arrival at the Contractor's receiving MRF facility. At both the City and Contractor

facilities, the time, truck number, weight and type of material shall be recorded. The Contractor will provide processing to segregate recoverable recycle material meeting regular industry and quality standards and market those commodities to end users.

- c. The Contractor shall provide with the monthly invoice to the City a report of all quantities of recycle material received at the City MRF and all quantities of City recycle material received at the Contractor facilities for processing. In addition, the report shall provide composition of the recycle material received at the City's MRF based on the most recent composition audit performed pursuant to the agreement.
- d. The City's Contract Administrator or designated City representative shall have the right to visit and inspect the Contractor receiving facilities (i.e. involved MRF facilities) upon 24-hour notice to the Contractor. Contractor shall provide reasonable, supervised access to all areas of its receiving facilities utilized for fulfillment of the agreement including reasonable review of said facility's records related to the final disposition of material. The City shall not copy or in any way duplicate Contractor records without the express written consent of the Contractor.
- e. Disposal by the Contractor of recoverable recycle material at its disposal facility or MRFs in a manner inconsistent with common industry standards, the quality of service standards set forth herein and that violates the terms of this agreement shall be a material breach of this agreement. In the event of a breach or repeated breaches of this type, the City may implement the procedures and options in Section XII, Termination.

#### H. Reporting Requirements

- a. The City will have the authority to request the permanent removal of any employee, from City property, that is witnessed/reported by a third party and or documented committing unsafe acts, operating unsafe equipment, or inappropriate behavior. The contractor will provide the City an interview investigation report for all incidents.
- b. It is the contractor's responsibility to provide these reports promptly, and without having to be requested by the City.
- c. The contractor must provide monthly professional status reports on Company letterhead by the 10th of the following month, the report will include, number of tons received, number tons sold/shipped outbound, number of trucks inbound/outbound, number of employees hired/quit/terminated, any disciplinary actions, near misses, OSHA 300 log, 911 calls, and a general status update of the line including repairs complete and/or scheduled. This status report is independent of the invoice and a separate document.

## **EXHIBIT B COMPENSATION**

### General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Only the compensation applicable to operation of the MRF shall apply.

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT B  
FEE PROPOSAL  
WASTE MANAGEMENT OF MICHIGAN, INC.**

**General**

Contractor (WMM) shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses and current government mandated taxes, fees and surcharges (if applicable with future governmental charges excluded and may be passed through to City), in accordance with the terms and conditions herein. The Contractor charges shall be increased each year on the anniversary of the Agreement 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 pricing below includes only preventative maintenance on the rolling stock equipment limited to categorized items C and D on the enclosed WMM preventative maintenance inspection checklists for forklift, hydraulic excavator and wheel loader. All other preventative maintenance and repair shall be at an additional charge to City.

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

**Recycling:**

**1. CITY CHARGES**

The CITY will pay WMM \$132.00/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 \$132.00 or less, WMM will credit the CITY the full amount of the Blended Value. Where the Blended Value is greater than \$132.00, WMM will credit the CITY \$132.00 plus sixty percent (60%) of the Blended Value over \$132.00.

**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 the full system audit performed on 10/5/2016, additional audits of up to 2 per rolling 12 months can be performed at the request of the City or Contractor.

“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.

Material Component	Commodity Value
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 \$66.17 per ton ( $\$132.00 - \$65.83 = \$66.17$ ).

If the Blended Value was \$133.00 per ton, City would receive a payment of \$0.60 per ton ( $\$133.00 - \$132.00 = \$1.00 \times 60\% = \$0.60$ ).

**Solid Waste:**

- \$8.75/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).
- \$50,000/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).





# PREVENTIVE MAINTENANCE INSPECTION CHECKLIST FORKLIFT

Location	Unit #	Inspection Date	Hour Meter Reading	Repair Order Number

**INSPECT ALL ITEMS BELOW AND PLACE AN "X" IN THE APPROPRIATE CONDITION COLUMN. ALL REQUIRED PERSONAL PROTECTIVE EQUIPMENT IS TO BE USED AS REQUIRED DURING THE COURSE OF THE INSPECTION. OK = ALL CONDITIONS ARE SATISFACTORY; NS = NEEDS SERVICE**  
**PRIOR TO INSPECTION A COMPLETE AND THOROUGH CLEANING IS REQUIRED - INCLUDE ALL BELLY PANS, FLOOR PANELS, COMPONENTS, COMPARTMENTS, ATTACHMENTS, FRAME AND CAB. NOTE: CLEANING MUST BE ENTERED AS A SEPARATE JOB IN COMPASS USING JOB CODE 02-999.**  
**DURING INSPECTION CHECK FOR DAMAGE, FLUID LEAKS, LOOSE BOLTS, DEBRIS BUILDUP, DEBRIS WRAPPING, WIRE WRAPPING AND FOR EXCESSIVE WEAR TO: WHEELS, DIFFERENTIALS, CARRIAGE, MAST, CYLINDERS, FORKS, ATTACHMENTS, ENGINE COMPARTMENT, CAB, LIGHTS, HOSES, AND SAFETY EQUIPMENT.**

**"C" Service - 250 hours or 180 days (Items 1-57)**

		OK	NS
1	All LOTO Requirements Are To Be Followed per WM Policy		
2	Master Key Function - Inspect		
3	Strobe Light Wired to the Master Disconnect - Inspect		
4	Pre-wash Visual Inspection		
5	Belly Pans/Floor Panels (all) - Drop/Clean/Inspect		
6	Wash Complete Machine		
7	Radiator Core / aftercooler - Inspect/Clean Both Sides		
8	Hydraulic Cooler - Inspect/Clean		
9	Transmission Cooler - Inspect/Clean		
10	Air Conditioning Condenser - Inspect/Clean		
11	Battery & Hold Downs - Clean/Inspect/Clean Compartment		
12	Electrical/Cables/Wiring Harness/Hold Downs - Inspect		
13	All Lines, Hoses and Connections - Inspect		
14	Oil Samples - all compartments		
15	<b>Check ALL Fluid Levels</b>		
16	Safety Labels - Inspect/Replace As Needed		
17	Hand Rails/Steps - Inspect		
18	Rollover Protection Structure - Inspect		
19	Fuse Panel - Inspect/Clean		
20	Fire Extinguishers/Brackets - Inspect		
21	Doors and Sheet Metal - Inspect/Lubricate		
22	Door and Window Seals - Inspect		
23	Window Washer - Fill		
24	Window Wiper - Inspect		
25	Operator Controls/Lights/Instrument Panel/ Gauges - Inspect		
26	Seat/Seat Belts - inspect (replace belts every 3 years)		
27	Back Up Alarm/Camera - Test		
28	Brake Accumulator - Check		
29	Service Brake/Parking Brake - Test/Inspect/Adjust		
30	Brake Oil Reservoir (if applicable) - Check Fluid Level		
31	Cab Filters - Clean/Inspect		
32	Engine Air Filter Indicator - Inspect (change filter by indicator)		
33	Engine Compartment - Inspect		
34	Engine Fill Cap Seal - Inspect		
35	Engine Dip Stick, Seal and Tube - Inspect		
36	Engine Crankcase Breather - Clean/Inspect		
37	Engine Pre-Cleaner - Inspect/Clean		
38	Engine Air Induction System - Inspect		
39	Exhaust - check for leaks		
40	Belts/Pulleys - Inspect/Adjust/Grease Tensioner		
41	Coolant System Inspection		
42	Starter/Alternator - Inspect & Clean		
43	Primary Fuel Filter w/Metal Bowl (Water Separator)- Drain		
44	Fuel Lines, Hoses and Connections - Inspect		
45	Fuel Tank Cap and Strainer - Inspect/Clean		
46	Fuel Tank Water and Sediment - Drain		
47	Forks/Clamps - Inspect		
48	Attachment Rotator - Inspect/Grease		
49	Mast/Rollers/Lift Chains/Cylinders/Hydraulic Lines - Inspect		
50	Overhead Guard - Inspect		
51	Tires - Check Overall Condition (air pressure, cracks, damage)		
52	Wheels - Check lug nuts/bolt torque/Inspect for cracks		
53	Tire Pressure - Check and Record PSI for Each Tire Front-Left _____ Front-Right _____ Rear-Left _____ Rear-Right _____		
54	Rear Differential Trunnion Mounting Bolts - Check for Torque		
55	Differential(s) and Planetaries Oil Level - Check and Inspect		
56	Lubricate All Points on Machine - Inspect Grease Lines/Zerk Fittings		
57	Wrap-up Visual Inspection		

**"D" Service - 500 hours or 550 days (Items 1-65)**

		OK	NS
58	<b>Change Engine Oil</b>		
59	<b>Change ALL Fluid Filters - use high efficiency</b>		
60	Cut Open Filters - Inspect		
61	Rear Axle - change oil		
62	Cooling System - Level 1 Coolant Sample		
63	Water Pump - Inspect Weep Hole		
64	Radiator Relief Valve - Inspect		
65	U-Joints - Inspect/Lube		

**"E" Service - 1000 hours or 550 days (Items 1-73)**

		OK	NS
66	Engine Block Heater/Cord - Inspect		
67	Transmission - Check Oil Analysis /Change Oil if Needed/ Clean Breather Do Not Exceed 2,000 Hours		
68	Cab Air Filter - Change Cab Filters		
69	Spark Plugs/PCV Valve - Change		
70	Mast Mounting Bearing - Inspect		
71	Engine - Check Governor High and Low Idle Speed		
72	Engine Crankshaft Vibration Damper - Inspect		
73	Engine Mounts/Inspect		

**"F" Service - 2000 hours or 730 days (Items 1-83)**

	(Performance Adjustments To Be Performed by Qualified Tech)	OK	NS
74	Transmission - Check System Pressures and Operation		
75	Differential/Planetaries Oil - Check Oil Analysis/Change as Needed Do Not Exceed 4,000 Hours		
76	Hydraulic Oil - Check Oil Analysis/Change as Needed Do Not Exceed 4,000 Hours		
77	Hydraulic Tank Breaker Relief Valve/Clean		
78	Steering Column Spline - Lubricate		
79	Steering - Check Cylinder Attachments, Bearing, Pivot Pins		
80	Seat Belt - Replace every 3 years from date of install		
81	Steering/Drive Wheels - repack with grease		
82	Swing Gear Reducer - change oil		
83	Fork Magnaflex - Clean and inspect for cracks		

**"G" Service - 6000 hour (Items 1-87)**

		OK	NS
84	Cooling System - Change Hoses and Coolant		
85	U-Joints - Inspect/Replace (non-serviceable only)		
86	Lift chains - replace		
87	Brake Wheel/Master Cylinders - replace cups and seals		

REQUIRED REPAIRS/COMMENTS (additional comments should be notated on the back of the PMI form)


CONDITIONS INDICATED ON THIS FORM ARE CURRENT AS OF THE TIME OF THE INSPECTION. MACHINE IS SAFE TO OPERATE.

Inspector's Name(s) and Signature(s):

Approving Official Name and Signature:



# PREVENTIVE MAINTENANCE INSPECTION CHECKLIST HYDRAULIC EXCAVATOR

Location:	Unit #	Inspection Date	Hour Meter Reading	Repair Order Number

INSPECT ALL ITEMS BELOW AND PLACE AN "X" IN THE APPROPRIATE CONDITION COLUMN. ALL REQUIRED PERSONAL PROTECTIVE EQUIPMENT IS TO BE USED AS REQUIRED DURING THE COURSE OF THE INSPECTION. **OK = ALL CONDITIONS ARE SATISFACTORY; NS = NEEDS SERVICE**  
 PRIOR TO INSPECTION A COMPLETE AND THOROUGH CLEANING IS REQUIRED - INCLUDE ALL BELLY PANS, FLOOR PANELS, COMPONENTS, COMPARTMENTS, ATTACHMENTS, FRAME AND CAB. **NOTE: CLEANING MUST BE ENTERED AS A SEPARATE .JOB IN COMPASS USING JOB CODE 02-999.**  
 DURING INSPECTION CHECK FOR DAMAGE, FLUID LEAKS, LOOSE BOLTS, DEBRIS BUILDUP, DEBRIS WRAPPING, WIRE WRAPPING AND FOR EXCESSIVE WEAR TO: WHEELS, FINAL DRIVES, STRIKER BARS, BLADE, TRASH RACK, CYLINDERS, CUTTING EDGES, ENGINE COMPARTMENT, CAB, LIGHTS, HOSES, AND SAFETY EQUIPMENT.

**"C" Service - 250 hours or 180 days (Items 1-54)**

		OK	NS
1	All LOTO Requirements Are To Be Followed per WM Policy		
2	Master Key Function - Inspect		
3	Strobe Light Wired to the Master Disconnect - Inspect		
4	Pre-wash Visual Inspection		
5	Belly Pans/Floor Panels (all) - Drop/Clean/Inspect		
6	Wash Complete Machine		
7	Radiator Core / aftercooler - Inspect/Clean Both Sides		
8	Hydraulic Cooler - Inspect/Clean		
9	Transmission Cooler - Inspect/Clean		
10	Air Conditioning Condenser - Inspect/Clean		
11	Battery & Hold Downs - Clean/Inspect/Clean Compartment		
12	Electrical/Cables/Wiring Harness/Hold Downs - Inspect		
13	All Lines, Hoses and Connections - Inspect		
14	Oil Samples - all compartments		
15	<b>Check ALL Fluid Levels</b>		
16	Safety Labels - Inspect/Replace As Needed		
17	Hand Rails/Steps - Inspect		
18	Rollover Protection Structure - Inspect		
19	Fuse Panel - Inspect/Clean		
20	Fire Extinguishers/Brackets - Inspect		
21	Fire Suppression System - Visual Inspection		
22	Doors and Sheet Metal - Inspect/Lubricate		
23	Door and Window Seals - Inspect		
24	Window Washer - Fill		
25	Window Wiper - Inspect		
26	Operator Controls/Lights/Instrument Panel/ Gauges - Inspect		
27	Seat/Seat Belts - inspect (replace belts every 3 years)		
28	Back Up Alarm/Camera - Test		
29	Cab Filters - Clean/Inspect		
30	Engine Air Filter Indicator - Inspect (change filter by indicator)		
31	Engine Compartment - Inspect		
32	Engine Fill Cap Seal - Inspect		
33	Engine Dip Stick, Seal and Tube - Inspect		
34	Engine Crankcase Breather - Clean/Inspect		
35	Engine Pre-Cleaner - Inspect/Clean		
36	Engine Air Induction System - Inspect		
37	Exhaust - check for leaks and thermal guarding		
38	Belts/Pulleys - Inspect/Adjust/Grease Tensioner		
39	Flexxaire Fan - Inspect/Check Synthetic Oil level		
40	Coolant System Inspection		
41	Starter/Alternator - Inspect & Clean Snorkel Tube		
42	Primary Fuel Filter w/Metal Bowl (Water Separator)- Drain		
43	Fuel Lines, Hoses and Connections - Inspect		
44	Fuel Tank Cap and Strainer - Inspect/Clean		
45	Fuel Tank Water and Sediment - Drain		
46	Swing Bearing/Brake - Check Proper Lubrication, Clearance		
47	Roller Frame - Inspect for Cracks and Leaks		
48	Sprocket Segments - Inspect for Wear and Loose/Missing Bolts		
49	Track Pads - Inspect for Broken Pads & Loose Bolts		
50	Tracks/Rails - Inspect and Adjust		
51	Idlers - Inspect		
52	Bucket/Teeth/Shanks/Adapters/Pins - Inspect for Wear		
53	Lubricate All Points on Machine - Inspect Grease Lines/Zerk Fittings		
54	Wrap-Up Visual Inspection		

**"D" Service - 500 hours or 550 days (Items 1-63)**

		OK	NS
55	<b>Change Engine Oil</b>		
56	<b>Change ALL Fluid Filters - use high efficiency</b>		
57	Cut Open Filters - Inspect		
58	Breathers - Clean and/or Change		
59	Cooling System - Level 1 Coolant Sample		
60	Water Pump - Inspect Weep Hole		
61	Radiator Relief Valve - Inspect		
62	Undercarriage Measurement by Local Dealer (attach to PM form)		
63	Equipment Performance Downloads - Cat ET/Deere Svc Advisor/ Volvo MATRIS - Review download data with Operations		

**"E" Service - 1000 hours or 550 days (Items 1-65)**

		OK	NS
64	Swing Drive - Change Oil		
65	Cab Air Filter - Change Cab Filters and Gideon/RESPA		

**"F" Service - 2000 hours or 730 days (Items 1-75)**  
(Performance Adjustments To Be Performed by Qualified Tech)

		OK	NS
66	Electronic Unit Injector - Inspect/Adjust		
67	Engine - Check Governor High and Low Idle Speed		
68	Engine Valve Rotators - Inspect (refer to OEM maintenance manual)		
69	Engine Valve Lash - Inspect/Adjust (refer to OEM maintenance manual)		
70	Engine Crankshaft Vibration Damper - Inspect		
71	Engine Mounts/Inspect		
72	Transmission - Check System Pressures and Operation		
73	Hydraulic Oil - Check Oil Analysis/Change as Needed Do Not Exceed 4,000 Hours		
74	Hydraulic Tank Breaker Relief Valve/Clean		
75	Final Drives - Change Oil and Clean Plug/Magnet		

**"G" Service - 6000 hour (Items 1-77)**

		OK	NS
76	Cooling System - Change Hoses and Coolant		
77	Cooling Fan - Check RPM's (refer to OEM maintenance manual)		

**"FSI" Service - 180 days**

Fire Suppression System Inspection: have qualified fire suppression distributor inspect complete system - hoses, sensors, nozzles, switches and electrical wiring.  
Job Code: 06-0PM-FSI

**REQUIRED REPAIRS/COMMENTS (additional comments should be notated on the back of the PMI form)**

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CONDITIONS INDICATED ON THIS FORM ARE CURRENT AS OF THE TIME OF THE INSPECTION. MACHINE IS SAFE TO OPERATE.

Inspector's Name(s) and Signature(s): \_\_\_\_\_

Approving Official Name and Signature: \_\_\_\_\_



# PREVENTIVE MAINTENANCE INSPECTION CHECKLIST WHEEL LOADER

Location	Unit #	Inspection Date	Hour Meter Reading	Repair Order Number

**INSPECT ALL ITEMS BELOW AND PLACE AN "X" IN THE APPROPRIATE CONDITION COLUMN. ALL REQUIRED PERSONAL PROTECTIVE EQUIPMENT IS TO BE USED AS REQUIRED DURING THE COURSE OF THE INSPECTION. OK = ALL CONDITIONS ARE SATISFACTORY; NS = NEEDS SERVICE**

**PRIOR TO INSPECTION A COMPLETE AND THOROUGH CLEANING IS REQUIRED - INCLUDE ALL BELLY PANS, FLOOR PANELS, COMPONENTS, COMPARTMENTS, ATTACHMENTS, FRAME AND CAB. NOTE: CLEANING MUST BE ENTERED AS A SEPARATE JOB IN COMPASS USING JOB CODE 02-999.**

**DURING INSPECTION CHECK FOR DAMAGE, FLUID LEAKS, LOOSE BOLTS, DEBRIS BUILDUP, DEBRIS WRAPPING, WIRE WRAPPING AND FOR EXCESSIVE WEAR TO: WHEELS, DIFFERENTIALS, STRIKER BARS, BLADE, TRASH RACK, CYLINDERS, CUTTING EDGES, ENGINE COMPARTMENT, CAB, LIGHTS, HOSES, AND SAFETY EQUIPMENT.**

**"C" Service - 250 hours or 180 days (Items 1-57)**

		OK	NS
1	All LOTO Requirements Are To Be Followed per WM Policy		
2	Master Key Function - Inspect		
3	Strobe Light Wired to the Master Disconnect - Inspect		
4	Pre-wash Visual Inspection		
5	Belly Pans/Floor Panels (all) - Drop/Clean/Inspect		
6	Wash Complete Machine		
7	Radiator Core / aftercooler - Inspect/Clean Both Sides		
8	Hydraulic Cooler - Inspect/Clean		
9	Transmission Cooler - Inspect/Clean		
10	Air Conditioning Condenser - Inspect/Clean		
11	Battery & Hold Downs - Clean/Inspect/Clean Compartment		
12	Electrical/Cables/Wiring Harness/Hold Downs - Inspect		
13	All Lines, Hoses and Connections - Inspect		
14	Oil Samples - all compartments		
15	<b>Check ALL Fluid Levels</b>		
16	Safety Labels - Inspect/Replace As Needed		
17	Hand Rails/Steps - Inspect		
18	Rollover Protection Structure - Inspect		
19	Fuse Panel - Inspect/Clean		
20	Fire Extinguishers/Brackets - Inspect		
21	Fire Suppression System - Visual Inspection		
22	Doors and Sheet Metal - Inspect/Lubricate		
23	Door and Window Seals - Inspect		
24	Window Washer - Fill		
25	Window Wiper - Inspect		
26	Operator Controls/Lights/Instrument Panel/ Gauges - Inspect		
27	Seat/Seat Belts - inspect (replace belts every 3 years)		
28	Back Up Alarm/Camera - Test		
29	Brake Accumulator - Check		
30	Service Brake/Parking Brake - Test/Inspect/Adjust		
31	Cab Filters - Clean/Inspect		
32	Engine Air Filter Indicator - Inspect (change filter by indicator)		
33	Engine Compartment - Inspect		
34	Engine Fill Cap Seal - Inspect		
35	Engine Dip Stick, Seal and Tube - Inspect		
36	Engine Crankcase Breather - Clean/Inspect		
37	Engine Pre-Cleaner - Inspect/Clean		
38	Engine Air Induction System - Inspect		
39	Exhaust - check for leaks and thermal guarding		
40	Belts/Pulleys - Inspect/Adjust/Grease Tensioner		
41	Coolant System Inspection		
42	Starter/Alternator - Inspect & Clean Snorkel Tube		
43	Primary Fuel Filter w/Metal Bowl (Water Separator)- Drain		
44	Fuel Lines, Hoses and Connections - Inspect		
45	Fuel Tank Cap and Strainer - Inspect/Clean		
46	Fuel Tank Water and Sediment - Drain		
47	Cutting Edges - Inspect		
48	Bucket/Trash Rack/Coupler - Inspect		
49	Loader Frame/Linkage/Pins/Bearings - Inspect		
50	Tires - Check Overall Condition (air pressure, cracks, damage)		
51	Tire Pressure - Check and Record PSI for Each Tire		
	Front-Left      Front-Right      Rear-Left      Rear-Right		
52	Tire Diameter - check difference: 6% front to rear / 3% side to side		
53	Wheels - Check lug nuts/bolt torque/Inspect for cracks		
54	Rear Differential Trunnion Mounting Bolts - Check for Torque		
55	Differential and Planetaries Oil Level - Check and Inspect		
56	Lubricate All Points on Machine - Inspect Grease Lines/Zerk Fittings		
57	Wrap-Up Visual Inspection		

**"D" Service - 500 hours or 550 days (Items 1-66)**

		OK	NS
58	Change Engine Oil		
59	Change ALL Fluid Filters - use high efficiency		
60	Cut Open Filters - Inspect		
61	Articulation Joint - Inspect		
62	Cooling System - Level 1 Coolant Sample		
63	Water Pump - Inspect Weep Hole		
64	Radiator Relief Valve - Inspect		
65	U-Joints - Inspect/Lube		
66	Equipment Performance Downloads - Cat ET/Volvo MATRIS/DEERE Service Advisor & review download data with Operations		

NOTE: TIRE TREAD DEPTH SHOULD BE MEASURE AND RECORDED IN COMPASS OR OEM TRACKING TOOL (BRIDGESTONE TREADSTAT).

**"E" Service - 1000 hours or 550 days (Items 1-69)**

		OK	NS
67	Engine Block Heater/Cord - Inspect		
68	Transmission - Check Oil Analysis /Change Oil if Needed/ Clean Breather Do Not Exceed 2,000 Hours		
69	Cab Air Filter - Change Cab Filters and Gideon/RESPA		

**"F" Service - 2000 hours or 730 days (Items 1-81)**

		OK	NS
(Performance Adjustments To Be Performed by Qualified Tech)			
70	Electronic Unit Injector - Inspect/Adjust (Volvo not required)		
71	Engine - Check Governor High and Low Idle Speed		
72	Engine Valve Rotators - Inspect (refer to OEM maintenance manual)		
73	Engine Valve Lash - Inspect/Adjust (refer to OEM maintenance manual)		
74	Engine Crankshaft Vibration Damper - Inspect		
75	Engine Mounts - Inspect		
76	Transmission - Check System Pressures and Operation		
77	Differential/Planetaries Oil - Check Oil Analysis/Change as Needed Do Not Exceed 4,000 Hours		
78	Hydraulic Oil - Check Oil Analysis/Change as Needed Do Not Exceed 4,000 Hours		
79	Hydraulic Tank Breaker Relief Valve/Clean		
80	Steering Column Spline - Lubricate		
81	Steering - Check Cylinder Attachments, Bearing, Pivot Pins		

**"G" Service - 6000 hour (Items 1-84)**

		OK	NS
82	Cooling System - Change Hoses and Coolant		
83	Flexxaire Fan - Change Synthetic Oil		
84	U-Joints - Inspect/Replace (non-serviceable only)		

**"FSI" Service - 180 days**

Fire Suppression System Inspection: have qualified fire suppression distributor inspect complete system - hoses, sensors, nozzles, switches and electrical wiring.  
Job Code: 06-0PM-FSI

REQUIRED REPAIRS/COMMENTS (additional comments should be notated on the back of the PMI form)

CONDITIONS INDICATED ON THIS FORM ARE CURRENT AS OF THE TIME OF THE INSPECTION. MACHINE IS SAFE TO OPERATE.

Inspector's Name(s) and Signature(s): \_\_\_\_\_

Approving Official Name and Signature: \_\_\_\_\_

**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 shall meet the following minimum requirements.

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. 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

3. 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

4. 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. 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.

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.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.

**PERFORMANCE BOND**

(1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to issue performance bonds in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(1) The Principal has entered a written Contract with the City dated \_\_\_\_\_, 201\_, for: \_\_\_\_\_ and this bond is given for that Contract.

(2) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the Contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(3) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.

(4) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
(Name of Surety Company)  
By\_ (Signature)

Its\_ (Title of Office)

Approved as to form:

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

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_

(Signature)  
Its\_ (Title of Office)

Name and address of agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_