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**CITY OF ROCHESTER HILLS**  
**Technical Assistance Work Scope**

**Implementation of Solid Waste Service Contracting**

February 12, 2004



**TECHNICAL WORK PLAN**

Following is a detailed project work plan with estimated time frames. Work would need to be completed in the following six task areas:

- Task 101: Vendor Contracting
- Task 102: Contract Implementation and Oversight Startup
- Task 103: Billing System Development Technical Support
- Task 104: Ordinance Revisions

The Task Activities, schedule and list of deliverables are provided below:

**Task 101: Vendor Contracting**

**Task Objective:** Assist in finalizing contract details with the selected service providers and making sure that all Proposal specifications and required pricing are incorporated into the final contract agreements.

**Activities:** Task activities to be carried out include:

- A: Hold initial kick-off meeting with City to review program decisions and required action steps.
- B: Review final proposal(s) and draft contract from vendor(s) under consideration for contracted services, prepare communication for Purchasing to send to vendor identifying any remaining issues and requesting a meeting.
- C: Facilitate meeting with selected vendor(s) to resolve remaining issues, prepare final contract documents and attachments, and coordinate with Purchasing on any remaining reviews/changes in order to secure signature.
- D: Complete service count/type field verifications with vendor for both residential curbside services and municipal (dumpster) services.

E: Assist Purchasing in final contract signature process as needed.

Task Deliverables: Deliverables include:

- Project Kick-off Meeting
- Vendor Memo
- Updated Contract Documents/Specs
- Field Verified Service Counts
- Vendor Meetings/Negotiations

Task Timeline: Completed within Months 1 and 2.

## **Task 102: Contract Implementation and Oversight Startup**

Task Objective: Work with city and selected contractors to develop and implement the startup plan for the service including finalizing unit counts, details of outreach program to residents, coordinating recycling bin distribution, etc. and to ramp up City management systems including final details on funding system roll-out, training and support for program management staff, finalizing systems for data collection and performance tracking and other details of startup operation and contractor oversight.

Activities: Task activities to be carried out include:

- A: RRSI will produce a Microsoft Project based Project Schedule covering the period through the first year of the service period. The first version of this will show the known timing for items like start dates, order dates for trucks, tote delivery dates etc, and suggested timing for items like hiring, coordinating meetings vendor, first billings, press coverage, preparation of public information pieces, setting up customer service functions for information requests, complaints, missed pickups, scheduling tote deliveries, etc..
- B: RRSI will then provide the project schedule to DPW staff and the vendor(s) for markup and additions/deletions, producing an updated version after this feedback
- C: RRSI will then provide technical support for the period prior to program startup. This will include providing draft content or reviewing vendor's draft content for various roll-out documents including press releases, information sheets on how to prepare materials, complaint handling procedures, performance tracking system, vendor communication protocols, monthly report formats, job descriptions (if required) etc. and assistance in updating performance assumptions, service unit counts and budget requirements as implementation steps are completed.
- D: During this time RRSI will regularly communicate with vendor(s) to track progress in meeting their implementation task commitments and regularly communicate with DPW staff to check on progress and produce an updated Project Schedule.
- E: RRSI will convene a monthly DPW staff meeting to review updated Project Schedule and project tasks issues that require discussion.

Task Deliverables: Deliverables include:

- Review Meetings
- Initial and Updated Versions of Project Schedule
- Implementation Documents
- Vendor Oversight

Timeline: Work would begin immediately and proceed into the first three months of service.

### **Task 103: Billing System Development Technical Support**

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Task Objective: Provide support as needed to City in finalizing details and implementing billing system.

Activities: Task activities to be carried out include:

- A: Prepare system requirements memo for billing mechanism.
- B: Facilitate working session(s) with appropriate staff/departments and service providers (if outside vendor) to review system requirements, establish timeline and begin steps to implement billing system.
- C: Complete work products as required to assist in implementation of billing system including flow charts, definition of fields, classification of billing units, reconciliation of billing information to waste contractor's service counts, etc.
- D: Incorporate above into project timeline and monthly project meetings.

Task Deliverables: Deliverables include:

- System requirements memo
- Working sessions
- Work products as required
- Updated timeline and incorporation into project meetings

Task Timeline: Work would begin in Month 1 through to the first three months of service.

### **Task 104: Ordinance Revisions**

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Task Objective: Draft and facilitate the review and adoption of amendments to the City ordinances as required to implement the System.

Activities: Task activities to be carried out include:

- A: Complete a detailed review of the current ordinance, the proposed services and the billing system.
- B: Prepare and facilitate a discussion of a memo covering all required changes to the City ordinance.
- C: Prepare a draft ordinance amendment as described in the memo, modified as needed to respond to any feedback received on the memo.

D: Facilitate review and editing as needed of the draft ordinance by City staff and legal counsel.

E: Assist in securing necessary approvals by City Council for ordinance amendment.

Task Deliverables: Deliverables include:

- Ordinance review
- Memo
- Draft and revised ordinance amendment
- Assistance in adoption process

Task Timeline: Completed in months 1 through 4 of work scope.

## CONSULTANT FEE, TERMS AND CONDITIONS

RRSI will complete the work described in the Scope of Services, RRSI for a time and materials contract with total fees not to exceed \$55,000. Our firm will assign Jim Frey as Principal in charge and the primary project contact with support by our program implementation and outreach specialist, Senior Consultant, Cathy Semer and Program Support Specialist, Sandy Schultz. \

Following is a schedule of billing rates for key personnel assigned to the project. These rates have been used to determine the not-to-exceed fee for the services described and would be used for any additional work authorized in writing as a contract change-order. This price schedule will be honored through to December 31, 2004.

Labor Category	Designation	Hourly Rate
Principal	P	\$110
Senior Engineer	SE	\$100
Senior Consultant	SC	\$95
Project Engineer	PE	\$80
Analyst	A	\$75
Program Support Specialist	PS2	\$60
Technician/Drafting	T/D	\$45
Word Processing	WP	\$35

At the end of each month of service RRSI will submit invoices showing labor hours and direct expenses. The City agrees to pay these invoices no later than 30 days after submittal.

## AGREEMENT TO PERFORM PROPOSED WORK

RRSI, with appropriate signature(s) provided below, hereby agrees to perform the work as described above, under the terms and conditions attached to this proposal and/or those of a professional services agreement that includes this proposal by reference.

RRSI

\_\_\_\_\_  
Signature  
James Frey, CEO

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

All communication regarding this work scope should be directed to James Frey, CEO and Project Director, Resource Recycling Systems, Inc., 416 Longshore Drive, Ann Arbor, MI 48105, (734) 996-1361 ext 232, FAX (734) 996-5595, email @ frey@recycle.com.

PROFESSIONAL SERVICES CONTRACT BETWEEN  
CITY OF ROCHESTER HILLS  
AND  
RESOURCE RECYCLING SYSTEMS, INC.

This CONTRACT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between Resource Recycling Systems, Inc., 416 Longshore, Ann Arbor, MI 48105 (hereinafter referred to as the "CONSULTANT"), and the City of Rochester Hills, Rochester Hills, Michigan (hereinafter referred to as the "CITY");

WITNESSETH THAT:

WHEREAS, the CITY is desirous of engaging the CONSULTANT to perform the Scope of Work for implementation of Solid Waste Contracting (hereinafter referred to as the "PROJECT");

WHEREAS, the CONSULTANT represents and warrants it is qualified to undertake the activities for which the funding has been provided, and is willing to furnish technical and professional services to the CITY.

NOW THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1 - SPECIAL PROVISIONS

- 1-1 Retention of CONSULTANT. The CITY hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the services set forth under "Scope of Services" in Section 3.
- 1-2 Area Covered. The CONSULTANT shall perform all necessary services provided under this CONTRACT in connection with the PROJECT.
- 1-3 Scope of Services. The CONSULTANT shall do, perform and carry out, in a professional, competent, satisfactory and proper manner, the services set forth in this CONTRACT outlined as follows:  
  
Perform activities in Exhibit A attached (Consultants work scope dated 3-15-02).
- 1-4 CITY responsibilities to the CONSULTANT. The CITY agrees to perform the actions set forth in this CONTRACT and outlined in paragraph 1-13 of this CONTRACT.
- 1-5 Personnel. The Consultant represents that he has, or will secure at his own expenses, all personnel and/or subconsultant(s) required in performing the services of the CONSULTANT under this CONTRACT. The CITY may provide supportive staff to the CONSULTANT in order to accomplish the objectives of the PROJECT. Such supportive staff shall be CITY personnel and specific task assignments shall be assigned and supervised by the CITY.

- a. All of the services required hereunder will be performed by the CONSULTANT or under its supervision, and all personnel engaged by the CONSULTANT in the work shall be fully qualified.
  - b. No portion of the services to be performed by the CONSULTANT, as heretofore defined, shall be sublet, assigned, delegated or otherwise disposed of except with the consent of the CITY. Consent to sublet, assign, delegate or otherwise dispose of any portion of the services shall not relieve the CONSULTANT of any responsibility under the CONTRACT.
  - c. The CONSULTANT shall utilize the personnel indicated in the "Scope of Services" in Section 3 in performing the services under this CONTRACT, or if they are unable to perform due to illness, separation from the CONSULTANT, etc., individuals satisfactory to the CITY may be substituted.
- 1-6 Time of performance. The services of the CONSULTANT as designated in Section 4 of this CONTRACT are to commence after written Notice to Proceed and shall be undertaken and completed in accordance with the purposes of this CONTRACT; but in any event, all of the services required hereunder to be provided by the CONSULTANT shall be completed as per SECTION 1-12 from the date of the Notice to Proceed unless due to unforeseeable causes beyond the control of the CONSULTANT. If for some reason it is mutually agreeable to both the CITY and the CONSULTANT that the CONTRACT time of performance be extended, said extension shall be incorporated in written amendments to this CONTRACT; otherwise, any verbal agreement between the CITY and the CONSULTANT to extend the time of completion of the PROJECT shall be nonbinding on the part of the CITY.
- 1-7 Basic Compensation. The CONSULTANT shall be reimbursed for the basic services rendered under this CONTRACT on the basis of a cost reimbursement fee basis as indicated in the "Scope of Services" in Section 3 of the CONTRACT.
- 1-8 Extra Compensation. The CONSULTANT shall perform and provide additional services only if so authorized in writing by the CITY as provided for in this CONTRACT.
- 1-9 Payment Provision
- a. The CITY will cause payment to be made to the CONSULTANT within thirty (30) days from the date of itemized invoice, which shall be presented monthly by the CONSULTANT .
  - b. The CITY may, from time to time, require changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this CONTRACT.
  - c. In the event of a substantial change in the scope, complexity, or character of the work to be performed, and with the concurrence of both the CITY and the

CONSULTANT, payment for services shall be adjusted in accordance with the provisions of paragraph 1-10 of this CONTRACT.

1-10 Additional Work. If requested and authorized in writing by the CITY, the CONSULTANT will be available to furnish, or obtain from others, added or extended services and the costs and schedule for completing this work. Additional work must be authorized in advance by the CITY in writing and subject to negotiation between the CITY and the CONSULTANT.

1-11 Limited Work. If requested and authorized in writing by the CITY, the CONSULTANT shall reduce the scope of services to be performed.

1-12 Time Schedule. The proposed work will be completed within the schedule identified in the Scope of Work indicated in the "Scope of Services" in Section 3 of the CONTRACT.

1-13 CITY responsibilities

- a. Execute overall project manager functions. In so doing, the CITY will assure that PROJECT deadlines and objectives are met.
- b. The PROJECT coordinator for the PROJECT will be the representative of the CITY with respect to the work to be performed under this CONTRACT and shall have authority to transmit instructions, receive information, interpret and define CITY policies and provide decisions in a timely manner pertinent to the work covered by this CONTRACT, until the CONSULTANT shall have been advised by the CITY that such authority has been revoked.
- c. Furnish to the CONSULTANT for use during the PROJECT, information, data, reports and records available with the CITY which are useful for carrying out the work on this PROJECT. All such information, data, reports and records will, however, remain the sole property of the CITY (unless otherwise indicated to the CONSULTANT).
- d. The CITY will assume the primary responsibility for the coordination of all participating agencies (including the services of the CONSULTANT) and will be responsible for providing timely directives to the CONSULTANT during the execution of the PROJECT.
- e. Upon receipt of a written list of required documents, data and other assistance from the CONSULTANT, the CITY will discuss with the CONSULTANT as to the extent of information the CITY is able to supply and/or to provide direction.

1-14 Compliance with Local and State Laws. The CONSULTANT shall be responsible for compliance with applicable state and local income and other taxes and state and federal taxes on income and employment taxes and charges such as Workmen's Compensation, State and/or Federal Unemployment Taxes or insurance coverage and general liability coverage against losses or injury arising out of the activities of any employee or other personnel working under the control or supervision of the CONSULTANT.

## SECTION 2 - GENERAL PROVISIONS

- 2-1 Termination of Agreement for Cause. If, through any cause, the CONSULTANT shall fail to fulfill, in a timely and proper manner, the obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT, or not issue a Notice to Proceed on specific phases, by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT shall, at the option of the CITY, become its property in accordance with paragraph 2-13, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory, and beneficial work completed on such documents and other materials. Notwithstanding the above, the CONSULTANT shall not be relieved of any liability to the CITY for damages sustained by the CITY by virtue of any breach of this CONTRACT by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.
- 2-2 Termination for Convenience of the CITY. The CITY may terminate this CONTRACT at any time by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination; or by not issuing a Notice to Proceed. In such event, all finished or unfinished documents and other materials as described in paragraph 2-1 above shall, at the option of the CITY become its property in accordance with paragraph 2-13. If this CONTRACT is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total services of the CONSULTANT covered by the CONTRACT, less payments of compensation previously made. If this CONTRACT is terminated due to the fault of the CONSULTANT, paragraph 2-1 hereof relative to termination shall apply.
- 2-3 Civil Rights. CONSULTANT agrees that it will not discriminate as to provisions of services pursuant to this agreement or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, age, handicap, marital status, height or weight. Additionally, CONSULTANT agrees that it will establish and thereafter maintain an Affirmative Action Plan which is in compliance with the requirements promulgated by the Michigan Civil Rights Commission; and that it will establish written personnel procedures and policies setting forth all of its personnel rules, guidelines, practices, and terms and conditions of employment. The Affirmative Action Plan and personnel rules established may be amended from time to time, as necessary.
- 2-4 Assignability. The CONSULTANT shall not assign any interest in this CONTRACT, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereto; PROVIDED, HOWEVER, that claims for money due to become due to the CONSULTANT from the CITY under this CONTRACT may be assigned to a bank, trust company other financial institution with approval of the CITY. Notice of any such assignment or transfer shall be furnished promptly to the CITY.



- 2-5 Interest of CONSULTANT. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any such interest shall be employed.
- 2-6 Findings Confidential. Any reports, records, information, data, etc. given to or prepared or assembled by the CONSULTANT under this CONTRACT which the CITY requests to be kept confidential shall not be disclosed or made available to any individual or organization other than the CITY without the prior written approval of the CITY.
- 2-7 Identification of Documents. All reports, maps and other documents completed as part of this CONTRACT, other than documents exclusively for internal use by the CITY, shall carry on the front cover or a title page (or, in the case of charts, in the same block) the names of the CITY and the CONSULTANT.
- 2-8 Copyright. No reports, maps or other documents produced in whole or in part under this CONTRACT shall be the subject of an application for copyright by or on behalf of the CONSULTANT.
- 2-9 Maintenance, Audit and Inspection of Records. The CONSULTANT shall maintain records of all staff time, staff costs and direct costs expended in performing work under this CONTRACT in an acceptable form to the CITY. The CONSULTANT shall permit the CITY and other authorized individuals to inspect and audit all data and records of the CONSULTANT relating to his performance under this CONTRACT for a period of up to three (3) years after completion of the PROJECT.
- 2-10 Hold Harmless. To the fullest extent allowed by law, CONSULTANT agrees to defend, pay in behalf of, indemnify and hold harmless the CITY, its elected and appointed officials, employees and volunteers and others working in behalf of the CITY against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees and volunteers and others working in behalf of the CITY by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this CONTRACT.
- 2-11 The CONSULTANT shall not commence work until it has obtained and delivered to the CITY the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the CITY and licensed to do business in the State of Michigan.

A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal. Failure of the CONSULTANT to maintain the required insurance shall be grounds for CONTRACT cancellation.

1. Workers' Compensation Insurance: The CONSULTANT shall procure and maintain during the life of this CONTRACT, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability Insurance: The CONSULTANT shall procure and maintain during the life of this CONTRACT, Commercial General Liability Insurance, on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

3. Motor Vehicle Liability: The CONSULTANT shall procure and maintain during the life of this CONTRACT, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

4. Professional Liability: The CONSULTANT shall procure and maintain during the life of this CONTRACT, Errors and Omissions Insurance on a "Claims Made Basis".

5. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance as described above, shall include an endorsement stating the following shall be Additional Insureds: "The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."

6. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309".

7. If any of the above coverages expire during the term of the contract, the CONSULTANT shall deliver renewal certificates, and/or policies to the City of Rochester hills at least ten (10) days prior to the expiration date.

2-12 Severability of Provisions. If any clauses, sections, provisions, or parts of this CONTRACT are held invalid or if any portion of any clause, section, provision or part of this CONTRACT is held invalid, the remainder of this CONTRACT shall not be affected thereby, if such remainder of this CONTRACT would then continue to conform to the terms and requirements of applicable law.

2-13 Documents. The CONSULTANT agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supporting data, documents and other material produced by the CONSULTANT in the course of and for the purpose of meeting this CONTRACT are the property of the CITY. Any use or reuse by the CITY or others for any purpose whatsoever shall be at the CITY's risk and full legal responsibility, without liability to the CONSULTANT.

SECTION 3 - SCOPE OF SERVICES

Provide professional services relative to the subject site and project. The detailed CONSULTANT's Scope of Services is as Exhibit A attached.

IN WITNESS WHEREOF, the City of Rochester Hills and the CONSULTANT have executed this CONTRACT as of the date first above written.

RESOURCE RECYCLING SYSTEMS, INC.

CITY OF ROCHESTER HILLS

\_\_\_\_\_  
James A. Frey, CEO

\_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

\_\_\_\_\_  
Witness, City of Rochester Hills

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Witness, City of Rochester Hills