

**GENERAL SERVICES AGREEMENT BETWEEN
Prolime Corporation
AND THE CITY OF ANN ARBOR
FOR Removal of Residual Limestone**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Prolime Corporation ("Contractor"), a(n) Michigan Corporation with its address at 58610 Van Dyke Rd, Washington, MI 48094, agree as follows:

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

I. DEFINITIONS

Administering Service Area/Unit means Water Treatment Services Unit.

Contract Administrator means Sarah Page, 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 Removal of Residual Limestone

II. DURATION

Contractor shall commence performance on October 1, 2019 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XII. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide Removal of Residual Limestone ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Contract and Exhibits

Invitation to Bid No. 4594 and all Addendum thereto (if any)

Bid Proposal of Contractor, dated 08/06/19, and restated and attached as Exhibit A.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

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.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B The total fee to be paid the Contractor for the Services shall not exceed \$888,000.00. 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 Article 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 from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. WAGE REQUIREMENTS

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

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

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

VIII. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.

- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a bid for the purpose of restricting competition.

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, 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 IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver

by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIV. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

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

City of Ann Arbor

Craig Hupy

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XVI. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use.

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

This Agreement, together with 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.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

XX. EFFECTIVE DATE

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

FOR CONTRACTOR

By _____

Its _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Service Area Administrator Type Name

By _____
Howard S. Lazarus, City Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

Background - The purpose of this bid is to provide services for the continual removal and marketing of residual limestone from the Water Treatment Plant (WTP) filter press. The work includes providing the labor and equipment for this removal as it is required for the continuous operation of the WTP. The WTP uses calcium oxide (CaO) to produce a softened municipal water supply. As a result of the softening a residue referred to as residual limestone (lime sludge or sludge) is produced. The material is in large part calcium carbonate (CaCO₃) and in small part magnesium hydroxide (Mg(OH)₂). The WTP continuously produces residual limestone at an approximate average 750 dry tons per month (9000 dry tons per year). Two plate and frame filter presses dewater the residual limestone resulting in a filter cake of approximately 58 to 64% solids by weight. At 60% solids by weight, average production is 1250 wet tons per month with the range being 950 wet tons in winter months to nearly 2000 wet tons in summer months.

A. City's Responsibilities

The WTP will be responsible for the following operations:

1. Providing the personnel to oversee contract administration and to address questions on the contract.
2. Operation of WTP filter presses.
3. Provide necessary chemical analyses of the residual limestone. If other analyses are performed, the laboratory used shall be approved by the WTP.

B. Prolime Corporation's Responsibilities

Prolime Corporation will be responsible for the following operations and all costs thereof:

1. Obtaining sites for land application of residual limestone.
2. Transporting residual limestone in accordance with Federal, State, County, and Local requirements.
3. On-going data summary of each site to which a delivery was made.
4. Prepare and submit to the WTP a summary report at the end of each year of the contract of sites used, amounts delivered to each site, total amount hauled and other miscellaneous data. Data shall be compiled monthly and totalized. A sample annual summary report to be used must be submitted with the proposal.

C. Owner Developed Markets

The Owner reserves the right to develop markets that are not for the same purpose or with the same customers as the Prolime Corporation's and to this end the Owner reserves the right to solicit bids for trucking of residual limestone to said markets.

Markets developed by the Owner shall be defined as: A process where the Owner made initial contact with the representative of the firm proposing to use the

Owner's residual limestone and/or the Owner performed or had performed testing and/or feasibility studies to evaluate its proposed use in the process.

Prolime Corporation shall be invited to bid on all such hauling contracts or the Owner may enter into an amendment to this contract covering the handling of residual limestone for said new markets. The city will limit alternative methods of hauling and disposal of sludge to 20 dumps per contract year.

D. Utilities

Cost of additional, necessary utilities and their installation and hook-up will be borne by Prolime Corporation unless previously agreed to in writing by the WTP. The WTP will provide electricity and water to Prolime Corporation at no charge for normal services provided under this contract.

E. Operating Conditions

1. The owner has two filter presses. Each filter press holds approximately eight and a half (8.5) cubic yards (one dump) and under average circumstances there are between 6 and 15 dumps per day.
2. The normal concentration of solids in the filter press cake is 55-65% solids by weight. The range of solids concentration can be, however, 35-67% solids by weight. However, there may be times when the filter press clumps may be soupy. Prolime Corporation will not refuse to haul these soupy dumps, and no extra compensation will be provided for a soupy dump.
3. During winter months there is a possibility that hexahydrate may form in the residual limestone. In this case, the sludge cakes convert into paste form in the trucks. Prolime Corporation will be responsible to take all necessary measures, at no extra cost to the City, to handle this condition without any impact on the WTP operations and with no additional compensation.

F. Work Schedule

Average day operations consist of hauling sludge cake away from the filter presses from 07:00 - 16:00, Monday through Friday. Prolime Corporation shall haul on a continuous basis during those hours to ensure optimum operation of the WTP. Prolime Corporation shall have two empty trucks under the filter presses each day before the start of the WTP day (07:00 hrs). Hauling frequency shall be sufficient to empty all sludge storage facilities by the end of work on Friday taking into account the current rate of production of the filter presses. The hauler must be capable of removing 18 dumps per day within the filter press hours of operation as identified in the bid document.

There are occasional increases in the sludge load to be handled. Some increases are from scheduled maintenance of a WTP treatment basin and other increases result from emergency conditions. For sludge volume increases, Prolime

Corporation will increase his work force and equipment to be able to handle the increased load within two (2) days of being notified by the Water Treatment Services Unit Manager. This may involve hauling sludge on weekends or extended hours during week days.

Depending on the amount of sludge being generated and the availability of the two filter presses, there will be days during the week that the WTP will not require sludge to be hauled. The City will inform Prolime Corporation the day before if hauling services will not be needed the following day.

There will usually be no filter press operation on the following holidays: Christmas, New Year's, Memorial Day, July 4th, Labor Day, Thanksgiving Day. Prolime Corporation may haul whatever material is already in trucks on these holidays if they wish. The filter presses will be in full operation on all other holidays that occur during the week and the Prolime Corporation shall haul sludge as if it were any other day.

G. Compliance with Laws and Regulations

Prolime Corporation shall comply with all applicable federal, state and local laws and regulations for hauling and disposal of limestone residual. Prolime Corporation will obtain all local, state and federal approvals where required. Prolime Corporation shall provide copies of such approvals to the Contract Administrator or its designee, if requested.

H. Loading of Residual Limestone at the Treatment Plant

1. Prolime Corporation shall provide licensed vehicles, equipment and operators to transport the residual limestone from the filter press truck bays of the WTP to the delivery sites.
2. Prolime Corporation shall safely drive and park his equipment at designated areas at the WTP. This may include parking trailer and trucks at different locations.
3. Prolime Corporation shall be responsible for immediate cleanup of any spilled residual limestone on the plant site, including the loading areas and roadways. Said cleanup shall include sweeping, shoveling, or washing all equipment and/or road areas in a manner which insures no prohibited materials enter any surface waters. Wherever possible, sweeping or shoveling shall be used for cleanup so as to use as little water as possible. All cleanup equipment shall be provided by Prolime Corporation. Prolime Corporation shall submit a spill prevention and cleanup plan with their proposal.

I. Transportation

1. Prolime Corporation shall provide operators and equipment approved for limestone residual transport from the WTP to the delivery site. Prolime Corporation will also comply with all Federal, State, County, and Local regulations affecting the transport of residual limestone.
2. The transportation routes shall be designed to minimize travel through densely populated areas or near community gathering places such as churches or schools.
3. Prolime Corporation shall comply with the load restrictions placed on certain roads, including when seasonal load restrictions are in effect. No extra compensation will be granted while operating under seasonal load restriction requirements on haul routes. Furthermore, there will be no lessening of the requirements to remove all the residual limestone from the storage facilities by end-of-day on Fridays and to ensure optimum operation of the treatment plant.
4. Prolime Corporation shall load and cover all vehicles such that residual limestone is not spilled from the vehicle. The exterior of all vehicles shall be cleaned of any residual limestone prior to leaving the WTP and again prior to leaving the delivery site. Prolime Corporation will be responsible for any spilled residual limestone during loading and transportation activities.
5. If there are complaints about spillage from transportation equipment, Prolime Corporation shall take the necessary steps to correct the complaints and shall promptly notify the WTP of any such complaints.

J. Prolime Corporation Refusal to Remove Residual Limestone as Directed

1. If it is necessary for the operation of the WTP that residual limestone be removed from filter presses and Prolime Corporation advises the Owner that it is unable or unwilling to do so under the terms of the contract, then the Owner or its agents may remove such residual limestone to enable it to properly operate its facilities and serve its customers. If the Owner is required to pay a higher price than the contracted price for said removal, the difference between the prices shall be paid by Prolime Corporation plus liquidated damages.
2. If the Prolime Corporation fails to remove the limestone as provided in the contract, Prolime Corporation shall pay a penalty of \$2,000 per day until hauling services resume.

K. Equipment

1. Prolime Corporation shall keep their equipment in good operating condition at all times. All maintenance will be done at Prolime Corporation's expense. WTP facilities and site will not be used for equipment maintenance except as previously agreed upon by Prolime Corporation and the WTP. Prolime Corporation shall properly dispose of any materials and/or debris resulting from their maintenance activities.

2. Disabled vehicles will be towed or pulled at Prolime Corporation's expense. No WTP equipment will be used for this purpose. No vehicles, trailers or other equipment not required for immediate demand of the filter presses shall be left or stored on the grounds of the WTP.
3. Prolime Corporation shall have sufficient equipment to remove residual limestone from the Owner's filter presses to ensure the unhampered operation of the WTP and shall be responsible to see that empty trailers are kept under each press during all hours of operation. If there are insufficient vehicles to haul residual limestone away from the filter presses of the WTP, such that the operation of the WTP is hindered, the City of Ann Arbor can, at Prolime Corporation's expense, bring in equipment deemed necessary to maintain operations. Such expenses will be itemized and deducted from any amount due Prolime Corporation.
4. Prolime Corporation shall provide vehicles of such size that cakes of sludge fall from the filter presses, from the beginning of the unload cycle to the end of the cycle, without spill-over and that the length of the vehicle shall not prohibit closing of the garage door.
5. The vehicle shall have a sealed tailgate.
6. Prolime Corporation should ensure that their trailers can fit in the exiting bays in the filter press building. No building modifications will be made to accommodate Prolime Corporation's equipment.

L. Management

1. The Prolime Corporation shall designate an employee to be the administrator of this contract.
2. Prolime Corporation shall establish and maintain good public relations with landowners and farmers receiving delivery, as well as the general public. Disagreements with, or dissatisfaction of the landowner, farmer, or general public shall be reported to the WTP immediately.
3. Prolime Corporation shall be responsible for maintaining the records on each location where limestone residuals were applied. This information shall include as a minimum:
 - a. Date(s) of delivery.
 - b. Amount delivered each date.
 - c. Any operating difficulties.
 - d. Name of driver.
 - e. Name of owner.
 - f. Township, section, site address, location on a township plat map.

Prolime Corporation shall provide, to the Owner, a written report on a monthly basis detailing the above. Prolime Corporation shall provide to the Owner, an annual summary of the above data at the end of every contract year.

Prolime Corporation shall check in at the beginning of each work day and check out at the end of each work day with designated WTP staff.

Prolime Corporation or his personnel shall not bring unauthorized people on WTP grounds.

M. Measurement and Payment

1. The method of measurement for limestone residual transported from the water treatment plant shall be on a per dump basis. A dump is defined as the contents of a single filter press, when the pressing cycle is complete, regardless of the percent solids in the cake, as it is dumped into the receiving truck.
2. Payment will be based on number of dumps hauled. There have been approximately 2000 dumps per year.
3. Prolime Corporation will provide a duplicate daily summary report. The report shall include the date of the report and the number of dumps, driver name, tractor/trailer ID number and destination for each load transported that date. At the end of each day, one copy of the report is to be given to the WM. The other copy will be attached to the pertaining invoice. One invoice per month detailing the previous month activity is to be submitted. A sample daily summary report to be used must be submitted with the proposal.
4. Payment for number of dumps hauled shall be made within thirty (30) days after submitting invoice to the WTP. Any early payment discounts shall be noted on proposal form.

EXHIBIT B COMPENSATION

General

Prolime Corporation 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 Prolime Corporation may charge the City:

\$148.00 per dump subject to annual adjustments to the unit price based upon 80% of the
Consumer Price Index after the first year.

**EXHIBIT C
INSURANCE REQUIREMENTS**

Vendor shall procure and maintain the following insurance during the term of this contract:

- (1) Worker's compensation insurance as required by law; and automobile insurance (for all owned, hired, and non-owned vehicles) with \$1,000,000 limit;
- (2) Commercial general liability insurance, written on a per occurrence basis with \$1,000,000 in coverage per occurrence and \$2,000,000 aggregate;
- (3) Umbrella liability insurance over all other required insurance, written on a per occurrence basis with \$1,000,000 limit;
- (4) Contractor pollution liability insurance, written on a per occurrence basis, with \$1,000,000 limit including transportation pollution liability that covers loading and unloading and a waste brokering endorsement if disposal at non-owned site.

For all required insurance, the City shall be named an additional insured without added exclusions or limiting endorsements that diminish the City's protections. Further, all insurers shall be authorized to do business in Michigan, and shall carry and maintain a minimum rating of "A-" from A.M. Best and Co., with a minimum financial size category of "V." All required insurance shall be primary to any insurance the City has (including self-insured retention), and any insurance or retention the City has shall not be required to contribute. For itself and all of its insurers, vendor waives its right to recover against the City for liabilities for which the City has insurance. Vendor shall furnish to the City endorsements from its insurers unconditionally entitling the City to 30-days' notice of cancellation or non-renewal, except that in the case of cancellation or non-renewal due to non-payment of premiums, 10-days' notice is sufficient. Vendor shall furnish the City proof of its compliance with these insurance requirements upon demand, through City-approved means (currently MyCOI). Compliance with this section is a condition of City's payment to vendor. Vendor should add registration@mycoitracking.com to its safe-senders list.