

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
ECOLOGY CENTER INC.
AND THE CITY OF ANN ARBOR
FOR SCHOOL RECYCLING EDUCATION**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Ecology Center Inc., a Michigan non-profit corporation with an address at 339 E. Liberty Street, Suite 300, Ann Arbor, Michigan 48104 ("Contractor") agree as follows on this _____ of July, 2018.

Whereas City and Contractor executed a Professional Services Agreement for School Recycling Education on August 17, 2015 (the "Agreement"), a copy of which is attached as Exhibit A;

Whereas the term of that Agreement is set to lapse on June 30, 2018; and,

Whereas City and Contractor would like to extend the term of that contract until at least through June 30, 2019.

Now, therefore, in consideration of the terms and conditions set forth below:

Unless renewed or terminated, the Agreement shall remain in effect until completion of the Services satisfactory to the City, or through June 30, 2019, whichever is sooner. At its sole option, the City may renew the Agreement to remain in effect until completion of the Services satisfactory to the City, or through June 30, 2020, whichever is sooner. To exercise that option, the City shall provide Contractor written notice of the City's exercise on or before May 1, 2019.

All other terms of the Agreement remain in effect except to the extent expressly modified herein.

FOR CONTRACTOR

By _____
Michael Garfield, Ecology Center Inc.

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard Lazarus, City Administrator

Craig A. Hupy, P.E.,
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A

Professional Services Agreement for School Recycling Education



CITY OF ANN ARBOR, MICHIGAN

301 E. Huron Street, P.O. Box 8647

Ann Arbor, Michigan 48107

Phone: (734) 794-6110 Fax: (734) 994-8297

Web: www.a2gov.org Printed on recycled paper

Office of the City Administrator

June 7, 2016

Ecology Center Inc.
339 East Liberty Street
Suite 300
Ann Arbor Michigan, 48104

Attn: Michael Garfield
Director

Re: Notice to Extend
In School Recycling Education Contract

Dear Mr. Garfield:

As outlined in Article II, *Duration*: of the *In School Recycling Contract between the City of Ann Arbor and Ecology Center Inc. of Michigan* dated August 17, 2015, the City of Ann Arbor is providing formal notice that this contract agreement is being extended for one additional two-year term until June 30, 2018.

If you have any questions, please do not hesitate to contact the City's Recycling and Solid Waste Coordinator, Christina Gomes, at (734) 794.6430 ext. 43707, cgomes@a2gov.org.

We look forward to doing continued business with you.

Sincerely,

Tom Crawford
Interim City Administrator

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
Ecology Center Inc.
AND THE CITY OF ANN ARBOR
FOR IN SCHOOL RECYCLING EDUCATION**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Ecology Center Inc. ("Contractor") a(n) nonprofit corporation in Michigan with its address at 339 E. Liberty St. Ste. 300, Ann Arbor, MI 48104 agree as follows on this 17th day of August, 2015.

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

I. DEFINITIONS

Administering Service Area/Unit means **Systems Planning Unit.**

Contract Administrator means Christina Gomes, 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 **In School Recycling Education.**

II. DURATION

This Agreement shall become effective on July 1, 2015, and shall remain in effect until satisfactory completion of the Services or June 30, 2016 with an option for (1) 2 year renewal from July 1, 2016 through June 30, 2018 or specified below unless terminated as provided for in Article XI.

III. SERVICES

- A. The Contractor agrees to provide In School Recycling Education ("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.

- 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. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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 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.

- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and 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.

XII. 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.

XIII. 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:

Ecology Center Inc.
Michael Garfield
339 E. Liberty St. Ste. 300
Ann Arbor, Michigan 48103

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

City of Ann Arbor
Craig Hupy, Public Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48103

XIV. 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.

XV. 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.

XV. 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.

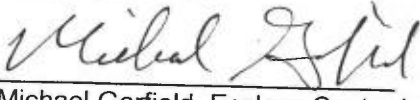
XVII. SEVERABILITY OF PROVISIONS

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

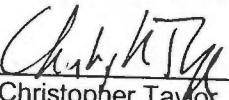
XVIII. EXTENT OF AGREEMENT

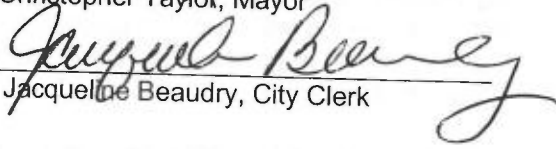
This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations,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

FOR CONTRACTOR

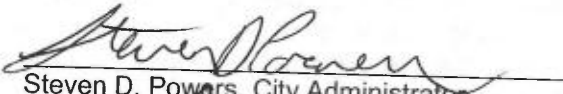
By 
Michael Garfield, Ecology Center Inc.

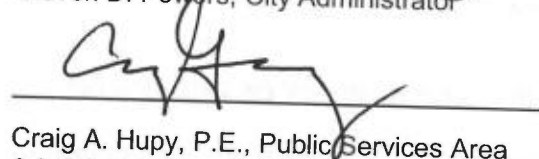
FOR THE CITY OF ANN ARBOR

By 
Christopher Taylor, Mayor

By 
Jacqueline Beaudry, City Clerk

Approved as to substance


Steven D. Powers, City Administrator


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

Approved as to form

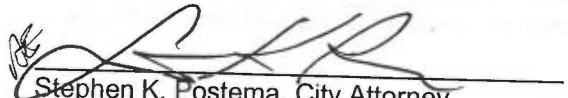

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

A. Background

Youth education is a key component in creating and sustaining community environmental awareness and conservation efforts. The purpose of this request for proposal is to continue offering classroom presentations in the Ann Arbor public and private schools to enhance state curriculum requirements and support teacher/custodial staff efforts with specific environmental education programs related to City of Ann Arbor environmental management priorities. The City employs a school lottery program and for the 2014-2015 school year 238 education programs were requested, city was able to fulfill 41.6% of the requests.

Number of requests made via the lottery:

2014-2015 school year: 238

2013-2014 school year: 258

2012-2013 school year: 217

2011-2012 school year: 218

The current contract pays for the delivery of 99 solid waste related workshops per year in Ann Arbor Classrooms, as well as 11 Storm Water workshops in Dexter 2nd Grade classrooms. The demand for the Ann Arbor programs has consistently exceeded the number of programs that the City has been able to offer, the lottery system is used to randomly select teachers from those who request programs.

B. Objectives

The objectives of this RFP are to provide for effective environmental education presentations to reach a minimum of (250) classrooms each year in Ann Arbor and specifically Dexter Grade 2 classrooms for required Michigan Department of Environmental Quality (MDEQ) Stormwater education. The contractor will develop strategies and printed materials to increase resource protection and conservation awareness in the school and at home, in response to specific requests from the City of Ann Arbor. The outcomes of this contract are measured by teacher evaluations and contract administrator classroom audits. A 60% return rate of evaluations is required.

1. **Provide (250) youth presentations** at Ann Arbor-based K-12 schools, both public and private. Specific schools outside Ann Arbor may be included for presentations, as appropriate to the City, such as to support water quality protection education in the municipal drinking water source water areas. The average presentation is 50 minutes in length and involves at least 15 participants (generally a classroom will have 24+ students). Repeat visits to the same group and all non-classroom presentations must be reviewed for eligibility by the City in advance. There are existing hands-on, interactive programs developed through the current youth education contract, which expires on June 30, 2015. The curriculum is available from the contract administrator for:

- **Wee Recycle** (pre-school and kindergarten)
- **Compostability!** (grade 1)
- **Grow Eat Throw** (grade 2)
- **Hungry Planet** (middle school)
- **Living Lightly**--choices in waste-producing behavior (high school)

- **Our Material World (middle school)**
 - **Pollution Prevention and You (grade 5)**--groundwater contamination
 - **Project Recycle (grade 3)**
 - **Stormwater with Detective Frog (grade 2 Dexter only)**
2. **Provide (35) Custodial/Staff Presentations annually.** Develop and Provide In School Presentations to Ann Arbor Public Schools, on Recycling, and Zero Waste Methods, to support the State Certified Green School Initiatives. The average presentation is 50 minutes in length and involves at least 15 participants (not to exceed 25 participants per presentation). One Presentation per School, per School Year.
 3. **Review, revise/replace two presentations annually.** The selection of the curricula to be reviewed will be determined by the contractor and City with the final version approved by City. Develop new presentations on an as-needed basis, not to exceed 2 per year. New presentations should be aligned with state teaching requirements and provide innovative, teacher supported hands-on activities.
 4. **Promote the availability of the youth presentations.** By August 30 each year, the contractor will create a plan for the city's contract administrator's review and approval for promoting the availability of classroom visits to all Ann Arbor-based schools, and a procedure for registering and confirming requests from interested teachers. Strategies can include a printed flyer, letter or brochure describing the available youth environmental education programs and distribute via mail, internet, and/or in-person to all Ann Arbor-based school principals, enrichment coordinators and targeted teachers by October each year. A follow-up spring mailing may be appropriate in order to schedule all presentations. A copy of the final letter and the distribution list will be provided to the City.
 5. **Schedule and verify presentation requests.** The contractor must coordinate communications with teachers who typically have restricted times to make/receive phone calls or use e-mail. Calls and e-mails must be made to set up presentations and to confirm arrangements a few days before the scheduled visit.
 6. **Provide all printed material for presentations.** The contractor is required to provided all printed, written, and activity material/supplies for the presentations.
 7. **Provide printed on Web-linked pre- and post-visit enrichment materials** for the teacher/group leader including supplemental classroom activities and an evaluation form (to be returned directly to the City's contract administrator, must meet a minimum of 60% returned evaluations). Each teacher is to receive recycling or other appropriate informational brochures for each student.
 8. **Administrative documentation.** The contractor will provide: a monthly written invoice; quarterly progress report with a list of presentations (including teacher, grade, school, address, and number of students); progress on other contracted projects; all written curricula outlines and handouts to keep on file in the City (submitted by August 30 of each year of the contract); and 3 copies of a written annual summary report of the program. Contractor will attend a quarterly meeting with the City contract coordinator in order to assess project progress, set deadlines, and discuss teacher evaluations.
 9. **Provide staffed youth activity** at three (3), 3-hour community events pre-determined community function, such as the **Earth Day Festival, Green Fair, Huron River Day**, or special event at the city's Materials Recovery Facility, 4150 Platt Road, etc. Contractor will assist the planning effort and manage one

task force for Earth Day; develop activities; provide necessary materials and staffing for these pre-arranged events, as determined at the quarterly meetings.

C. Scope of Work

The work under this Contract shall consist of the items contained in the Exhibit A and shall include all the supervision, materials, equipment, documentation, labor and all other items necessary to complete work in accordance with the Contract Documents. The term of the contract is anticipated to be from July 1, 2015 through June 30, 2016 with an option for (1) 2 year renewal from July 1, 2016 through June 30, 2018, subject to the availability of funding in each of those years.

D. Conditions

Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the request for proposal. Proposers shall thoroughly examine and be familiar with the specifications.

The failure or omission of any proposer to receive or examine any form, instrument, addendum, or other document or to acquaint themselves with conditions there existing shall in no way relieve them from any obligation with respect to its bid or to the contract.

The contractor, as such and as proposer, shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under whatever conditions it may encounter or create without extra cost to the City.

All applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and the same as though herein written out in full.

**EXHIBIT B
COMPENSATION**

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 Contractor may charge the City per presentation in accordance with attached Compensation Schedule, not to exceed the annual amounts stated.

Ecology Center
 339 E. Liberty
 Ann Arbor, MI 48104

RFP No.923 - Ann Arbor City In School Recycling Education Services
ECOLOGY CENTER PROPOSAL BUDGET
 Authorized Negotiator: Michael Garfield, (734) 369-9263, michaelg@ecocenter.org

	Rate	Youth Education Hours	Expense	Staff Education Hours	Expense	Staffed Activity Hours	Expense	Subtotal Hours	Expense	TOTAL
Personnel										
Education Director	\$ 35,000	1,400	\$ 49,000	120	\$ 4,200	50	\$ 1,750	1,570	\$ 54,950	
Educator	\$ 25,000	400	\$ 10,000	80	\$ 2,000	30	\$ 750	510	\$ 12,750	
Executive Director	\$ 46,000	10	\$ 460	10	\$ 460	10	\$ 460	30	\$ 1,380	
Personnel Total										\$ 69,080
Supplies										
10 Classroom Kits (books, bins, 6 sets of materials)			\$ 1,750						\$ 1,750	
Classroom Handouts			\$ 300		\$ 2,000				\$ 300	
Training Binders & Equipment									\$ 2,000	
Supplies Total										\$ 4,050
Promotion										
Design, printing, pre/post materials, web			\$ 800		\$ 200		\$ 300		\$ 1,300	\$ 1,300
Administrative (20%)										
			\$ 12,462		\$ 1,772		\$ 652		\$ 14,886	\$ 14,886
TOTAL			\$ 74,772		\$ 10,632		\$ 3,912		\$ 89,316	\$ 89,316
# of Presentations/Activities			250		35		3			
Price per Presentation/Activity			\$ 299		\$ 304		\$ 1,304			
Year 1 Price per Presentation/Activity			\$ 299		\$ 304		\$ 1,304			\$ 89,316
Year 2 Price per Presentation/Activity			\$ 308		\$ 313		\$ 1,343			\$ 91,995
Year 3 Price per Presentation/Activity			\$ 317		\$ 322		\$ 1,383			\$ 94,755

Note: One of the three staffed youth activities is far more labor intensive than others, significantly raising the average cost.

**RFP No.923 - Ann Arbor City In School Recycling Education Services
 ECOLOGY CENTER PROPOSAL BUDGET**

Authorized Negotiator: Michael Garfield, (734) 369-9263, michaelg@ecocenter.org

	Rate	Youth Education Hours	Expense	Staff Education Hours	Expense	Staffed Activity Hours	Expense	Subtotal Hours	Expense	TOTAL
Personnel										
Education Director	\$ 36.05	1,400	\$ 50,470	120	\$ 4,326	50	\$ 1,803	1,570	\$ 56,599	
Educator	\$ 25.75	400	\$ 10,300	80	\$ 2,060	30	\$ 773	510	\$ 13,133	
Executive Director	\$ 47.38	10	\$ 474	10	\$ 474	10	\$ 474	30	\$ 1,421	
Personnel Total										\$ 71,152
Supplies										
10 Classroom Kits (books, bins, 6 sets of materials)			\$ 1,500						\$ 1,500	
Classroom Handouts			\$ 300						\$ 300	
Training Binders & Equipment					\$ 2,019				\$ 2,019	
Supplies Total										\$ 3,819
Promotion										
Design, printing, pre/post materials, web			\$ 824		\$ 200		\$ 300		\$ 1,324	\$ 1,324
Administrative										
			\$ 13,160		\$ 1,860		\$ 680		\$ 15,700	\$ 15,700
TOTAL			\$ 77,028		\$ 10,939		\$ 4,029		\$ 91,995	\$ 91,995
# of Presentations/Activities			250		35		3			
Price per Presentation/Activity			\$ 308		\$ 313		\$ 1,343			
Year 2 Price per Presentation/Activity			\$ 308		\$ 313		\$ 1,343	Year Two Total Price		\$ 91,995

Note: One of the three staffed youth activities is far more labor intensive than others, significantly raising the average cost.

**RFP No.923 - Ann Arbor City In School Recycling Education Services
 ECOLOGY CENTER PROPOSAL BUDGET**

Authorized Negotiator: Michael Garfield, (734) 369-9263, michaelg@ecocenter.org

	Rate	Hours	Youth Education Expense	Hours	Staff Education Expense	Hours	Staffed Activity Expense	Hours	Subtotal Expense	TOTAL
Personnel										
Education Director	\$ 37.10	1,400	\$ 51,940	120	\$ 4,452	50	\$ 1,855	1,570	\$ 58,247	
Educator	\$ 26.50	400	\$ 10,600	80	\$ 2,120	30	\$ 795	510	\$ 13,515	
Executive Director	\$ 48.76	10	\$ 488	10	\$ 488	10	\$ 488	30	\$ 1,463	
Personnel Total										\$ 73,225
Supplies										
10 Classroom Kits (books, bins, 6 sets of materials)			\$ 1,500						\$ 1,500	
Classroom Handouts Training Binders & Equipment			\$ 300		\$ 2,019				\$ 300	\$ 3,819
Supplies Total										\$ 3,819
Promotion										
Design, printing, pre/post materials, web			\$ 800		\$ 200		\$ 300		\$ 1,300	\$ 1,300
Administrative										
			\$ 13,724		\$ 1,975		\$ 712		\$ 16,411	\$ 16,411
TOTAL			\$ 79,352		\$ 11,254		\$ 4,150		\$ 94,755	\$ 94,755
# of Presentations/Activities			250		35		3			
Price per Presentation/Activity			\$ 317		\$ 322		\$ 1,383			
Year 3 Price per Presentation/Activity			\$ 317		\$ 322		\$ 1,383		Year Three Total Price	\$ 94,755

Note: One of the three staffed youth activities is far more labor intensive than others, significantly raising the average cost.

**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 and other documentation to the City on behalf of itself, when requested any subcontractor(s). The certificates of insurance endorsements and/or copies of policy language shall document that the contractor satisfies the following minimum requirements.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
 3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under A.2 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.



City of Ann Arbor

301 E. Huron St.
Ann Arbor, MI 48104
<http://a2gov.legistar.com/Calendar.aspx>

Council Action

Resolution: R-15-232

File Number: 15-0691

Enactment Number: R-15-232

Resolution to Award a Contract with The Ecology Center Inc., for In-School Recycling Education (\$89,316.00 for year one; \$91,995.00 for year two; \$94,755.00 for year three) (RFP No. 923)

Whereas, The City began offering recycling education in 1982;

Whereas, The In-School Recycling Education program that has been in place has effectively provided education opportunities for both the Ann Arbor and Dexter (2nd Grade only) schools and for residents;

Whereas, Adding custodial staff/teacher training to the In-School Recycling Education program and providing additional opportunities for In-School Recycling Education is requested to meet the needs of the program participants;

Whereas, The Ecology Center, Inc. has been selected to provide these services based on their work plan and fees in response to RFP (Request for Proposal) No. 923;

Whereas, The Ecology Center, complies with the City's non-discrimination and Living Wage Ordinances; and

Whereas, Funding for this work is included in the approved the FY 16 Operation Budget of the Public Services Area Solid Waste Fund (95%) and Water Supply System Fund (5%), and will be available for FY17 and FY18 if approved during subsequent budget processes;

RESOLVED, That a one-year contract in the amount of \$89,316.00 be awarded to The Ecology Center, Inc. for In-School Recycling Education, with an option for a two-year contract extension in the amount of \$91,995.00 for the first year of the extended contract and \$94,755.00 for the second year of the extended contract, subject to the availability of funding in each of those years;

RESOLVED, That the Mayor and City Clerk be authorized and directed to execute the agreement for services after approval as to substance by the City Administrator and approval as to form by the City Attorney; and

RESOLVED, That the City Administrator be authorized to take all necessary administrative actions to implement this resolution, including the authority to approve the two-year contract extension.

At a meeting of the City Council on 7/6/2015, a motion was made by Julie Grand, seconded by Kirk Westphal, that this Resolution R-15-232 be Approved. The motion passed.