

**AMENDMENT NUMBER 4 TO  
AGREEMENT FOR SERVICES FOR  
INTERIM OPERATIONS OF ANN ARBOR MATERIAL RECOVERY FACILITY (MRF)  
BETWEEN  
RECYCLE ANN ARBOR  
AND  
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Recycle Ann Arbor, a Michigan Corporation, having its offices at 2420 South Industrial Highway, Ann Arbor, Michigan 48104 ("Contractor") agree to amend the services agreement for Interim Operations of the Ann Arbor Material Recovery Facility (MRF) executed by the parties dated June 15, 2017 and amended three times, most recently on December 3, 2018 ("Agreement") as follows:

- 1) Article II. DURATION, is amended to read as follows:

This AGREEMENT shall remain in effect through June 30, 2020, unless terminated for breach or as provided in this agreement. At the City's option, upon notice to the Contractor, the Contract may be extended for one additional one-year term through June 30, 2021, unless terminated for breach or as provided in this agreement.

- 2) Article VII. PERFORMANCE BOND, is amended to read as follows:

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

A Performance Bond to the City of Ann Arbor for 100% of the direct recycling transfer costs incurred by Recycle Ann Arbor during the extension period, valued at \$331,200.

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.

- 3) Article XI. ASSIGNMENT, is amended to read as follows:

C. The Contractor shall ensure that any and all contracts it enters into in order to discharge its obligations under this Agreement allow for their assignment. In the event of a material breach by Contractor, the City may, at its option, take assignment of any or all such contracts, in which case Contractor shall take any and all actions necessary to effect any such assignment

- 4) EXHIBIT B, COMPENSATION, **Adjustments**, is amended to read as follows:

As the contract is being extended beyond June 30, 2019, the Base Fees will be adjusted on July 1, 2019 with a 3% escalator as indicated above. The glass, residue, bulky trash & waste, and bulky metal fees will not be adjusted.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

**For Contractor**

By \_\_\_\_\_

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

**For City of Ann Arbor**

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

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

**Approved as to form and content**

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

**Approved as to substance**

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Howard S. Lazarus, City Administrator

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Craig Hupy  
Public Services Administrator