

AGREEMENT
between
RECYCLE ANN ARBOR
and
THE CITY OF ANN ARBOR
for
RECYCLABLE MATERIALS TRANSLOADING,
REDEVELOPMENT AND RE-EQUIPPING OF THE
MATERIALS RECOVERY FACILITY, AND
RECYCLABLES MATERIAL RECOVERY PROCESSING
SERVICES

The CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 (“City”), and RECYCLE ANN ARBOR (“RAA” or “Contractor”), a Michigan Nonprofit Corporation, 2420 South Industrial Highway, Ann Arbor, Michigan, enter into this Agreement for Recyclable Materials Transloading, Redevelopment and Re-Equipping of the Materials Recovery Facility, and Recyclable Materials Recovery Processing Services, on the term and conditions set forth below. City and Contractor may be referred to individually as a “Party” and may be collectively referred to as the “Parties.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

A. Since 1995, the City of Ann Arbor has historically provided local processing for recyclables collected from residents and businesses, as well as from other Third-parties by owning and operating a materials recovery facility (“MRF”) located at 4150 Platt Road. But, in 2016, the City ceased recyclables processing at its MRF due to safety concerns. After closing the facility, the City pursued a short-term interim transloading operation, and following the interim operation, in 2017 the City contracted with Recycle Ann Arbor (“RAA”) for recyclables transloading services, and since then, RAA has used City’s former MRF as a recyclable materials transloading facility wherein recyclable materials collected by the City and the City’s Contractors are delivered to the site, re-loaded into trucks, and hauled for processing at a materials recovery facility located outside the City and for subsequent marketing to end markets. The City’s contract with Recycle Ann Arbor was set to expire on June 30, 2020, and the City extended it for a short period to coincide with the start of this Agreement.

B. In the current rapidly changing recycling market, the City is striving to optimize use of its defunct MRF, minimize risk and cost to the City’s residents, customers, and taxpayers, and maximize the recovery of recyclable materials locally.

C. In 2019, knowing its current recyclable materials transloading contract with RAA was set to expire in June 2020 and informed by the City’s draft Solid Waste Resource Management

Plan (“SWRMP”), the City issued Request for Proposals (RFP) #19-28 which invited submissions of work plans and cost proposals on two options: 1) to continue the current transloading operation; and 2) to modify, as needed, and re-equip the MRF building for use and operation as a recyclable materials recovery facility.

D. On September 17, 2019, RAA responded to RFP #19-28 proposing several alternatives including a base proposal for the continuation of transloading and an alternative proposal for the redevelopment and operation of the City’s former Materials Recovery Facility in partnership with key service providers (Pratt Industries, Rumpke Waste and Recycling Services, and Resource Recycling Systems, Machinex, The Ecology Center, State of Michigan, Republic Services, RRRASOC) for a 10-year term which would provide the City and region with vital recycling material recovery capacity and provide the best stability and flexibility to the City for handling its recycling materials and reaching its sustainability goals. RAA’s proposal provides the City with low-side protection while still sharing revenues from recycling commodities on the high side as markets rebound. RAA’s proposal would also provide an opportunity to leverage a grant from the State of Michigan resulting in lower pricing to the City.

E. The City Council selected RAA’s proposal to redevelop, modify and re-equip the MRF building and transition from transloading services to a fully-functioning and newly equipped MRF for on-site processing and directed City staff to negotiate an agreement with RAA for an initial period of ten (10) years and directed that it also include provisions for Contractor to i) submit timely and detailed reports as required to assess performance; ii) provide a host fee to the City for all non-City materials processed; and iii) ensure the City receives the best terms offered to any other entity for processing materials through the MRF, pursuant to *Section 4.6 City Favored Terms*.

F. The proposed Agreement between the Parties will result in investment in the City and community, optimize use of an existing City asset, provide a needed public service locally, promote local recovery of recyclable materials, encourage the creation and retention of local jobs, and encourage and continue cooperation with a long-standing community nonprofit organization with the experience and capabilities to accomplish the revitalization and operation of a MRF at the Property.

G. Under this Agreement, Contractor is to perform the transloading of all of the City Recyclable Materials to a processor during the Re-Equipping of the MRF and upon completion of that redevelopment, re-equipping and modification, Contractor will then begin processing all of the City Recyclable Materials collected by the City or the City’s collection contractors during the term of this Agreement. Materials processing will occur by type of commodity and by aggregating like or similar Recyclable Materials, quality control, baling and marketing services. Both the Re-Equipping and Processing includes all of the residential Recyclable Materials collected by the City and City’s Collection Contractor(s). It also includes all of the commercial Recyclable Materials under City contract delivered by the City and City’s Collection Contractor(s).

H. The Agreement entails several separate phases. The first phase is the Transloading and Re-Equipping Phase which will entail the continuation of transloading the City’s recyclables to another MRF for processing while RAA works with its partners and consultants to remove and demolish the obsolete equipment and re-equip the building with new recyclable material recovery equipment and machinery. Completion of the first phase is expected to take 12 months, but no

longer than 24 months. Upon completion of the re-equipping and acceptance testing of the processing equipment and machinery, Contractor will commence the second phase which will entail the local processing of the City's Recyclable Materials and marketing to end markets.

I. In addition to this Agreement, the City and Contractor have entered into a lease for Contractor's use and occupancy of the City's MRF building for a term that coincides with the term of this Agreement.

J. The City and Contractor agree that Contractor shall provide services to the City initially as a short-term continuation of transloading of recyclables and after re-equipping the MRF building it will provide recyclable materials recovery and processing services under the following terms and conditions.

K. Contractor agrees to provide recyclable materials services to the City in accordance with its proposal and plans on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

ARTICLE I - DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in **Exhibit N - Definitions**.

ARTICLE II - DURATION; EXTENSIONS

Section 2.1 Duration

Subject to the availability of funding and unless terminated in accordance with *Article XVI Obligations of the City* or extended in accordance with this Article, the term of this Agreement shall start on the date it is signed by the last Party to sign it ("Effective Date") and end on December 31, 2030 ("Expiration Date").

Section 2.2 Extensions

This Agreement may be extended for two (2) additional three (3) year periods on the same terms and conditions in this Agreement or mutually agreed upon changes, including the compensation rates set forth in the following Exhibits: **Exhibit H – Material Revenue Share Credit, Exhibit J – Per Ton Processing Fee Schedule, Exhibit K – Host Fee and Exhibit L – Example Calculation of City Favored Terms**, for the relevant contract year(s), and subject to agreement of the City and Contractor. If either Party desires to extend the Agreement, the Party shall provide written notice of its desire to extend and the terms thereof to the other at least 18 months before the expiration of the initial term and at least 12 months before the expiration of any extended period, and the other Party may provide written notice of its agreement to the extension and terms in writing as provided for herein on or before 12 months before the expiration of the initial term or 6 months before the expiration of any extended period. The Parties may, but are not required to execute a written extension agreement. In the event a Party provides notice of its desire to extend and the Parties do not agree to an extension and the terms thereof as provided for herein at

least 12 months before the expiration of the initial term or 6 months before the expiration of any extended period, then the Agreement shall end on the scheduled expiration date of the initial term or extended period.

ARTICLE III - SCOPE OF SERVICES

Section 3.1 General

3.1.1 Re-Equipping

During the Re-Equipping, Contractor will receive and perform transload services for all of the City's Recyclable Materials. Contractor will use the MRF as a transfer facility to transload recyclables to: Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC) located at 20000 Eight Mile Road, Southfield, Michigan 48075; or, an alternative facility, pre-approved by the City in *Section 3.4. Alternate Facilities* or, if none of those are available, a facility to be approved by the City, which approval will not be unreasonably withheld, conditioned or delayed; for sorting, processing and marketing until Contractor is able to process on site. The Re-Equipping schedule is provided in Table 1 - Schedule of Construction Milestones below.

Table 1: Schedule of Construction Milestones

Award Contract to Machinex	Week 1
Contractor Approves Machinex Layout	Week 10
Update to the City	Week 20
Receive Required Permits	Week 30
Beginning Shipment of Equipment on Site	Week 34
Final Arrival Shipment of Equipment on Site	Week 40
Substantial Completion	Week 44
Punch List Completion	Week 45
Final Acceptance	Week 52

3.1.2 Processing

3.1.2.1 Upon completion of the Re-Equipping, Contractor will begin the processing of all of the City Recyclable Materials by type of commodity and by aggregating like or similar Recyclable Materials, quality control, baling and marketing services at the MRF located at 4150 Platt Road. Processing includes all of the City's commercial and residential Recyclable Materials collected by the City and its Collection Contractors.

3.1.2.2 Contractor will maintain ownership, maintenance and repair of all equipment and machinery purchased to perform such tasks. The Recyclable Materials will be weighed, then Contractor will separate and process the Recyclable Materials for recovery by material type and send them to end markets. Contractor will perform composition audit, quality control, baling or loose preparation and all marketing, sale and shipment of Recyclable Materials to end markets. Revenue received from the sale of the recovered City Recyclable Materials shall

be shared between the City and Contractor as provided in *Section 4.4 Material Revenue Share Credit*.

Section 3.2. Permits

3.2.1 Permits for Redevelopment and Re-Equipping

Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for Project, services, re-equipping, building modifications, and other activities.

3.2.2 Compliance with Laws

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the services, the Project, redevelopment, re-equipping, demolition, building modifications, and other activities.

Section 3.3. Construction, Operating and Safety Plan During Re-Equipping and Processing

3.3.1 Safety Plan

During the term of the Agreement, including the Re-Equipping and Processing Phases, Contractor shall provide services to the City that comply with all applicable federal, state and municipal safety rules and regulations and conduct themselves in a manner that protects the safety of their employees, visitors and the general public. Contractor shall provide a safe work environment, free from recognized hazards and exercise due care to prevent damage to property, materials, and equipment and comply with their own safety program as outlined in **Exhibit M - Safety Handbook Index**.

3.3.2 Safety Representative

Contractor has a qualified safety representative responsible for the MRF site who is experienced and familiar with identification and mitigation of hazards, accident investigations, and applicable OSHA and MIOSHA regulations. The safety representative will serve as the City's contact regarding all safety matters relating to this Agreement.

3.3.3 Safety Orientation

All workers and visitors needing to enter the MRF must first attend an orientation training session where Contractor's safety representative or their designee will detail the site safety policies and other pertinent information. The requirement for orientation training for visitors to the site may be waived by Contractor as long as visitors are escorted through the site by a supervisor who has received the orientation training. Contractor shall post and maintain a job safety board at the MRF in a location available to all workers. The job safety board is intended to relay required information at the main entrance to the work area for workers and visitors. The board shall include at a minimum:

- MIOSHA posters including hazard communication information
- Contact information for key personnel
- Location of Contractor's safety plan
- Emergency procedures

3.3.4 Other Safety Measures

During the Re-equipping Phase, Contractor shall follow all of the regular safety measures and the MRF Transition Operating and Safety Plan as outlined in **Exhibit A - MRF Transload Operations and Safety Plan**. During Re-Equipping and Processing Phases the tip floor will remain operable and safe to accommodate material delivery, transloading and processing as outlined in **Exhibit A - MRF Transload Operations and Safety Plan**. The construction schedule is planned over a 52-week period. The schedule includes project kickoff, final contract and design documents, equipment fabrication, building and infrastructure upgrades, equipment dismantling and installation, start-up, commissioning and acceptance testing. See **Exhibit B-Schedule of Construction**.

Section 3.4 Material Receiving Requirements During Re-Equipping and Processing

3.4.1 Ownership and Risk of Loss of Recyclable Materials

Ownership and risk of loss of Recyclable Materials shall pass to Contractor once Contractor accepts Recyclable Materials at the MRF. Ownership and risk of loss to Recyclables Materials shall remain with Contractor until the Recyclable Materials ownership and risk of loss is transferred to: (i) the end market for the Processing Phase; and (ii) RRRASOC for Re-Equipping Phase. After the ownership and risk of loss passes to Contractor, Contractor shall be liable to City for any and all Recyclable Materials lost, damaged, or scavenged for the sum of funds that would have been paid to City in accordance with the provisions of this Contract.

3.4.2 Hours of Operation

Hours of operations of the MRF will be Monday to Friday from 7:00AM to 4:00 PM. Following Major Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas), the MRF will be open on the following Saturday. If the City undertakes regular Saturday and Sunday recyclables collections in the downtown area, Contractor shall operate the MRF on Saturdays from 7:00AM to 4:00PM and Sundays from 7:00AM to 12:30PM, or such other hours of operation agreed upon by the Parties in writing. Contractor shall be paid for these operations as outlined in **Exhibit C - Saturday and Sunday Operations Transload and MRF Processing**. The City shall provide Contractor a minimum of sixty (60) days notice prior to the start of this regular weekend service.

3.4.3 Alternate Facilities

If the recyclable material exceeds the space on the tip floor due to Contractor's inability to process on-site, prolonged maintenance, facility upgrades, or other reason, relocation of material processing that results shall be at Contractor's expense, including any additional transfer or transportation expense incurred by the City or by its Collection Contractor to deliver the City's Recyclable Materials to the alternate processing facility. The material processing shall be relocated upon providing notice to the City in accordance with the Agreement.

3.4.3.1 The primary alternate location for the MRF is RRRASOC located at 20000 Eight Mile Road, Southfield, Michigan, 48075. The secondary alternate location for the MRF is RUMPKE located at 5535 Vine St., Cincinnati OH 45217. The third alternate location is SOCRRA located at 995 Coolidge Highway, Troy, Michigan 48084.

3.4.3.2 If none of the aforementioned facilities are available to process materials on terms acceptable to Contractor, Contractor shall select an alternate facility with one (1) business day advance notice and approval by the City, which shall not be unreasonably withheld, conditioned or delayed.

Section 3.5 Certified Truck Scale

3.5.1 MRF Scale

Unless otherwise agreed upon by the Parties, the existing truck scale located at the MRF (the “MRF Scale”) will be the scale of record and must be used for weighing Recyclable Materials and both inbound and outbound collection vehicles and other vehicles in connection with transloading and processing and marketing activities at the MRF and this Agreement. The Parties agree that as of the Effective Date of this Agreement the MRF scale is in good working order and complies with applicable State of Michigan requirements and is certified and approved by the Michigan Department of Commerce, Weights and Measures Division and is acceptable.

3.5.2 City Operation of the MRF Scale

Until the City’s Landfill Scale and Entrance Improvement Project (“Public Works Scale”) are complete, which is anticipated to be no later than November 30, 2020, the City will operate the MRF Scale including the staffing, data management and reporting, provision of all required repairs and provision for the certification in accordance with regulations imposed by the State of Michigan on a quarterly basis. The MRF Scale must have a valid approval decal indicating that it is certified and approved by the State’s Department of Commerce, Weights and Measures Division. During that time, the City shall provide scale transaction data and weight information in a comma delimited text file format (CSV) format, or other mutually agreed upon format on each truckload on a daily basis containing the information described in *Section 3.7.1 Scale Transaction Report*, to Contractor for each delivered load of Recyclable Materials. The City shall provide sixty (60) days advance notice of the estimated date for the Scale Transfer. Upon completion of the Public Works Scale, the City shall notify Contractor of same in writing and transfer to Contractor the MRF Scale in good working condition, reasonable wear and tear excepted, along with the obligation to operate (including staffing, data management and reporting), maintain, repair and replace it (“Scale Transfer”). The Parties agree to execute documents required to transfer the MRF Scale to Contractor.

3.5.3 Contractor Operations of the MRF Scales

Contractor, at its expense, will staff, operate, provide data management and reporting and be responsible for repairs and replacement of the MRF Scale after the Scale Transfer. Contractor will be responsible for and ensure that the MRF Scale used to weigh Recyclable Materials is certified in accordance with regulations imposed by the State of Michigan on a quarterly basis. The MRF Scale must have a valid approval decal indicating that it is certified and approved by the State’s Department of Commerce, Weights and Measures Division. Contractor shall provide scale transaction data and weight information in a CSV or other mutually agreed upon format, on a daily basis containing the information described in *Section 3.7.1 Scale Transaction Report*, to City for each delivered load of Recyclable Materials.

3.5.3.1 City shall provide at Contractor's expense, and Contractor shall maintain, at its expense, mutually agreed upon signage at a mutually agreed upon location near the Public Works Scale directing MRF-destined trucks and vehicles to bypass the Public Works Scale and use the MRF Scale.

3.5.3.2 If, after the Scale Transfer, the MRF Scale is not operating properly or is otherwise shut down for maintenance, repairs, or other reasons during Operating Hours, the City agrees to allow Contractor to use the Public Works Scale, until the MRF Scale is operational. During that time, the City shall provide scale transaction data and weight information on a daily basis in a CSV or other mutually agreed upon format, containing the information described in *Section 3.7.1 Scale Transaction Report*, to Contractor for each delivered load of Recyclable Materials. Contractor will notify the City of the need to use the Public Works Scale and Contractor will communicate this change to all drivers coming to MRF that will require weighing and ensure they use the Public Works Scale. Contractor, at its expense, shall provide mutually agreed upon temporary signage at a mutually agreed upon location directing MRF-destined trucks to use the Public Works Scale. In the case of a long-term change in scale operations (e.g., replacement), Contractor will notify the City of estimated start and finish dates of the long-term change.

3.5.4 Protocol for Contractor Use of Public Works Scale

In the event the MRF Scale is unavailable, trucks and vehicles using the Public Works Scale and will follow the following process:

3.5.4.1 Incoming drivers will weigh at the Public Works Scale and City will capture weight data.

3.5.4.2 Drivers will radio and/or call Contractor-designated contact to alert Contractor of their arrival.

3.5.4.3 Outgoing drivers will weigh at the Public Works Scale and City will capture weight data. If needed, individual outgoing drivers will weigh individual truck axles.

3.5.4.4 The City will provide Contractor with truck data as described *Section 3.7.1 Scale Transaction Report* on a daily basis.

3.5.5 Alternate Scales

If the MRF Scale and the Public Works Scale are both unavailable, Contractor shall provide an alternate which shall be certified by the State of Michigan which must have a valid approval decal indicating that it is certified and approved by the State's Department of Commerce, Weights and Measures Division and shall provide scale transaction data and weight information as described in *Section 3.7.1 Scale Transaction Report* in a CSV format or other mutually agreed upon or format.

Section 3.6 Material Processing Requirements

3.6.1 Minimum Processing Requirements

Contractor shall furnish all labor, materials, tools, equipment, and services required for the transloading, processing and marketing of all the City's Recyclable Materials delivered to end markets.

3.6.2 Processing System

The processing system shall be capable of processing the City's Recyclable Materials with an equipment configuration and layout that provides for the manual and/or mechanical separation of the different recyclables by commodity and their removal, sorting and baling, granulation or crushing for marketing, and must meet the following requirements:

3.6.2.1 Accept and process fiber, plastic containers of various resin types, ferrous and non-ferrous metals, cartons and glass as outlined in **Exhibit D – Acceptable Recyclable Materials**;

3.6.2.2 Separate, segregate, and remove Non-Acceptable Materials (outlined in **Exhibit E – Non-Acceptable Materials**), Residual Material or Excluded Material (outlined in **Exhibit F – Excluded Materials**) from all Recyclable Materials;

3.6.2.3 Crush or break glass in a manner that reasonably controls noise, dust and particles;

3.6.2.4 Sort and bale, crush or granulate materials to acceptable sizes, densities, and/or other market standards by marketable commodity consistent with the specifications for each of the material's indices in accordance with Institute of Scrap Recycling Industries (ISRI) specifications.

3.6.3 End Markets

Contractor will market the recyclables to secondary materials markets, which are the markets that focus on secondary or recycled materials to make all or part of a product. The end market sets the specifications which are usually based on the ISRI standards. These standards provide guidelines for buying and selling a variety of processed scrap commodities, including ferrous, non-ferrous, fiber, plastics and glass. Except as otherwise provided in this Agreement, Contractor shall be solely responsible for any and all costs associated with the handling, disposal, and any and all other costs related to residuals.

3.6.4 Highest and Best Use of Materials

The City and Contractor share a preference for End Markets that keep materials and products for a use and reuse as high on the hierarchy (Reuse, Reduce, Recycle, Compost) as possible and in the useful raw material and product loop as long as possible. Contractor shall report on this as outlined in *Section 3.7 Records and Written Reports*.

3.6.5 Lack of Markets

3.6.5.1 If after proven attempts, Contractor determines there is no market for a particular recyclable, or that the market has become economically unfeasible, Contractor shall give written notice to the City as soon as commercially practicable. Unfeasible means if Contractor cannot find a market and there is nowhere to sell the material, or it costs money to dispose of it or market it, or there is not room to store the material and there is uncertainty of when the market

will, or if, it will recover then Contractor shall give written notice to the City of this condition. Said notice shall include information demonstrating the effort Contractor made to find markets and sell the recyclable(s), and the financial information justifying the conclusion that the market is economically unfeasible. Upon receipt of said notice, the City shall have thirty (30) days to respond. During this period Contractor shall continue to accept the particular recyclable.

3.6.5.2 After thirty (30) days, if there is no resolution to the lack of market, the City has the option to:

- a) Require Contractor to continue to accept the particular recyclable material. In such a case, the City would pay Contractor, as additional compensation, any cleanup costs associated with handling the particular recyclable material collected as provided in **Exhibit G – Documented Clean-Up Costs** including the per ton tipping fee at the Transfer Station or a mutually agreeable alternative site.
- b) Notify Contractor to cease accepting the particular recyclable until an economically feasible market is located, either by Contractor or by the City.

3.6.6 *Threshold for Excluded Materials and Non-Recyclable Materials*

Some loads of the City’s Recyclable Materials delivered by the City or the City’s Collection Contractor(s) to the MRF may contain Non-Recyclable Materials and Excluded Material. The City and Contractor agree that Non-Recyclable Materials including those identified in the Visual Pre-Sort, the Residual Materials left at the end of Processing, and the Excluded Material shall not exceed twelve percent (12%) per semi-annual tonnage of City Recyclable Materials delivered to the MRF or the maximum residual rate permitted by law, whichever is lower.

3.6.7 *Requirements for Rejected Loads and Process to Address Contaminated Materials delivered to the MRF*

3.6.7.1 Contractor shall inspect, by Visual Pre-Sort, inbound loads of City Recyclable Materials delivered to the MRF and may reject any delivery (partial load or in its entirety) of materials containing or appears to contain by volume more than thirty-three percent (33%) non-recyclable materials, or which contains or appears to contain any amount of Excluded Materials. Contractor may reject loads of City Recyclable Materials delivered to the MRF which visually or by moisture probe exceed moisture levels that can be processed.

3.6.7.2 Depending on the severity of the contamination of the load(s), this may include suspension or stoppage of work, as necessary and appropriate, to minimize the risk of any person or property from suffering injury, sickness, death, damage or destruction as a result of exposure to, or the presence of the contamination.

3.6.7.3 Upon inspection, any partial or full Rejected or Excluded Loads delivered that are rejected will be recorded with Collection Vehicle information including date, time, vehicle information, weight and description. Contractor shall take photographs of any Rejected or

Excluded Load to verify the presence of Rejected or Excluded Material when the load, in whole or in part, is determined to be Rejected or Excluded Material.

3.6.7.4 Contractor shall then notify the City Contract Administrator and forward photographs upon request, but no later than one (1) business day following the delivery of the Rejected or Excluded Load.

3.6.7.5 Unloaded City Recyclable Materials that are rejected as Rejected or Excluded Loads will be reloaded by Contractor into a transportable container (e.g., roll-off container) and taken from the MRF to the Transfer Station for disposal after being weighed at the scale. If the Excluded Load cannot be safely disposed of at the Transfer Station, Contractor shall notify the City of the required action. Contractor shall be compensated by the City for this activity on a time and material basis for labor, equipment and materials costs for loading, clean-up, alternate disposal and other material management costs that can be documented as outlined in **Exhibit G – Documented Clean-Up Costs**. The costs noted above shall be set annually and Contractor shall provide documentation to the City of the breakdown on the time and material costs.

3.6.7.6 For avoidance of doubt, the City will not be charged for Rejected or Excluded loads delivered by or on behalf of third-parties.

Section 3.7 Records and Written Reports

3.7.1 Scale Transaction Report

The scale transaction report shall be delivered to designated electronic mail address(es) in CSV format including the content listed in Table 2. The City shall have the right to review scale data to obtain and verify scale data as needed. Contractor will have three (3) business days to provide scale data.

Table 2: Scale Transaction Report Contents

Transaction Number
Summary of City or City Collection Contractor Provided Truck Number
Date and Time-In Per Truck
Date and Time-Out Per Truck
Material(s) Type
Bill Account & Name
Route Number
Transportation Type

Destination Type
Origination Type
Gross Weight in Tons Per Truck
Gross Weight in Pounds Per Truck
Tare Weight in Tons Per Truck
Tare Weight in Pounds Per Truck
Net Weight in Tons Per Truck
Net Weight in Pounds Per Truck
Notes

3.7.2 Monthly Facility Summary Report

Contractor shall provide written monthly reports for each City material type delivered, transferred, and/or processed at the MRF under this Agreement. The Monthly Facility Summary Report shall contain the information provided in Table 3.

Table 3: Monthly Facility Summary Report Contents.

City Tons in/out - by type
Material Revenue Share Credit as outlined in <i>Section 4.4 Material Revenue Share Credit</i>
Contractor will provide all available information on the destination of City commodities shipped including geographic location and end markets, noting the percent marketed regionally
Third Party Tons Amounts resulting host fees as outlined in <i>Section 4.5 Host Fee</i>
Residual Rate
Rejected Loads resulting in fees as outlined in <i>Section 3.6.6 Threshold for Excluded Materials and Non-Recyclable Materials</i> and <i>3.6.7 Requirements for Rejected Loads and Process to Address Contaminated Materials delivered to the MRF</i>

Net Number of Jobs (created/lost and percent held by organized labor)
Total OSHA recordable incidents and DART incident rate and any fire, spill or other emergencies
Tons of City Materials processed off-site (Processing Phase Only)

3.7.3 Annual Written Report on Environmental Performance Measures

Contractor will report to the City annually on the following environmental performance measures:

- a) Green House Gas savings and energy savings
- b) Energy used in the MRF/per ton
- c) Tons diverted from landfill or incinerator
- d) Number of trees saved
- e) Equivalent number of cars off the road comparison

The report will include feedback from end markets on quality of the materials, the weight of materials recycled per household and the summary of highest and best use of materials.

Section 3.8 Recycling Composition Audit of Incoming Loads

3.8.1. For the Re-Equipping Phase

Contractor shall use the RRRASOC MRF composition analysis during the MRF Re-Equipping Phase. RRRASOC facility composition, including residual, is measured by the weights of the materials that leave the facility (outgoing tons). RRRASOC uses this full-facility composition to formulate their ACR. In the event that an alternate facility is used, the composition including residuals will be measured by the weights of the materials that leave the facility.

3.8.2 For the Processing Phase

3.8.2.1 Contractor shall conduct composition audits of the City’s Recyclables Materials at Contractor’s expense. The audits will use sorting equipment and begin no later than six (6) months following the end of the Re-Equipping Phase; until that time the latest 2019 material composition will be used.

3.8.2.2 Composition audits shall be conducted two (2) times per year. The preferred months for the audits are April and October. Changes to those months must be mutually agreed to by both Parties. Each audit shall utilize a sample of approximately one day of collected City’s Recyclable Materials. The audits shall be accomplished utilizing routine sorting equipment and staff. Sample material must be kept separate from other regular incoming materials and outbound commodities at the MRF. Each of the two (2) annual samples shall be obtained from mutually agreed upon trucks, on a schedule mutually agreed upon by Contractor and the City. Composition audit schedule shall avoid holidays, and weather events that may alter the composition of material. The composition audit process shall separate each of the Recyclable Materials into their

respective end market product categories and residuals as provided in **Exhibit H - Material Revenue Share Credit (MRF Processing)**, such that the sampled material is as representative as possible of regular, full operations and product quality. The City reserves the right to observe any or all composition audits.

3.8.2.3 The following steps will be included in the Composition Audits:

- a. Mutually selected number of loads and approximately one day of collected City's Recyclable Material.
- b. Analysis samples will be kept separate from other incoming materials and outbound commodities.
- c. All bunkers and storage will be empty prior to the test.
- d. All materials will be sorted into the following categories: end markets specification per commodity, excluded materials and non-recyclable materials as representative as possible of regular, full operations and product quality.
- e. Categories above will be weighed.
- f. The plant will be operated at normal speeds and typical system settings.
- g. Compactors, containers and hoppers will be weighed prior to the test to establish accurate tare weights.
- h. Raw weights data will be recorded.
- i. Photographs will be taken throughout the audit process and included in the audit report; such photographs to include inbound materials, processing systems and finished product.
- j. Contractor will oversee the audit process and the collection of data with appropriate City staff present.
- k. Contractor will ensure that City staff are trained in advance on required safety protocols while on-site.
- l. The Composition Analysis written report will be submitted electronically to the City no more than twenty (20) business days after the analysis was conducted.

3.8.2.4 If the composition audit shows that the audited inbound Non-Recyclable Material, and Excluded Material rate is over twelve percent (12%) (or the maximum residual rate permitted by law if it is less than 12%), then in addition to any fees outlined in *Section 3.6.6 Threshold for Excluded Materials and Non-Recyclable Materials* and *3.6.7 Requirements for Rejected Loads and Process to Address Contaminated Materials delivered to the MRF* and **Exhibit G - Documented Clean-Up Costs**, both Parties must promptly and in good faith negotiate compensation to Contractor for additional equipment labor and materials costs and determine how the City will reduce inbound contamination.

Section 3.9 Average Commodity Revenue (ACR)

3.9.1 Average Commodity Revenue

The Average Commodity Revenue ACR shall be calculated monthly using actuals and published indices provided in **Exhibit H - Material Revenue Share Credit (MRF Processing)**.

3.9.2 ACR Formula and Calculation

The ACR shall be determined as specified in **Exhibit H - Material Revenue Share Credit (MRF Processing)** using the published index listed for the categories indicated or the actual value minus transportation for materials where indicated. Should a published index become obsolete, revised, or inaccurate either Party may submit to the other a request to promptly meet and negotiate changes in good faith.

ARTICLE IV - COMPENSATION

Section 4.1 General Description for Compensation During Re-Equipping

The City will pay to Contractor a Per Ton Transload Fee for each ton of City Recyclable Materials delivered to the MRF by the City or the City's Collection Contractor as defined in **Exhibit I - Per Ton Transload Fee Schedule**. Contractor will submit the monthly invoices by 15th date of each month.

Section 4.2 General Description for Compensation During Processing Phase

4.2.1 Processing Fees

The City will pay to Contractor a Per Ton Processing Fee for each ton of City Recyclable Materials delivered by the City or the City's Collection Contractor to the MRF as defined in **Exhibit J - Per Ton Processing Fee Schedule**. Contractor will submit the monthly invoices by 15th date of each month.

4.2.2 Rejected and Excluded Load Fees

Fees resulting from Rejected and Excluded Loads shall be remedied as described in *Section 3.6.6 Threshold for Excluded Materials and Non-Recyclable Materials* and *3.6.7 Requirements for Rejected Loads and Process to Address Contaminated Materials delivered to the MRF* and be billed and included in the monthly payment.

Section 4.3 Monthly Invoice and Supporting Data

4.3.1 Monthly Invoice

Contractor shall submit a monthly invoice to the City for services rendered by the 15th of each month. Contractor shall create and maintain all documents, records, data, reports or other information needed to verify Contractor's monthly invoices and such information shall be submitted in summary form with each invoice as provided for herein or otherwise made available to the City upon request at no cost to the City.

4.3.2 Payment

Payment shall be made within 30 days following receipt of invoices submitted by Contractor along with the below indicated supporting data, and approval by the City Contract Administrator/designee. Payment by the City to Contractor shall be accomplished by electronic fund transfer. If the invoice is disputed the remaining undisputed portion of the invoice will be paid according to the schedule above.

4.3.3 Base Processing Fee

- Total tons delivered by City during the billing month with individual truck weight and truck number detail provided as per allowed by the scale software in use.
- Total tons delivered to MRF over previous three months to establish the annualized tiered base processing per ton fee each month
- Total Base Processing Fee

4.3.4 Favored Terms/Host Fee

- Total Third-party tons delivered during the billing month
- Total Host Fee rebate due to City

4.3.5 Revenue Share

- Worksheet to establish ACR (detailing all commodity values and composition)
- Total Revenue Share rebate due to City based on the ACR from previous month and City tons delivered during the previous month

4.3.6 Any Rejected Load Fees

- Detail compensation on a time and material basis for labor, equipment and materials costs for loading, clean-up, alternate disposal and other material management costs that can be documented as outlined in **Exhibit G - Documented Clean-Up Costs**. The labor costs shall be set at the onset of the Agreement and increase annually based upon the Consumer Price Index (CPI), but not to exceed 3% annually.

Section 4.4 Material Revenue Share Credit

4.4.1 Re-Equipping Phase

4.4.1.1 The revenue sharing shall be calculated each month. RRRASOC provides 80% of their Average Commodity Revenue (ACR) to Contractor. The ACR for RRRASOC is based on their facility composition and is measured by the weights of the materials that leave the facility (outgoing tons). Contractor passes through to the City 100% of what it receives from RRRASOC.

4.4.1.2 Contractor will send a Material Revenue Share Credit payment on a monthly basis to the City as provided in this Section. In the event that an alternate facility is used, the City will receive all of the revenues that Contractor receives from that facility based on that alternate facility's ACR.

4.4.2 Processing Phase

The Average Commodity Revenue (ACR) shall be calculated monthly as provided for in *Section 3.9 Average Commodity Revenue (ACR)*. Contractor will provide 100% revenue share to the City until the revenue is equal to or greater than the Base Processing Fee. Once the revenue share is equal to, or greater than, the Base Processing Fee then the City will receive 55% of the amount by which the revenue share exceeds the Base Processing Fee and Contractor will receive 45% of the

amount by which the revenue share exceeds the Base Processing Fee. Contractor will send a Material Revenue Share Credit payment on a monthly basis to the City as provided in this section.

Section 4.5 Host Fee

During the Re-Equipping Phase, the City will receive a Host Fee of \$2.00 per ton for any Third-party tons received by Contractor at the MRF. During the Processing Phase, the City will receive a Host Fee of \$13.50 per ton as referenced in **Exhibit K- Third Party Host Fee** for any Third-party tons received by Contractor at the MRF.

Section 4.6 City Favored Terms

4.6.1 Tiered Processing Fee

In recognition of the City's foundational involvement in the MRF (example the low cost Lease), this Agreement provides to the City all of the following terms that are not provided for any other party bringing recyclable materials to the MRF:

- a) The City receives a tiered processing fee that provides a reward for increases in total MRF tons in accordance with **Exhibit J – Per Ton Processing Fee Schedule (MRF Processing)**
- b) The City receives a Host Fee of \$13.50 for any Third-party tons which is inclusive of an additional \$1 per ton as a favorable bonus.
- c) The City gets 100% of the revenue share until the revenue share equals or exceeds the Base Processing Fee, with a guarantee that the revenue share will not go negative (a floor).

See **Exhibit L – Example Calculation of City Favored Terms**, which provides an example of the full impact of the City Favored Terms on overall pricing.

4.6.2 Compensation for Additional Services

4.6.2.1 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.

4.6.2.2 The compensation provided for in this Agreement and the ACR provided for in *Section 4.4 Material Revenue Share Credit* are the full, entire and complete compensation due to Contractor for furnishing all services, labor, equipment, materials and supplies and all other things necessary to perform all of the services required by this Agreement in the manner and at the time prescribed, and for fulfilling all of its obligations under this Agreement, including but not limited to, demolition and/or removal of existing equipment, re-equipping and transition from transloading to on-site processing in accordance with *Section 3.1 General* and *Section 3.5 Certified Truck Scale*. The compensation provided for in this Article includes all of Contractor's costs for the items mentioned above and also for all taxes, insurance, bonds, overhead, profit and all other costs necessary or appropriate to perform the services in accordance with this Agreement.

4.6.2.3 Contractor shall not be entitled to any additional compensation than is provided for in this Agreement nor shall the City be charged for any amounts not provided for in this Agreement due to Contractor's failure, refusal, or inability to perform the services hereunder due to events within its control.

Section 4.7 Inspection of Records

Upon written request, the City, at its expense, shall have the right to inspect, review and make copies of Contractor's operational and business records regardless of format (e.g., paper or digital) which are directly related to this Agreement and are reasonably required to confirm Contractor's performance under the Agreement, including but not limited to those records and data, on which Contractor's invoices to the City for services are based, safety plans and compliance documents, regulatory compliance documents, and scale transaction data and weight information; provided, however, that Contractor shall not be obligated to provide any proprietary or confidential information of Contractor or third parties.

ARTICLE V - PERFORMANCE REQUIREMENTS AND MONITORING

Section 5.1 Contractor Performance & Monitoring

The City's designee(s) will monitor Contractor's performance under the terms of the Agreement based upon the following standards and requirements, each in accordance with the terms of this Agreement:

- a) Accept Recyclable Materials that are not Rejected or Excluded Loads and are delivered by the City and its Collection Contractors;
- b) Operate during the Hours of Operation;
- c) Prepare and submit reports and information as provided in *Section 3.7 Records and Written Reports*;
- d) Comply with City living wage and non-discrimination requirements;
- e) Provide and allow the City and the City's Collection Contractors access to the Material Recovery Facility for dropping off loads;
- f) Minimize the quantities of Residual Materials generated and properly manage the disposal of Excluded Materials and Non-Recyclable Materials;
- g) Pay the City the percentage of revenue sharing and Host Fees owed as provided under the terms of the Agreement;
- h) Provide Recycling Composition Audits of Incoming Loads as provided in *Section 3.8.2 Recycling Composition Audit of Incoming Loads for the Processing Phase*
- i) Provide Scale Information as Provided in *Section 3.7 Records and Written Reports*
- j) Keep facility grounds reasonably clean consistent with its use as a materials recovery facility and make commercially reasonable efforts to prevent debris from migrating offsite and promptly clean up any debris that migrates offsite.

Section 5.2 Liquidated Damages

5.2.1 General

The Parties acknowledge that efficient and consistent processing of the City's Recyclable Materials is important, and the City has considered and relied on Contractor's representations as

to its quality of service commitment in entering into this Agreement. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The Parties further recognize that if Contractor fails to achieve the performance standards and requirements, the City will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount or value of those damages. Therefore, the Parties agree that the liquidated damage amounts listed on **Exhibit R – Schedule of Liquidated Damages** represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the City that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

5.2.2 Schedule of Liquidated Damages

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth on **Exhibit R – Schedule of Liquidated Damages**. The City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees, agents or representatives or through investigation of reports by third parties. Prior to assessing liquidated damages, the City shall give Contractor written notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all non-confidential information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Contract Administrator or his or her designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Contract Administrator or his or her designee will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Contract Administrator or his or her designee shall be final. The City may assess liquidated damages for each calendar day or event, as provided in **Exhibit R – Schedule of Liquidated Damages**, that Contractor is determined to be liable in accordance with this Agreement. Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If payment is not received within that time period, the City may deduct the amount of liquidated damages from the next monthly payment of Contractor's Compensation or other amounts due Contractor.

5.2.3 Assessing Liquidated Damages

The City's right to assess and recover liquidated damages for Contractor's failure to meet the performance requirements shall not preclude the City from pursuing or obtaining equitable relief in accordance with the terms of this Agreement for repeated and persistent failures to meet any such performance standard and requirement; provided, however, that aside from the City's right to seek equitable relief for repeated and persistent failures to meet any specific performance standard and requirement, if the City chooses to assess liquidated damages for any one failure, the assessment of liquidated damages shall be the sole and exclusive remedy for any such single failure.

ARTICLE VI - NON-DISCRIMINATION

Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. 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. For details refer to **Exhibit Q – Declaration of Compliance with the Non-Discrimination Ordinance**.

ARTICLE VII – LIVING WAGE REQUIREMENTS

Section 7.1 Compliance with City Code Chapter 14

Under this Agreement, Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Agreement and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Section 7.2 Covered Employer & City Code Chapter 23

If Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. 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.

Section 7.3 Subcontracts to Comply with Wage Requirements

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

For details please refer to **Exhibit P – Declaration of Compliance with the Living Wage Ordinance**

ARTICLE VIII - INDEPENDENT CONTRACTOR

Section 8.1 Contractor is an 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, and 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.

Section 8.2 No Authority to Contract

Neither Party has any authority to execute any contract or agreement on behalf of the other Party, and neither Party is granted any authority to assume or create any obligation or liability on the other Party's behalf, or to bind the other Party in any way.

ARTICLE IX - CONFLICTS OF INTEREST OR REPRESENTATION

Refer to **Exhibit O - Conflict of Interest Disclosure Reporting Form**

ARTICLE X - ADVERTISING, PUBLISHING AND PROMOTION OF AGREEMENT

Except as contemplated by this Agreement, Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. For avoidance of doubt, Contractor shall be permitted to use, advertise, and promote its processing capabilities to prospective third-party clients of Contractor.

ARTICLE XI - INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this Agreement such insurance policies, including those set forth in **Exhibit T – Insurance Requirements**, as will protect itself and the City from all claims for bodily injuries, death, or property damage which may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencing 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 insurance policies and endorsements required by **Exhibit T – Insurance Requirements**. 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). 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.

ARTICLE XII - INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, actions, claims, judgments, settlements, costs and expenses, including professional and 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 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.

ARTICLE XIII - PERFORMANCE BOND

Section 13.1 Performance Bond

Prior to commencing work under this Agreement, Contractor shall obtain and provide a performance bond to the City to secure performance of the services under the Agreement, and the bond, or such replacement bond as deemed acceptable to the City, shall remain valid and in effect during the duration of the Agreement. The Performance Bond shall be executed on a form supplied by the City (see, **Exhibit S – Performance Bond Form**) in a manner and by a Surety Company duly authorized to issue performance bonds in Michigan and satisfactory to the City Attorney. The City and Contractor agree the amount of the performance bond is \$1,100,000.00 which is the approximate equivalent to six months of estimated service fees for the first year based on a base service fee of \$147.38/ton and an estimated 14,200 tons of City material being delivered to Contractor for transloading.

Section 13.2 Adjustment of Performance Bond Amount

After the commencement of the Processing Phase and Contractor provides processing services for two (2) years, Contractor may request that the amount of the performance bond be adjusted to an amount equivalent to the six months of processing costs. City will consider such a request in good faith, taking into account whether Contractor has performed to the satisfaction of City, but has no obligation to agree to an adjustment reduction in the bond amount. The principal amount of the bond may not be reduced below One Million Dollars (\$1,000,000.00).

ARTICLE XIV - REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

Section 14.1 Contractor's Representations and Warranties

Contractor represents and warrants the following:

14.1.1 Contractor is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and is qualified to do business in the State of Michigan. It has the power to own its properties, and equipment and to carry on its business as now owned and operated and as required by this Agreement.

14.1.2 The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold City harmless for any costs or consequences of the absence of actual authority to sign.

14.1.3 Contractor's Response dated September 17, 2019 and other materials and plans for redevelopment of the Materials Recovery Facility submitted to the City supplementary thereto in response to RFP #19-28 and in connection with its redevelopment and processing proposal and the negotiations of this Agreement, on which the City has relied in entering into this Agreement did not, as of the time of submission, contain any untrue statement of a material fact nor omit to state

a material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

14.1.4 Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality ordinarily performed by persons regularly rendering this type of service at similarly equipped facilities.

14.1.5 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.

14.1.6 Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees, experts, professionals, and consultants to provide the Services it is to provide pursuant to this Agreement.

14.1.7 Except as contemplated by this Agreement, Contractor certifies that it has no personal or financial interest in the Project other than the amounts it is to receive under this Agreement and compensation to be received from third-parties¹. 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 and except as contemplated by this Agreement, 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.

14.1.8 Contractor certifies that it is not and shall not become overdue or in default to the City subject to all applicable notice and cure periods for any contract, debt, or any other obligation to the City including real and personal property taxes.

14.1.9 There is no action, suit, proceeding, or investigation at law or in equity, before or by any court or governmental entity, pending or threatened against Contractor or its partners, or otherwise affecting Contractor or its partners, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect Contractor's performance hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Contractor or its partners.

14.1.10 Contractor will expeditiously and diligently pursue to completion its redevelopment plans for the Materials Recovery Facility in accordance with its proposal and the plans and schedules incorporated into this Agreement and transition from transloading to processing the City's Recyclable Materials on-site.

14.1.11 Contractor shall maintain, implement and comply with its safety plan for the MRF and its employees.

14.1.12 Contractor shall obtain, maintain and keep current all state and local permits issued by the appropriate agencies.

¹

14.1.13 Contractor shall maintain guaranteed capacity for accepting and processing all of the City's Recyclable Materials during the term of this Agreement.

14.1.14 Contractor shall not unreasonably interfere with or interrupt the City's ongoing use of the MRF scale while the new Public Works Scale construction project is ongoing.

ARTICLE XV – REPRESENTATIONS AND WARRANTIES BY CITY

Section 15.1 City's Representations and Warranties

The City represents and warrants the following:

15.1.1 The City or City's Collection Contractor(s) will deliver all residential or commercial recyclable materials collected by the City or the City's Collection Contractor(s) to the MRF during the term of this Agreement.

15.1.2 The City will use reasonable efforts to minimize Excluded Material and Non-Recyclable Material from the Recyclable Materials program and educate City residents on the need to prevent Excluded Material and Non-Recyclable Material from being placed in the City's recycling carts.

15.1.3 The City is authorized to enter into this Agreement.

15.1.4 The City will meet with Contractor representatives upon reasonable notice to review and discuss the terms, conditions, provisions, and reporting requirements contained in this Agreement.

ARTICLE XVI - OBLIGATIONS OF THE CITY

Section 16.1 City's Obligations

16.1.1 The City agrees to give Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.

16.1.2 The City shall notify Contractor of any defects in the Services of which the Contract Administrator has actual notice.

16.1.3 The Parties acknowledge and agree that because this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds. If funds to enable the City to effect continued payment under this Agreement are not appropriated, 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.

ARTICLE XVII – ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Section 17.1 Assignment, Transfer and Subcontracting

Contractor shall not assign, transfer or, subcontract all or any portion of any right or obligation under this Agreement for more than 30 days 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, by the City, which release, in the case of operational subcontracts will not be unreasonably withheld, conditioned or delayed.

Section 17.2 Assignment to Regional Authority

The Parties may assign or transfer this Agreement, or any portion of it, to a regional or area solid waste, resource management and recovery, recycling or other similar authority or entity, such as the Washtenaw Regional Resource Management Authority (WRRMA), if agreed to in writing by the City, Contractor and the authority or entity.

ARTICLE XVIII - DEFAULT AND REMEDIES

Section 18.1 Contractor Default

Each of the following shall constitute an event of default by Contractor (“Contractor Default”):

18.1.1 Contractor fails to have all equipment listed in Section 4(c) *Equipment Modifications of Exhibit A – MRF Transload Operation and Safety Plan* for redevelopment and re-equipping the MRF for on-site processing, delivered and present on site at the MRF on or before the first anniversary of the Effective Date.

18.1.2 Contractor fails, refuses, ceases, or is unable to process all of the City’s Recyclable Materials on-site at the MRF in accordance with Contractor’s proposal, **Exhibit A**, and transition plan in **Exhibit B – Schedule of Construction** on or before twenty-four (24) months from the Effective Date except for any reason(s) outside Contractor’s control. Compliance with this requirement will require that all transloading of City Recyclable Materials has ceased.

18.1.3 Contractor fails, refuses, ceases, or is unable to accept the City’s Recyclable Materials and provide the applicable transloading or materials processing services as required under this Agreement for a period of five (5) consecutive calendar days or more or for a total of fourteen (14) days during any consecutive 12-month period, for any reason within Contractor’s reasonable control.

18.1.4 Contractor is adjudged bankrupt, becomes insolvent, unable, or unwilling to pay its debts, or upon entry of an order for relief in favor of Contractor in a bankruptcy proceeding.

18.1.5 Contractor files a voluntary petition for relief under any bankruptcy, insolvency or similar law, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency.

18.1.6 An involuntary petition is brought against Contractor under any bankruptcy, insolvency or similar law which remains undismissed or unstayed for ninety (90) days.

18.1.7 Contractor fails to provide or maintain in full force and effect the insurance coverages and policies required under this Agreement provided such coverages and policies can be obtained on commercially reasonable terms.

18.1.8 Contractor fails to maintain the required performance bond or furnish a replacement bond or a continuation certificate of the existing bond not less than ninety (90) days before expiration of the performance bond and does not cure the same within the time period provided in Section 18.2.

18.1.9 Breach, default, or termination of Contractor's lease with the City for the MRF land and building subject to all applicable notice and cure periods under the lease.

18.1.10 Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement and such violations have not been cured within the time period provided in Section 18.2, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.

18.1.11 Contractor has been found by a court of proper jurisdiction to be in violation of applicable laws directly related to the performance of this Agreement, provided that Contractor may contest any such allegation or finding by appropriate proceedings conducted in good faith, in which case, no breach or default of this Agreement shall be deemed to have occurred.

18.1.12 Any representation, warranty, or disclosure by Contractor to the City made in this Agreement proves to be false or misleading in all material respects as of the date it was made.

18.1.13 A report submitted by Contractor under this Agreement proves to contain a material misstatement of fact, omission, or other inaccuracy and is an attempt to practice fraud or deceit upon the City and such misstatement of fact, omission, or other inaccuracy is not corrected within the time period provided in Section 18.2.

18.1.14 Contractor is found guilty of felonious criminal activity related directly to performance of this Agreement.

18.2 Notice and Cure Periods

18.2.1 Contractor shall be given ten (10) days from written notification by City to cure any default which, in the City Administrator's reasonable opinion, creates an actual and material public health or safety threat as determined based on applicable law.

18.2.2 Contractor shall be given sixty (60) days from written notification by the City to cure any default arising under *Subsection 18.1.1*.

18.2.3 Contractor shall be given thirty (30) days from written notification by the City to cure any default arising under *Subsections 18.1.2 through 18.1.14* or, if such cure cannot reasonably be

completed within thirty (30) days, so long as Contractor is diligently pursuing the cure, as long as is reasonably necessary to cure the default is of such a nature provided that such is capable of being cured.

18.2.4 Except for a default under *Subsections 18.1.1 or 18.1.2*, the Parties agree that if the nature of a default by Contractor is such that it will reasonably require more than the cure period provided, Contractor shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure within ninety (90) days after notice or such other period agreed upon by the Parties in writing.

Section 18.3 City's Remedies in the Event of Contractor Default

On the occurrence of a Contractor Default, subject to all applicable notice and cure periods, City will have the right to any one or more of the remedies described in this Article, in addition to any remedies now or later available to City at law or in equity.

18.3.1 Specific Performance and Injunctive Relief. By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service; the lead time required to effect alternative service; the remedy of damages for a breach hereof by Contractor may be inadequate, and the City shall be entitled to injunctive relief or such other equitable or declaratory relief, including, but not limited to, specific performance.

18.3.2 Termination. In the event of a Contractor Default, and subject to the right of Contractor to cure, if not cured within the time provided for in this Agreement, the City may, at its option, terminate this Agreement and/or hold a hearing to determine whether this Agreement should be terminated. Such a hearing shall be administered by the City Administrator, who may appoint a hearing officer to hear evidence and render written findings, conclusions and recommendations to the City Administrator. If the City Administrator decides to terminate this Agreement, the City shall serve sixty (60) calendar days written notice of its intention to terminate upon Contractor. In the event City exercises its right to terminate this Agreement, the City may, at its option, upon such termination, either directly undertake performance of the services or arrange with other persons or entities to perform the services with or without a written agreement; provided, however, that neither the City nor any other persons or entities shall be permitted to use equipment owned by Contractor. This right of termination is in addition to any other rights of the City upon a Contractor Default including failure of Contractor to perform its obligations under this Agreement. Contractor shall not be entitled to any further compensation for services performed after the date of termination.

18.3.3 Suspension. The City may suspend the Agreement and/or the Parties' performance of their respective obligations if Contractor fails to cure a Contractor Default in the time frame specified in *Section 18.2 Notice and Cure Periods* until such time as Contractor can cure Contractor Default and/or resume services.

18.3.4 City's Right to Cure, Perform Services and Contract with Others for Services. If this Agreement is suspended or terminated due to a Contractor Default or in the event Contractor fails,

refuses, or is unable to provide Recyclable Materials processing services and does not cure such occurrence within the cure period provided after notice from the City, the City may (but will not be obligated to) perform the services, or engage or contract with a third party to do so, provided however, that neither the City nor any other persons or entities shall be permitted to use equipment owned by Contractor. If such expenses exceed the amounts which would have been payable to Contractor under this Agreement, if it had been fully performed by Contractor, then Contractor shall pay the amount of such additional expenses to the City. Contractor shall, upon demand, reimburse City for all costs thereof, including any payments to a third party for performance of the services, with interest after thirty (30) days at prime rate (as established by the Bank of America “reference rate”) plus two percent (2%) but not in excess of the maximum interest rate allowed by law. If Contractor fails to make such reimbursement, City may deduct the amounts due from subsequent payments to Contractor.

18.3.5 Liquidated Damages. The City may assess liquidated damages for Contractor's failure(s) to meet specific performance standards pursuant to *Section 5.2 Liquidated Damages* and **Exhibit R- Schedule of Liquidated Damages**.

18.3.6 Performance Bond. The City may pursue action on the Performance Bond and against Contractor's surety for failure to perform.

18.3.7 Extension of Time to Cure. The City may, at its sole option, extend the time for Contractor to cure a Contractor Default beyond the time provided for in this Agreement. Any such extension must be in writing.

18.3.8 Waiver of Default. The City may waive any Contractor Default or may waive Contractor's requirement to cure a Contractor Default if the City determines that such waiver would be in the best interest of the City. The City's waiver of a Contractor Default is not a waiver of future Contractor Default.

18.3.9 Dispute Resolution Process. In the event of a Contractor Default, the City may use the Dispute Resolution Process in *Article XIX - Dispute Resolution Process*.

18.3.10 Damages. Except as provided herein, the City may, at its option, pursue or otherwise take actions, including legal actions of whatever nature, to recover damages or other relief from Contractor resulting from a Contractor Default. Contractor shall be liable to City for all direct, indirect, special and consequential damages arising out of Contractor's Default. The City may offset such damages against amounts due to Contractor.

Section 18.4 City Default

18.4.1 Each of the following shall constitute an event of default by the City (“City Default”):
The City shall be in default under this Agreement (“City Default”) in the event City:

18.4.1.1 The City fails to pay any undisputed amount when and as due and fails to pay such amount within five (5) days after receiving written notice from Contractor that payment is overdue.²

18.4.1.2 The City fails to deliver all of its residential or commercial recyclable materials collected by the City or the City's Collections Contractor(s) to Contractor and fails to correct such breach within five (5) days.

18.4.1.3 The City commits a default or breach of the Agreement other than a default or breach in an obligation to pay money to Contractor and fails to cure such breach within thirty (30) days after receiving written notice from Contractor specifying the default, provided that if the nature of the default is such that it will reasonably require more than thirty (30) days to cure, City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure.

18.4.2 In the event of a City Default other than under subsections 18.4.1.1 or 18.4.1.2 above, Contractor shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that City is in Default. If City fails to cure any default as provided in subsections 18.4.1.1 or 18.4.1.2, Contractor may suspend its performance hereunder.

18.4.3 By virtue of the nature of this Agreement, the remedy of damages for a breach hereof by City may be inadequate, and Contractor shall be entitled to injunctive relief, including, but not limited to, specific performance.

Section 18.5 No Impairments of Rights

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.

Section 18.6 Remedies Cumulative and Not Exclusive

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by a 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.

Section 18.7 No Waiver

Absent a written waiver, no action, omission, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of its rights with regard to any existing or subsequent default or 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 thereof. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

² Consistent with the Section 4.3.2, partially disputed invoices shall be paid to the extent that they are undisputed and Sections 3.8.2.4 and 3.6.5.1 contemplate possible payments outside the ordinary course of invoicing.

Section 18.8 Provisions Surviving Termination

The provisions *Article XII – Indemnification*, *Article XIV – Representations and Warranties by Contractor*, and *Article XV – Representations and Warranties by City* 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 services or provide other performance requirements due as of the date of termination of the Agreement.

ARTICLE XIX - DISPUTE RESOLUTION PROCESS

Section 19.1 Dispute Resolution Process

In the event of a dispute between the Parties regarding the interpretation of the Agreement, performance of services under this Agreement, including, but not limited to, performance of services, performance requirements, compensation and invoices, liquidated damages, the following dispute resolution process shall apply:

19.1.1 Meet and Confer. Either Party may provide written notice of the dispute describing its nature to the other, and within fourteen (14) days of receipt of the written notice, the Parties agree to promptly meet and confer to attempt to resolve the matter between themselves.

19.1.2 Mediation. If the Parties are unable to resolve the dispute among themselves, either Party may elect in writing to submit the dispute to non-binding facilitative mediation by a mutually agreed upon independent third party. The Parties agree the costs of such mediation shall be shared equally, and they agree to confer with the mediator until such time as the dispute is resolved, or one or both of the Parties or the mediator determines that an impasse has been reached and no voluntary agreement on a resolution of the dispute can be reached which determination shall be in writing.

19.1.3 Impasse and Pursuit of Other Remedies. In the event the Parties cannot agree on a voluntary resolution of the dispute with or without assistance of the mediator, either party may pursue its available remedies.

ARTICLE XX - FORCE MAJEURE

Section 20.1 Force Majeure

Except as provided below, neither party shall be deemed to be in default or otherwise responsible for any delays or failures in performance due to acts of God, acts of war, terrorism or civil disturbance, insurrection, rebellions, sabotage, acts of a public enemy, epidemic, quarantine restrictions, governmental action or inaction, fire, storm, flood, earthquake, labor shortage, labor disputes or strike, unavailability of power, transportation embargo, physical or economic disruption of product markets, or other causes beyond the party’s reasonable control. An act of Force Majeure shall be a temporary impossibility to perform and suspends the party’s duty to perform while the impossibility or impracticability exists but does not discharge its duty to prevent it from arising unless its performance after the cessation of the impossibility would be materially more burdensome than if there had been no impossibility. The provisions of this Section shall

not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

Section 20.2 Obligation to Restore Ability to Perform.

Any excuse or suspension of performance by a Party pursuant to Force Majeure shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse from obligation shall use its best efforts in an expeditious manner to remedy its inability to perform, and mitigate damages that may occur as result of the event.

Section 20.3 Notice.

The Party claiming excuse shall deliver to the other Party a written notice of intent to claim excuse from performance of its obligations under this Agreement, whether partial or complete, by reason of an event of Force Majeure. Notice required by this Section shall be given promptly in light of the circumstances, but in any event not later than five (5) days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the Party expects to be prevented from performing, the steps which the party intends to take to restore its ability to perform, and such other information as the other Party reasonably requests.

Section 20.4 City’s Rights in the Event of Force Majeure.

The partial or complete interruption or discontinuance of Contractor’s services caused by an event of Force Majeure shall not constitute an event of default under this Agreement. Notwithstanding the foregoing, in the event of non-performance excused by Force Majeure, the City will have the right to perform and complete, by agreement or otherwise, the services herein or such part thereof as it may deem necessary and to contract with others to procure labor, equipment, and materials and incur all other expenses necessary for completion of the services; provided, however, that it may not use Contractor’s equipment to provide such services.

ARTICLE XXI – NOTICES

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 to Contractor: Recycle Ann Arbor
 Bryan Ukena, CEO
 2420 S. Industrial Highway
 Ann Arbor, MI 48104
 bryanukena@recycleannarbor.org

With a copy to: Recycle Ann Arbor
 Attn: Board Chair

2420 S. Industrial Highway
Ann Arbor, MI 48104

With a copy to: Hooper Hathaway, P.C.
Attn: William M. Beuche, Esq.
126 S. Main St.
Ann Arbor, MI 48104
wbeuche@hooperhathaway.com

If to City: City of Ann Arbor
Attn: Public Services Area Administrator
301 E. Huron Street
Ann Arbor, MI 48104

With a copy to: City of Ann Arbor
Attn: Resource Recovery Manager
W.R. Wheeler Service Center
4251 Stone School Road
Ann Arbor, MI 48108

With a copy to: City of Ann Arbor
Attn: Office of the City Attorney
301 E. Huron Street, 3rd Floor
Ann Arbor, MI 48103

ARTICLE XXII – AMENDMENTS

This Agreement may only be amended, modified, altered or changed in writing, signed by both Contractor and the City.

ARTICLE XXIII - 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.

ARTICLE XXIV - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by Contractor that relate to the City and this Agreement 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 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. In no event shall Contractor be required under this Article to provide proprietary information of Contractor or any third-parties.

ARTICLE XXV - 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.

ARTICLE XXVI - ENTIRE AGREEMENT

This Agreement, together with the Lease, affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and 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.

ARTICLE XXVII - SECTION HEADINGS

The article and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

ARTICLE XXVIII – BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and shall inure to the benefit of the Parties to this Agreement and their permitted successors and 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.

ARTICLE XXIX – COUNTERPARTS

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.

ARTICLE XXX - ELECTRONIC SIGNATURES

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

ARTICLE XXXI - 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
RECYCLE ANN ARBOR**

By _____
Name:
Title:

DATED: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

DATED: _____

Approved as to substance

By _____
Tom Crawford, Interim City
Administrator

Craig Hupy, Public Services Area
Administrator

Approved as to form

Stephen K. Postema, City Attorney

EXHIBITS

List of Exhibits

- Exhibit A – MRF Transload Operation and Safety Plan
- Exhibit B – Schedule of Construction
- Exhibit C – Saturday and Sunday Operations Transload and MRF Processing
- Exhibit D – Acceptable Recyclable Materials
- Exhibit E – Non-Acceptable Materials
- Exhibit F – Excluded Materials
- Exhibit G – Documented Clean-Up Costs
- Exhibit H – Material Revenue Share Credit (MRF Processing)
- Exhibit I – Per Ton Transload Fee Schedule
- Exhibit J – Per Ton Processing Fee Schedule (MRF Processing)
- Exhibit K – Third Party Host Fee
- Exhibit L – Example Calculation of City Favored Terms
- Exhibit M – Safety Handbook Index
- Exhibit N – Definitions
- Exhibit O - Conflict of Interest Disclosure Form
- Exhibit P – Declaration of Compliance with the Living Wage Ordinance
- Exhibit Q – Declaration of Compliance with the Non-Discrimination Ordinance
- Exhibit R – Schedule of Liquidated Damages
- Exhibit S – Performance Bond Form
- Exhibit T – Insurance Requirements