

**AMENDED AND RESTATED  
SOLID WASTE, YARD WASTE AND RECYCLING  
COLLECTION, TRANSPORTATION AND  
DISPOSAL SERVICES CONTRACT**

THIS CONTRACT (the "Contract") is made and entered into this \_\_\_\_\_, 2013, by and between the City of Rochester Hills, a municipal corporation, with offices located at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 (hereinafter called "City") and Allied Waste Services of North America, LLC dba Allied Waste Services of Detroit North, Republic Services of Southeast Michigan, a Delaware limited liability company, with offices located at 1633 Highwood West, Pontiac, Michigan 48340, (hereafter called "Contractor").

WHEREAS, City has determined that contracting for solid waste, yard waste and recycling collection, transportation and disposal services is in the public interest;

WHEREAS, City has requested a proposal from the Contractor for the extension of the current contract to perform solid waste, yard waste and recycling collection, transportation and disposal services for the City;

WHEREAS, the proposal of the Contractor has been received and representatives of the City and the Contractor have negotiated the terms and conditions of the extension of the current contract dated December 4, 2008 (the "Original Contract");

WHEREAS, the negotiated proposal has been determined by the City to provide to City residents the best services value for the proposed costs and to be in the overall best interests of the City;

WHEREAS, the City and Contractor desire to amend and restate the Original Contract in its entirety to provide for an additional five-year term; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. Definitions. The terms used within this Contract shall be defined according to the definitions contained in Attachment A: "Definitions".
2. Contractor's Obligations. Contractor agrees to furnish solid waste, yard waste and recycling collection, transportation and disposal services to the City for the extended contract term beginning March 31, 2014 and continuing to and including March 30, 2019, unless earlier terminated. The City and the Contractor may agree to extend the Contract for an additional five (5) year term. Contractor's request for an extension shall be submitted to the City nine months prior to the current expiration date. Granting requests for contract extension shall be at the sole discretion of the City and shall not be

contestable or appealable by the Contractor. If the City agrees to accept the extension, such extension shall be approved at least six months prior to the current expiration date.

All services shall be rendered in strict conformance with this Contract, the attached Contract documents (which specify additional terms and conditions related to the furnishing of the services) and the attachments hereto, which are made a part of this Contract. The Contract Documents include the Performance and Labor and Material Bonds, Certificates of Insurance, this Contract and any supplements or changes to these documents agreed by the parties. The Contractor shall furnish all labor, vehicles, tools, equipment, materials, buildings and lands, unless otherwise specified and shall perform all of the work called for and described in the Contract Documents relating to the collection, transportation and disposal of solid waste, yard waste and recyclables in the City. Contractor shall comply with any applicable regulations promulgated by the City regarding these services.

The services to be provided by the Contractor are detailed in Attachment B: "Contractor's Service Specifications".

3. Compensation. For services satisfactorily provided under this Contract, City agrees that quarterly invoices be provided to Service Units by the Contractor in accordance with the Contractor's Service Specifications in Attachment B.
4. Furnishing of Proposed Routes; Notification of Rejected Refuse. Contractor shall adhere to the established routes and days of collection as designated by the City. Requested route changes shall be submitted in writing at least sixty (60) days in advance to the City's program manager or his designee. Contractor shall obtain final approval in writing for proposed route change from the City's program manager or his designee. Route changes shall not be unreasonably denied, except that the regular solid waste, yard waste, recyclables and bulky items/white goods collections shall be performed on the same day. Notice of route changes shall be furnished to the affected property owners by the Contractor at no expense to the City in advance of the proposed change after approval by the City. In addition, Contractor shall provide the City with prompt notice as to addresses where refuse was rejected for collection due to non-compliance with the terms of this contract.
5. Licenses. Contractor shall obtain at its own expense any licenses required by the federal, state or local governments necessary to operate the equipment and perform the work required by this contract. Employees and subcontractors of the Contractor shall be properly trained and have all licenses and endorsements required by federal, state and local laws in order to operate the equipment and vehicles utilized in the performance of this Contract.

6. Vehicles. The Contractor shall submit for approval a list of all vehicles intended to be used in providing the services required by this Contract, and once approved, shall not be changed without the approval of the City's program manager or his designee. Each vehicle shall be equipped with radio communication between vehicles and a base station. Contractor's field supervisor(s) shall have a compatible mobile telephone available at all times to communicate with the City's program manager or his designee. All vehicles and equipment utilized by the Contractor in the performance of the services under this Contract shall be kept in good repair and operating order, leak-proof, and clean and free of objectionable odors. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety and appearance and subject to approval or rejection by the City's program manager or his designee at any time. Rejected equipment must be replaced or repaired by the Contractor within a reasonable time stated by the City's program manager or his designee.
  
7. Employees. Contractor shall take reasonable precautions in the selection of its employees and subcontractors assigned to do work under this Contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor's employees shall wear approved uniforms and identification. Adequate supervision meeting the requirements of the Contract Documents shall be furnished by the Contractor over employees and subcontractors at all times while they are working within the City. Contractor agrees to reassign any employee or subcontractor who, in the reasonable judgment of the City, is violating this provision or any other provision of this Contract. No person under the age of sixteen (16) years shall be employed or engaged under this Contract. No person whose age or physical condition is such to make such person's employment dangerous to his health or safety or to the health or safety of others shall be employed under this Contract, provided that this shall not operate against the employment of physically handicapped persons otherwise employable where such persons may be safely assigned to work which they are able to perform.
  
8. Nondiscrimination Against Persons with Disabilities. Contractor agrees that it, nor its subcontractors will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of disabilities as defined in the Persons with Disabilities Civil Rights Act, that is related to such person's ability to perform the duties of a particular job or position. Any fines or penalties for violations of any laws, ordinances, or regulations relating to such matters shall be the sole responsibility of the Contractor.
  
9. Elliott-Larsen Civil Rights Act. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to such persons hire, tenure, terms, conditions or

privileges of employment or any matter directly or indirectly related to that employment because of such person's race, color, religion, national origin, ancestry, age, height, weight, gender (sex) and marital status.

10. Equipment Storage Yard and Maintenance Building. Prior to commencement of work under this Contract, Contractor shall provide evidence that an approved equipment storage yard and maintenance building is available to service the collection vehicles during the term of this Contract.
11. Complaints. All complaints made by residents regarding the collection and removal of solid waste, recyclables, yard waste/lawn debris or bulky items/white goods shall be received and investigated by the Contractor. A written report of the resolution of such complaint shall be returned to the City within twenty-four (24) hours. Complaints shall be resolved on a daily basis. If the City determines the Contractor is at fault and the complaint justified, the Contractor shall at its own expense take remedial action acceptable and satisfactory to the City.
12. Compliance with Applicable Laws. Contractor, its employees and agents shall, during the term of this Contract, comply with all applicable federal, state and local laws, rules, regulations or orders pertaining to the activities and work which is the subject of this Contract.

The Contractor shall pay all Federal, State and local taxes including, but not limited to property taxes, sales taxes, social security taxes, income taxes and fees, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this Contract, provided that Contractor may pass through certain costs increases to adjust for the following: (1) increases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Oakland County, Michigan resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations with respect to taxes, fees or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of this Contract and (2) exceptions otherwise noted. Also, Contractor shall pass through certain cost decreases to adjust for decreases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Oakland County, Michigan resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations with respect to taxes, fees or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of this Contract.

13. Compliance with Environmental Laws. Contractor, its employees, subcontractors and agents shall, during the term of this Contract, comply with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment

including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Toxic Substances Act of 1976, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act of 1966, as amended, the National Environmental Policy Acts of 1975, the Natural Resources and Environmental Protection Acts, and all rules, regulations and guidance documents promulgated or published thereunder, and any federal, state, regional, county or local statutes, laws, rules, regulations or ordinances relating to public health, safety or the environment.

14. Disposal Site. The Contractor shall dispose of all solid waste, yard waste or recyclables collected at an appropriate location determined by the Contractor and approved by the City in compliance with all applicable laws.
15. Waiver/Indemnity.
  - a. Responsibility for Waste. Contractor shall be responsible for waste after it is loaded into the Contractor's collection vehicles. Except as set forth below, title to waste shall pass to the Contractor when placed in Contractor's collection vehicle. The waste collected by Contractor pursuant to this Contract shall not include Excluded Waste. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.
  - b. Waiver. The Contractor for itself, its successors and assigns further releases, waives, discharges and covenants not to sue the City, its officers, employees, agents and elected officials, successors and assigns from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorney's fees and including claims for injury or death (collectively, "Losses"), on account of injury to the person or equipment of the Contractor resulting directly or indirectly from the performance of the work above referred to, however caused, including but not limited to, the negligence of the City. The foregoing waiver shall not apply to any Losses to the extent that the City generates and tenders Excluded Waste to the Contractor.
  - c. Indemnity. To the fullest extent permitted by law, Contractor expressly agrees to indemnify, defend and hold the City harmless against all Losses, arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from Contractor's performance of this

Contract or collection, transportation or disposal of materials, based upon any negligent act or omission of Contractor or any employee, subcontractor or other person acting on Contractor's behalf (collectively, the "Contractor Parties") in connection with or incident to this Contract or the work to be performed by the Contractor Parties hereunder, or for any breach by the Contractor of its obligations pursuant to this Contract.

Contractor's obligation to indemnify, hold harmless and defend the City shall survive the expiration or termination of this Contract. By entering this Contract, the parties do not waive any immunities provided by law.

16. Insurance Requirements. The Contractor shall secure and keep in force during the entire term of this Contract, and any renewal or extension, the insurance coverages specified below. The Contractor shall not commence work under this Contract until it has obtained the insurance required under this action. All coverages and bonds shall be with insurance carriers licensed or admitted to do business in Michigan and reasonably acceptable to the City. If any insurance is written with a deductible or self-insured retention, the Contractor shall be solely responsible for the deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be construed to be fulfillment of the Contractor's indemnification obligation to the City.
  - a. Worker's Compensation Insurance. The Contractor shall procure and maintain during the term of this Contract Worker's Compensation Insurance and Employer's Liability Insurance in accordance with all applicable statutes of the State of Michigan.
  - b. Commercial General Liability Insurance. The Contractor 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 \$5,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
    - (1) Contractual Liability
    - (2) Products and Completed Operations with limits not less than \$5,000,000
    - (3) Independent Contractors Coverage
    - (4) Broad Form General Liability Extensions or equivalent
  - c. Motor Vehicle Liability Insurance. The Contractor shall procure and maintain during the life of this Contract, Motor Vehicle Liability Insurance including Michigan No-Fault Coverages for all vehicles used in the performance of this Contract. The Limits of Liability shall not be less

than \$5,000,000 per accident combined single limit Bodily Injury and Property Damage.

- d. Pollution Liability Insurance. The Contractor shall obtain coverage for the duration of this Contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site cleanup costs and cover gradual and sudden pollution. Limits of liability shall not be less than \$5,000,000 per incident or aggregate combined single limit Bodily Injury and Property Damage.
  - e. Additional Insured. Commercial General Liability, Motor Vehicle Liability and Pollution Insurance shall include an endorsement stating: “It is understood and agreed that 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.
  - f. Cancellation Notice. Workers Compensation Insurance, Commercial General Liability Insurance, Pollution and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “ “Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”
    - a. Self Insurance. The City reserves the right to waive the insurance requirements set forth in this Contract if the Contractor provides evidence on an annual basis of an established self-insurance program satisfactory to the City protecting against liabilities required to be assumed by Contractor under this Contract. The Contractor must maintain a self-insurance program satisfactory to the City or secure and maintain the insurance set forth in this Contract during the entire term of this Contract.
17. Proof of Insurance. The Contractor shall provide the City at the time this Contracts is returned for execution, a Certificate of Insurance evidencing the required coverages and endorsements.

18. Performance Guarantee.
- a. Performance Bond. The Contractor shall furnish at its own expense prior to execution of this Contract, a performance bond in the amount of \$500,000.
  - b. Labor and Materials Bond. The Contractor shall furnish at its own expense prior to execution of this Contract, a labor and materials payment bond in the amount of \$500,000.
  - c. Form of Bonds. All bonds shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan and acceptable to the City.
  - d. Default. Should the Contractor fail, neglect or refuse to perform its duties under this Contract or shall otherwise be in default under the terms of the Contract, the City may immediately notify the bonding company . Due to the nature of the services being provided under this Contract, the City may take whatever steps necessary to dispose of refuse until the surety provides an acceptable alternative. All costs incurred by the City due to the default of the Contractor, including attorney fees, shall be paid to the City by the bonding company based upon invoices submitted by the City on a monthly basis. The cost so incurred by the City shall be paid by the bonding company for the remaining period of this Contract from the date of default.
19. Full Parent Guarantee. The Contractor shall provide an executed Full Parent Guarantee to the City in the form included herein, as a condition precedent to the performance of work and receipt of compensation as provided for in this Contract.
20. Default/Termination. Except in the case of repeated defaults, the City shall provide written notice to the Contractor specifying the failure in order to give the Contractor an opportunity to cure the default. The City may terminate this Contract prior to its expiration date upon twenty-four (24) hours written notice to the Contractor upon the occurrence of any of the following events of default:
- a. The failure by the Contractor to fulfill its obligations in a timely and proper manner in accordance with this Contract.
  - b. The failure by the Contractor to perform any material covenants, agreements, terms or obligations set forth in this Contract.
  - c. The Contractor ceases conducting business in a normal course by reason of insolvency or bankruptcy, whether voluntary or involuntary.



- d. The Contractor assigning, delegating or subcontracting this Contract without the prior written consent of the City in violation of Section 23 of this Contract.
- e. The City suspends its involvement in solid waste, yard waste and recyclables collection, transportation and disposal services.

The City shall provide written notice to the Contractor specifying the default. The Contractor shall have twenty-four (24) hours to cure the failure. Further, if the Contractor promptly undertakes reasonable actions to cure the failure and diligently pursues same to completion to the satisfaction of the City, there shall be no default, unless the Contractor defaults in its performance on a repeated basis. In such event, the City may terminate this Contract without written notice and opportunity to cure.

After the event of a default, which is not cured by Contractor as provided above, the City thereafter may terminate this Contract by written notice of termination by City sent by certified mail, return receipt requested, to the Contractor. Upon such termination, the City may, in its discretion, instruct the Contractor to continue performance of this Contract for a period up to an additional sixty (60) days after termination, in order to facilitate the City's use of a replacement contractor. If the City utilizes the Contractor for these additional services, it shall pay the Contractor at the rates provided for in the Contract.

After the event of a default which is not cured by Contractor as provided as above, upon the occurrence of a default, the Contractor shall be liable to the City for any damages the City sustains by virtue of the Contractor's breach, and any reasonable costs the City incurs enforcing or attempting to enforce this Contract, including reasonable attorney fees. The City may cause to be withheld any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined by law or equity, provided the City promptly pursues said determination. It is expressly understood that the Contractor will remain liable for the above damages and costs the City sustains in excess of any set-offs.

In addition to any other available remedies, the City may assess the following financial charges for the violations set forth below in addition to any other remedies available with respect to such defaults:

1. Failure to clean up spilled refuse, or wash down a street as requested by the City to eliminate objectionable odors, \$25.00 for each instance

2. Failure to clean vehicle, conveyances, containers, docks, yards, shops and other equipment as provided in the specifications, \$50.00 for each instance
3. Failure to complete all routine pickups by 7:00 p.m. on the scheduled day, \$100.00 for each failure or neglect of repeated instance at same site.
4. Failure to collect solid waste, recyclables and yard waste within 24 hours after notification of a complaint, \$100.00 for each failure or neglect of repeated instance at same site.
5. Using vehicles assigned to the performance of this Contract to make private collections, except that Contractor may use vehicles for other collections on days other than City collection days, \$500.00 for each instance.
6. Commingling refuse from private collections with City refuse in vehicles assigned to the performance of this Contract, \$500.00 for each instance.
7. Failure to maintain vehicles in operable condition and acceptable appearance after inspection and notice by City, \$500.00 for each instance.

The charges provided herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. In the event the Contractor does default or otherwise abandon the project, the City reserves the right to collect from the Contractor or its surety, in addition to the charges, the actual damages incurred by the City as a result of the default or abandonment.

Whenever a fee or charge is assessed pursuant to these subparagraphs, the City may deduct such charges from any amounts due the Contractor in any succeeding month or invoice the Contractor. The Contractor shall provide payment to the City within ten (10) days of the date of the invoice. Upon written request by the Contractor, the City shall furnish the Contractor with the details of the incident-giving rise to the fee(s) or charge(s).

21. Termination. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and this Contract shall automatically terminate on the last day of the current fiscal period without penalty or expense to the City.
22. Construction of Contract. To the extent a provision of this Contract conflicts with a term, provision or condition contained in Section 1 of this contract, the specific contract provision in this Contract shall take precedence over, govern and control the intent of the parties and shall supersede such other provisions contained in Section 1. To the extent a provision of this Contract conflicts with a term, provision or condition contained in the specifications, the specific provision in this Contract shall take precedence and control. This Contract supersedes in its

entirety the Original Contract except for indemnification or insurance provisions that by their nature survive termination.

23. Assignment. This Contract shall not be assigned, delegated or subcontracted by the Contractor without the prior written consent of the City, which consent shall not be unreasonably withheld. For purposes of this Contract, a transfer of more than ten (10%) percent of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty (50%) percent of the assets of Contractor to any person without the prior written consent of the City shall be considered to be an assignment. Notwithstanding anything to the contrary in this Contract, the City's consent will not be required if the ultimate parent of Contractor is merged with and into another entity or if Contractor assigns this Contract to an Affiliate of Contractor. "Affiliate" shall mean, with respect to Contractor, any other entity that directly, or indirectly through one or more intermediaries controls, is controlled by, or is under common control with Contractor.
24. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties.
25. Modification. This Contract, or any terms hereof, may be changed, waived, discharged or terminated, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.
26. Cumulative Remedies. No right, power or remedy conferred upon or reserved to the City under this Contract is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or now or hereafter existing at law or in equity or by statute.
27. Governing Law. This Contract is made in and shall be governed by the laws of the State of Michigan.
28. Uncontrollable Event. Except for the City's obligation to pay amounts due under this Contract, any failure or delay in performance under this Contract by either party due to an Uncontrollable Event shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.
29. Contractor's Property. Except as otherwise provided in Section 4 of the Contractor's Services Specifications, all bins, carts, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. The City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

30. Ineligibility of Iran Linked Businesses. The Contractor certifies on behalf of the Contractor that Contractor is not an "Iran Linked Business," as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals the day and year first above written.

WITNESSES:

CITY OF ROCHESTER HILLS, a  
Michigan municipal corporation (City)

\_\_\_\_\_

By: \_\_\_\_\_  
Bryan K. Barnett, Mayor

\_\_\_\_\_

WITNESSES:

CONTRACTOR

ALLIED WASTE SERVICES OF NORTH  
AMERICA, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Scott Cabauatan  
Municipal Services Manager

\_\_\_\_\_

**ATTACHMENT A**  
**DEFINITIONS**

1. Definitions

Words that are used herein as defined terms shall, unless the context clearly requires otherwise, have the meanings set forth below (even if such terms are not capitalized).

“Act” mean Act No. 179 of the Michigan Public Acts of 1947 (MCL 123.305 et.seq.).

“Affiliate” means any parent, subsidiary, or any other entity controlling, controlled by, or under common control of the Contractor.

“Applicable Laws” means any Permits, licenses and approvals issued for or with respect to the Facilities (or any component or operation thereof) and/or issued for or with respect to the performance of obligations in this Contract, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation or standards, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the City, the Contractor and/or the Facilities (or any portion thereof, or the performance by a party of its obligations hereunder.

“Basic Services” means basic services described in Contractor’s Service Specifications.

“Billing Period” shall be a standard calendar 3-month period or quarter of a year.

“Billing Year” means a twelve-month period.

“Bulky Waste/White Goods” shall include, but not be limited to, fixtures and furniture, storm doors and windows, bicycles, bed frames, exercise equipment, grills, metal, lawn mowers, shelving, metal fencing, plumbing pipe, garage doors, garage door runners, metal desks, file cabinets, barbells, metal playground equipment, audio/visual carts, aluminum siding, screen doors, car doors, small metal sheds, furnaces, toilets, wheelbarrows, tubs, ladders, sinks, carpets and pads, small quantities of building debris resulting from repair or remodeling personally done by the home occupant, and white goods, such as water heaters, water softeners, water tanks, washers, dryers, stoves, air conditioners, refrigerators and freezers. Exceptions include 8’ metal fence posts and railroad ties.

“Change in Law” means any act, statute, rule, ordinance or legislative action promulgated after the Contract Date whose compliance therewith materially increases the costs of performing the services required under the Contract.

“City” means the City of Rochester Hills, Oakland County, Michigan.

“City Designated Disposal Capacity” means the primary and backup landfills identified by the Contractor.

“Compost Facility” means a facility that meets the requirements of the State of Michigan, Department of Environmental Quality.

“Contract” The agreement covering the performance of the work hereinafter defined, and payments therefore including the executed Contract, Contract Bond, Insurance and Specifications; all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

“Contract Date” means the date that is embodied in the preamble to this Contract.

“Contract Documents” means this Contract and supplementary documents:

- Addendums
- Contractor’s Complete Proposal and supplementary documents
- Bonds
- Insurance Certificates
- Attachments

“Contract Waste” means the materials that Contractor is responsible to collect under this Contract; namely Trash (including Bulky Waste/White Goods), Recyclables and Yard Waste.

“Contract Year” means a Billing Year, the twelve-month period commencing on March 30, 2014 and ending on March 30, 2015.

“Contractor” - the party herein contracting to perform the work covered by this Contract; or any part of it, the successors or assigns, or duly authorized agents or legal representatives.

“Contractor Fault” means any breach, failure, non-performance or non-compliance by the Contractor with the terms and conditions of this Contract or the terms of any Permits, licenses or approvals applicable to the Facility, or any negligence or willful act or omission of any officer, agent, employee, contractor, subcontractor or independent consultant or contractor of the Contractor which prevents or delays the Contractor from performing its obligations under the terms of this Contract or which increases the cost of such performance or limits or impairs the ability of the City to receive any

benefits or any right under this Contract.

“County” means Oakland County, Michigan, and its successors and assigns.

“Default” means the non-performance or mal-performance of the Contractor under the terms of this Contract.

“Designated Services” means any Basic Service or Optional Service that the Contractor is authorized by the City to provide under the terms of this Contract.

“Designated Service Area” means the geographic area that the Contractor is authorized by the City to provide Basic Service or Optional Service within under the terms of this Contract.

“DEQ” or “the Department” means the Michigan Department of Environmental Quality, or any successor thereof, including any agency or Department to which the powers of the Department of Environmental Quality shall be transferred.

“Disposal” means the burial of Trash at a Disposal Facility.

“Disposal Facility (ies)” means the sanitary landfill or other solid waste facility that will ultimately be utilized for the disposal of Trash, licensed by the State of Michigan Department of Environmental Quality provided by the Contractor and designated by the City as their City Designated Disposal Capacity.

“Disposal Services” means the services required to be performed by a Contractor pursuant to another Contract and the specifications in connection with the final disposal of the Trash handled at the Facility.

“Dispute” means any controversy between the parties with respect to the interpretation or application of any provision of the Contract or the performance by Contractor of the City of their respective obligations hereunder, or otherwise arising out of the Contract.

“Effective Date” means March 30, 2014.

“Environmental Laws” means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including without limitation, ambient air, surface water, ground water, land or subsurface strata) and/or

relating to the handling, treatment, transportation or disposal of waste, substances or materials.

“Excluded Waste” means any Unacceptable Waste, hazardous materials, waste or substances; toxic substances, waste or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws or regulations.

“Facilities” means transfer stations, disposal or compost facilities and/or any other building or site that is mutually-agreed on for the provision of services under this contract.

“Facility” means transfer station.

“Government Approvals” means all licenses, permits and approvals required from any Government Body for the performance of the Contractor under this Contract.

“Governmental Body” means, as appropriate, any one or several of any Court of competent jurisdiction, the United States of America, the State of Michigan and/or any state in which the Facilities are located or which validly exerts appropriate jurisdiction over the Contractor or its activities relating to the Facilities; or any agency, authority, regulatory body or subdivision or any of the above as may have jurisdiction over or power and authority to regulate the Contractor and/or the transfer, transportation and disposal/processing of Contract Waste, including any local or county unit of government.

“Guarantor” means either a joint venture partner or other similar entity, who expressly assumes joint and several liability for the Contractor, or other entity serving as Guarantor and which in each case guarantees performance of the obligations of the contractor under the terms of this Contract.

“Hazardous Waste” means a hazardous waste as defined in RCRA.

“Household Hazardous Waste” means any Solid Waste generated in Single-Family and Multi-Family dwellings by a consumer, which except for the exclusion provided in 40 CFR 261.4(b)(1), would be classified as a Hazardous Waste under 40 CFR, Part 261.

“Initial Term” means the initial five-year (5) period of the Contract from the Start Date.

“Landfill” or “Landfills” means any and all portions of the landfill(s) that are designated as a Disposal Facility.



“MDEQ” means the Michigan Department of Environmental Quality, which is the State of Michigan’s designated regulatory authority concerning solid waste regulations.

“MRF” means the Materials Recovery Facility.

“Monthly Service Charge” means an amount equal to the compensation to be charged under the Contract during a month.

“Most Favored Nation” means the adjustment to Contractor’s pricing described in Attachment B.

“Operator” means any Person owning or operating a transfer station, landfill, processing or recycling center, incinerator or any similar solid waste disposal facility.

“Optional Services” means the optional services specified in Attachment B, Contractor’s Service Specifications.

“Permits” means the applicable approvals, authorizations, certifications, licenses and Permits issued by federal, State or local governmental authorities required for the operation and maintenance of the Facility.

“Person” means any and all persons, natural or artificial, including any individual, firm or association, business trust, partnership, joint venture (provided, however, that as to any business trust, partnership or joint venture in which any federal government corporation has direct, equitable or beneficial ownership, such business trust, partnership or joint venture shall not be included in the definition of “person”), municipality, and public, municipal, nonprofit or private corporation organized or existing under the laws of this State or any state, and any governmental agency or county of this State and any Department, agency or instrumentality of the executive, legislative and judicial branches of the federal government.

“Plan” means the Solid Waste Management Plan approved June 15, 2000 by the Oakland County Board of Commissioners pursuant to the provisions of the Solid Waste Act, relating to the collection and disposal of solid waste generated within the geographic boundaries of the County, as the same has been previously amended and supplemented and as may be further amended and/or supplemented from time to time.

“RCRA” means Resource Conservation and Recovery Act of 1976, 42 USC, 6901 et seq, as amended.

“Recyclables Materials” or “Recyclables” means those materials which would otherwise become Trash and which may be collected, separated or processed

and returned to the economic mainstream in the form of raw materials or products that are acceptable materials at the MRF.

“Residential Unit” Any individual living unit in a single family dwelling intended for or capable of being utilized for residential living. Residential Unit does not include an individual living unit in a hotel or motel, guesthouse, residential care facility, extended care facility, sorority or fraternity house, school, dormitory, residential service facility, emergency residential shelter, hospital, convent or monastery that would be defined as a commercial establishment as defined by municipal code.

“Schedule” means any exhibit, attachment, form, schedule or annex, which is attached to, incorporated in, or made apart of this Contract.

“Senior” means at least one homeowner and resident of a Residential Unit over the age of 65 years old.

“Service District” or “Service Area” means any geographic area that the Contractor is authorized by the City to provide service within the terms of this contract.

“Service Unit” or “Service Recipient” means any Residential Unit in the Service District eligible to receive the Designated Services under the terms of this Contract.

“Service Unit Count” means the number of Service Units eligible to receive a specific Designated Service to be used for billing purposes by the Contractor as determined by the Service Unit Count audit.

“Solid Waste Act” means Public Act 641 of 1978 (Act 641) of the State of Michigan and the acts amendatory thereof and supplemental thereto.

“Solid Waste Management Plan” means Oakland County Solid Waste Management Plan approved June 15, 2000 and future amendments.

“Start Date” means the date that the Contractor shall commence provision of the Combined Services. Unless otherwise notified in writing by the City, the start Date is expected to occur on March 30, 2014.

“State” mean the State of Michigan.

“Subcontractor” means a person, firm or corporation other than a Contractor, supplying labor and equipment for work covered by this Contract.

“Supervisor” means the manager responsible for the Contractor as set forth in Attachment B of this Contract.

“Surety” means any person, firm or corporation that has executed as Surety, the Contractor’s performance and payment bonds security the Contract.

“Term” means the length of the Amended and Restated Contract, which is intended to be one five-year (5) increment followed by an additional five-year (5) increment if requested by the Contractor and approved by the City, in its sole discretion.

“Ton” means a short ton of 2,000 pounds.

“Trash” or “Refuse” means those solid waste as set forth in Michigan Public Act 641 which are acceptable for disposal in a Type II sanitary landfill and shall not include any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including but not limited to, municipal solid waste incinerator ash) or Hazardous Waste.

“Unacceptable Waste” means any material that is not Contract Waste.

“Uncontrollable Circumstance” means any act, event or condition occurring on or after the Contract Date that has had, or may reasonably be expected to have, a material and adverse effect (for this purpose, any act, event or condition or the costs of which are the result of the willful or negligent action or inaction of a party shall not be deemed to have a material and adverse effect) on a right or an obligation of either or both of the City or the Contractor under this Contract if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include the following:

- a. An act of God, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the Facilities;
- b. The suspension, termination, interruption, denial or failure of renewal or continuation of any permit, license, consent, authorization or approval required for the provision of services; provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;
- c. The loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power other than

that generated by the Facilities, necessary for operation of the Facilities if such loss or inability is not the result of the willful or negligent action or inaction of the Contractor; and

- d. A public or private labor dispute relating to the collection of Contract Waste which involves persons other than those working for (or on behalf of) the Contractor or any affiliate or subcontractor hired by the Contractor, which prevents the delivery of Contract Waste to the Facilities.

The occurrence of an Uncontrollable Circumstance shall only suspend the obligations of the parties hereto to perform their respective obligations hereunder to the extent that such performance is impaired or prevented as a direct result of such occurrence.

“Unit” means any dwelling that is to be provided service under this Contract, i.e. Service Unit.

“White Goods” means metal residential appliances, including but not limited to, water heaters, washers, dryers, stoves, air conditioners and refrigerators.

“Yard Waste” means compostable materials such as leaves, grass clippings, vegetable or other garden debris, shrubbery, brush or tree trimmings less than 4 feet in length and 3 inches in diameter, that can be converted to compost humus. The term excludes agricultural waste, animal waste, roots, sewage sludge, stumps and treated wood.

#### Terms Generally

Whenever the context may require, any pronoun which is used in this Contract shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise noted, the words “include,” “includes,” and “including” which are used in this Contract shall be deemed to be followed by the phrase “without limitation.” The words “agree,” “Contracts,” “approval,” and “consent” which are used in this Contract shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed” except as may otherwise be specified.

## Attachment B

### CONTRACTOR'S SERVICE SPECIFICATIONS

#### 1. General Specifications:

- a. Scope of Work: Contractor shall acquire at its own cost and expense all necessary labor, materials, machinery, equipment, rolling stock, fuel, tires, tools, spare parts, insurance, bonds and other equipment necessary or appropriate for performing the Trash, Recyclables and Yard Waste collection services for the City of Rochester Hills. Contractor will begin the requested service for collection on March 30, 2014.
  - i. Contractor shall deliver all trash to a lawful Disposal Facility.
  - ii. Contractor shall deliver all Recyclables to a lawful MRF.
  - iii. Contractor shall deliver all Yard Waste to a lawful Compost Facility.
- b. Contractor Responsibility for Conditions of Work: Contractor is responsible for making its own independent investigation into the conditions of the work, regarding the provisions of collection services and shall determine to Contractor's satisfaction the conditions to be encountered, the nature of the work and all other factors affecting the work under this Contract.
- c. Permits: Contractor is responsible for obtaining and being responsible for any and all federal, state, county or local permits as are required to satisfy building, health and environmental statutes and rules and ordinances as may pertain to the selection, installation and/or operation of mobile or fixed equipment.
- d. Employee Qualification, Payment and Accident Prevention: All persons employed by Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times.

Contractor is responsible, for payment to its employees in accordance with all local, state and federal requirements. The City will be held harmless and indemnified from any claims whatsoever arising out of any non-payment dispute or issue.

Precaution shall be exercised at all times for the protection of persons, including employees and property and hazardous conditions shall be guarded against or eliminated.

Contractor shall employ only competent and trustworthy workers, including reliable drivers and route supervisors. Contractor will be solely responsible for any traffic tickets incurred by Contractor's drivers. Should the City at any time give notice to Contractor that the work or behavior on the job of Contractor's employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper order or in any way a detriment to the satisfactory progress of the work, such employee shall forthwith be removed from any and all work associated with this Contract.

- e. General Services Standards: Contractor is to perform all work as provided for in this Contract and deliver all trash, recyclables and yard waste to facilities identified in this document. The work to be done by Contractor shall include the furnishing of all labor, supervision, equipment, materials, supplies, insurance, bonds and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not. The work to be done by Contractor shall be accomplished in a thorough and professional manner so that the residents of the City are provided reliable, safe, courteous and high-quality collection services at all times.

Contractor shall provide complete service for all routes within the Designated Service Area each day as scheduled. All collection will be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Thursday (or Friday during a holiday week). Contractor shall develop routes that specify the order in which accounts receive service on each collection day. Any change in routes will be communicated individually and in advance to Service Units after review and approval by the City. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Contractor shall use commercially reasonable efforts to empty all vehicles of materials collected on the same day of collection.

- i. Care of Public and Private Property: City shall refer complaints about damage to private or public property to Contractor. Contractor shall pay for or repair all damage to public and private property caused by its employees.
- ii. Private Driveways: Contractor shall not be required to enter private driveways. However, the owner of a Unit may arrange for

such services directly with Contractor. Any cost associated with such service is excluded from any charges under the Contract, and is a matter between the owner of the Unit and Contractor.

- iii. Handicap/Back-door Pickups: There are residential Units on the collection routes that are occupied by individuals who have been determined by the City to be unable to move Contract Waste to the curb. These locations will require back-door service by Contractor as part of the regularly scheduled collection required by the Contract and not as a separate pay item. Contractor will be required to bring the containers to the curb and return the container to the back door.
- iv. Cart Care and Replacement: Contractor shall exercise reasonable care and diligence in handling carts. The City requires residents to utilize and maintain the trash and recycling carts and Contractor must exercise due care in preventing damage to carts, thereto, and shall return all carts to an upright position with lids replaced thereon. In the event that Contractor damages a cart(s), Contractor shall be responsible for replacing said cart(s) with one of equivalent value at Contractor's expense within 24 hours (excluding Saturdays and Sundays).
- v. Litter Abatement: Contractor shall use due care to prevent materials from being spilled or scattered during the collection process. If materials of any kinds are spilled during collection/transportation, Contractor shall promptly clean-up all spilled materials. Each vehicle shall carry all necessary equipment at all times for this purpose.
- vi. Hours of Service: Collection and transport of materials under this Contract may occur only between the hours of 7:00 a.m. and 7:00 p.m. Exception may be requested for variances to these normal hours of operations when special or unforeseen incidents occur. Collection on Saturdays or Sundays shall not be allowed unless otherwise approved by the City.
- vii. Storms and Other Disasters: In case of a storm or other disaster, City may grant Contractor reasonable variances from regular schedules and routes. As soon as practicable after such storm or disaster, Contractor shall advise City of the estimated time required before regular schedules and routes can be resumed.
- viii. Holidays: No collection will be allowed on holidays (i.e., New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day). Collection will be delayed a day and

Friday used, when needed.

ix. Noise: All collection and transport equipment operations shall be conducted as quietly as practical and shall conform to applicable federal, State, County and respective local noise level regulations.

x. Infrastructure Renovation and Service Disruption: Periodically, major renovation is necessary to maintain the infrastructure of the City. This includes such activities as replacing, gas, water and sewer lines, surfacing or resurfacing streets and replacing wiring for telephone, electricity or cable telephone. If the City is notified in advance of these activities, the City will notify Contractor. However, work will be initiated without prior notification. Alternate services must be provided by Contractor during this period of disruption. No additional fees shall be payable for services provided under these conditions.

f. Contractor's Vehicle and Equipment Standards: Contractor shall be responsible for providing a fleet of collection vehicles and equipment of such type and in such quantity and capacity to efficiently fulfill its obligations under this Contract. Contractor shall also be responsible for the operation, maintenance, fuel, tires, insurance, bonds, traffic tickets and repair of all such vehicles and equipment in a manner sufficient to ensure that such vehicles and equipment are capable of providing all of the required services as set forth in this Contract. Contractor shall have available on collection days sufficient back-up vehicles for each type of collection vehicles used to respond to complaints and emergencies. Contractor shall be directly responsible for any moving violations associated with their equipment, issued by any jurisdiction or entity with authority to do so.

Vehicles shall be maintained to State of Michigan D.O.T. standards. City shall inspect all vehicles to be used in servicing this Contract before services commence each year of the Contract in accordance with City ordinance. The City shall notify Contractor of the failure of any vehicle to meet a requirement of the inspection.

i. Specifications: All vehicles used by Contractor in providing collection of materials under the Contract shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that gross vehicle weight of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the highways and roads of the City.



- ii. Vehicle Identification: Contractor's name, local telephone number and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 ½) inches high. Vehicles utilized for collection within the City shall be clearly identified as "Republic Services."
- iii. Equipment Inventory: In addition to the above requested information, Contractor shall furnish City a written inventory of all vehicles used in providing service, and shall update the inventory when changes are made or annually, whichever is more frequent. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type and capacity.
- iv. Cleaning and Maintenance: Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of materials under the Contract shall be thoroughly washed on a regular basis so as to present a clean appearance.
- v. Vehicle Inspection: The City may inspect vehicles at any time to determine compliance with these requirements.
- vi. Vehicle Maintenance: Contractor shall inspect each vehicle and complete a report daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and nature of repair and shall make such records available to the City upon request.
- vii. Vehicle Repair and Replacement: Contractor shall repair or replace all of its vehicles and equipment for which repairs are needed because of accident breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage and nature of repair. Reasonable reports shall be available to the City upon request.
- viii. Vehicle Storage: Contractor shall arrange to store all vehicles and other equipment in safe and secure locations(s), where applicable, in accordance with applicable laws and ordinances.

- g. Contractor's Personnel Standards: Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner.
- i. Driver Qualifications: All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Drivers License of the appropriate class, issued by the Michigan Department of Automotive Regulation.
  - ii. Driver Training: Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of materials under this Contract. Contractor shall train its employees in trash, recyclables and yard waste collection protocol to identify and not collection hazardous waste or other prohibited wastes. Training shall include customer relations communication skills to assure quality interactions with City residents in the performance of Contract Services.
  - iii. Driver Ethics: Contractor shall not, nor shall it permit its employees to, demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract.
  - iv. Driver Appearance and Behavior: Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy and prohibit the use of loud or profane language and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measure.
  - v. Field Supervisors: Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during Contractor's hours of operation to handle calls and complaints from the City or to follow up on problems and inspect Contractor's operations.
  - vi. Driver Uniforms: Employees shall wear protective equipment at all times including shirts with company logo and have company identification available on request.

vii. Driver Training in the City's Program: Contractor will train its employees as to the collection rules and regulations of the City's Program being serviced under this Contract. Contractor employees will leave notices of improper set-out when applicable.

2. **Basic Service Specifications**: Contractor shall maintain a high level of trash, recyclables and yard waste collection services. Contract waste shall be collected from carts provided by Contractor. Contractor shall collect and transport all trash, recyclables and yard waste which the resident may desire to have removed and for which the City has authorized Contractor to so collect and transport for the price herein.

a. Trash Collection: Contractor shall collect trash placed at the curb by eligible services units within the designated service area on a weekly basis, 52 weeks per year. The collection of trash shall be coordinated with other collection services so that all occur on the same day of the week. Such collection shall not be deemed a separate pay item.

i. Residential Trash Set Out and Collection Requirements: Contractor shall collect trash placed at the curb by eligible service units in compliance with this Contract, which generally allows placement and automated in 95 gallon carts. This service will include Handicap/Back-door Pickups. Unless the City directs otherwise, trash placed in plastic bags or other types of watertight containers shall be considered part of the trash and shall be collected. Articles that cannot be conveniently placed in carts, if within the weight and size limitations of this Contract, must be handled individually by Contractor.

Generally, Contractor shall not be required to collect the contents of any non-mechanical container if the container and its contents weigh over 50 pounds. Contractor is not required to collect trash over 50 pounds, except bulky waste items.

ii. Residential Bulky Waste/White Goods: shall be included in curbside residential trash pick-up and not as a separate pay item. Contractor shall pick up Bulky Waste once a month on the same day as regular trash collection. Contractor shall deposit in the same truck or separate truck(s) if necessary all bulky waste as defined herein, including but not limited to: fixtures and furniture, storm doors and windows, bicycles, bed frames, exercise equipment, grills, metal, lawn mowers, shelving, furnaces, toilets, wheelbarrows, tubs, ladders, sinks, carpets and pads, railroad ties and fence posts or fences not exceeding 3' x 4 in dimension and small quantities of building debris resulting from repair or remodeling personally done by the home occupant, which have

been placed at the curb properly tied or bundled in lengths of not more than five feet. Service units shall be responsible for notifying the Contractor at least 24 hours in advance of the need for Bulky Waste/White Goods collection.

White goods shall include, but not be limited to, residential appliances such as water heaters, water softeners, water tanks, washers, dryers, stoves, air conditioners, refrigerators and freezers.

Contractor shall be responsible for complying with all applicable laws and regulations concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act, which prohibits the venting of refrigerants into the atmosphere. It shall be Contractor's responsibility to haul materials and to insure that Freon-contained materials, that are not tagged, are delivered to a designated facility for proper removal.

- iii City Owned Buildings/Facility: City will require collection of trash from containers designated for City-owned buildings as defined in Attachment D. These Service Units shall not be treated as separate pay items. Contractor shall provide all containers needed for these services, which will adequately meet the waste containment needs generated at each facility.
- iv. Dumpsters for Festival of the Hills: City will require dumpsters, collection and disposal for its Festival of the Hills event. These services shall not be treated as a separate pay item. Contractor shall provide all dumpsters needed for the event, which will adequately meet the waste containment needs generated by the event.
- v. Disposal of Animal Carcasses and Street Sweeping Debris: City will require the disposal of animal carcasses and street sweeping debris at Oakland Heights disposal site. These services shall not be treated as a separate pay item.
- vi. Improperly Set Out Trash: Contractor shall affix to non-conforming containers or loose trash a sticker or tag approved by the City stating the reason for the non-collection and notify the City if collection is not made. Should the City determine the Trash to be collectible, Contractor shall promptly return to the site and shall collect the Trash at Contractor's expense.

- b. Single Stream Recyclables Collection: Contractor shall collect Single Stream Recyclables placed at the curb by Service Units within the Designated Service Area, on a weekly basis, 52 weeks per year. The collection of Single-Stream Recyclables shall be coordinated with other collection services so that all occur on the same day of the week. The Single Stream Recyclables will have been prepared by Service Units in compliance with the Single Stream Recyclables guidelines included herein as Attachment E. Contractor shall continue to add to the list of Acceptable Recyclables identified in the Single Stream Recyclables guidelines to maximize the list to match the list of acceptable materials received at MFRs in the region. Contractor shall deliver all Single-Stream Recyclables collected to a lawful MRF for recycling in order to meet the intent of this section to maximize recycling opportunities for City residents.
- i. Residential Single-Stream Recyclables Set Out and Collection Requirements: Contractor shall collect, not as a separate pay unit, Single-Stream Recyclables placed at the curb by eligible service units using carts provided by Contractor. This service will include Handicap/Back-door Pickups. No Recyclables container shall weight more than 50 pounds. In the event the service recipient produces more Single-Stream Recyclables than can fit in a single cart, Contractor shall collect such excess Single Stream Recyclables set out beside the cart in an additional container or placed beside the cart.
- ii. Curbside Recyclables Service Units: To encourage recycling, Contractor shall provide a full service program of RecycleBank Reward Incentives (the “RecycleBank Program”) to the City and its residents, including but not limited to provision of RFID tagged rolling carts, a database of RFID carts and the recipient addresses provided to the City and updated quarterly, a route based community incentive system, local business recruitment for the reward system, an on-line customer management system with online reporting., a community outreach and education program prior to roll-out, outfitting of Contractor’s truck with all required data receiving, recording and transmitting equipment and all other features identified as part of the RecycleBank Program as provided for in Contractor’s proposal. These services will not be a separate pay item.
- iii. City Owned Buildings/Facility: The City will require carts and collection of Single Stream Recyclables from City owned facilities as defined in Attachment D. These Service Units shall not be treated as separate pay items. Contractor shall review annually and provide all carts needed for these services to meet the

recycling needs of all City facilities. The City shall be a participant in the Recycle Bank program.

- iv. Special Events/Festival of the Hills: Contractor shall provide recycling carts and collection of Single Stream Recyclables for Special Events (i.e., soccer and softball tournaments) and the City's Festival of the Hills. The carts and services shall not be treated as a separate pay item.
  - v. Improperly Set Out Recyclables: Contractor shall affix to non-conforming Recyclables a sticker or tag approved by the City stating the reason for the non-collection and notify the City if collection is not made. Should the City determine the Recyclables to be collectible, Contractor shall promptly return to the site and shall collect the Recyclables at Contractor's expense.
  - vi. Commingling Recyclables: Contractor is prohibited from commingling Recyclables in Contractor's vehicles with non-recyclables and from delivering Recyclables to any place other than the agreed MRF.
- c. Yard Waste Collection: Contractor shall collect yard waste placed at the curb by service units within the Designated Service area, on a weekly basis, 37 weeks per year (April 1 through December 15). The collection of yard waste shall be coordinated with other collection services so that all occur on the same day of the week.
- i. Residential Yard Waste Collection Requirements: Contractor shall collect, not as a separate pay item, Yard Waste placed at the curb by Service Units. This service will include handicap/back-door pickups.
  - ii. Yard Waste Setout Requirements: Acceptable Yard Waste shall include, but not be limited to, lawn debris, grass clippings, weeds, leaves, small twigs, prunings, shrub clippings, garden waste materials and fruit; old potting soil, Halloween pumpkins, dirt incidental to minor plantings or edging of lawns; brush, branches, tree trimmings, shrub clippings tied and bundled; and small shrubs and bushes with direct removed from root systems. Acceptable yard waste and lawn debris shall include so called "woody" or "hard" yard waste as long as it is properly prepared. Contractor is not required to pick up tree branches or logs greater than three inches in diameter or longer than four feet in length that are tied or secured with string or twine in bundles no larger than eighteen inches in diameter.

The yard waste shall be bundled as required, placed in large capacity craft/paper bags or placed loose in can with a “yard waste” or “compost” sticker on the container. Sticker to be provided by Contractor.

- iii. Residential Yard Waste Collection Season: The yard waste collection season will be from April 1 to December 15 (37 weeks). Contractor is responsible for all acceptable yard waste set out at the curb. Yard waste is not to be mixed with any other trash or recyclables.
- iv. Improperly Set Out Yard Waste: Contractor shall affix to non-conforming yard waste a sticker or tag approved by the City stating the reason for the non-collection and notify the City if collection is not made. Should the City determine the Yard Waste to be collectible, the Contractor shall promptly return to the site and shall collect the Yard Waste at Contractor’s expense.
- v. Christmas Trees: Discarded Christmas trees devoid of any ropes, lights, metal, plastic or other hangers shall be collected separately during Christmas week and the following three weeks. Christmas trees shall be delivered to a compost site and not a landfill or disposal facility. Christmas trees collection, transportation and disposal is not a separate pay item, but is included in Contractor’s unit pricing. Contractor shall provide the City with a report regarding the volume and disposal of Christmas trees collected each year.

- 3. **Optional Service Specifications**: Contractor shall collect and deliver to designated disposal, recycling or compost site, as appropriate all materials collected from “on-call” sites that contain trash, recyclables, yard waste or other debris that the City must have cleaned up, which shall include collection of trash, recyclables, yard waste or other debris from litter abatement enforcement, storm related damage and similar circumstances. Such “on-call” pickups shall be completed within 48 hours of notice from the City. Contractor shall itemize those services in the next regularly scheduled invoice and shall bill those services in 5 minute increments based on the hourly rates and disposal rates as provided in Contractor’s proposal, Attachment F, dated July 18, 2008.
- 4. **Cart Management**: To ensure quality service, Contractor shall stockpile an inventory of trash and recyclable carts, which shall be hot stamped with City logo and related approved insignia, not carrying any Contractor logos, color and features to be pre-approved by the City for disbursement and will become the property of the City upon termination of the Contract.

- a. Container Purchase and Ownership: All collection carts and replacement parts for these carts must be pre-approved by the City for disbursement and will be fully amortized and become the property of the City on March 31, 2019, or upon termination of the Contract, whichever occurs first, in accordance with this section.
- b. Cart Type: Collection cart types will be determined jointly by the City and Contractor and include the following 1) 95 gallon rolling curb cart for residential trash for service units; 2) 65 gallon rolling curb cart for residential recyclables for service units that are RFID tagged.
- c. Container Inventory and Storage: Contractor shall purchase sufficient quantities of each cart type to allow Contractor to maintain an inventory in sufficient number for Contractor to perform deliveries, repairs and exchanges. Contractor shall cause new shipments of carts to be delivered to the storage site and shall notify City upon issuance of an order for a new shipment. Contractor shall maintain the cart storage site which shall include keeping a cart inventory. Contractor shall receive all shipments of carts, logging them into the cart inventory. The cost of carts shall be fully amortized and the carts shall become the property of the City on March 31, 2019. If this Contract otherwise terminates prior to March 31, 2019, the City shall cause the remaining balance of the cost to be the responsibility of the succeeding contractor and paid to Contractor, in which case the City shall include appropriate language to accomplish this in its bid and contract documents or the City may purchase the carts based on the remaining balance.
- d. Distribution: Contractor shall deliver any replacement collection carts or new collection carts to locations that are pre-approved by the City. Delivery shall also include appropriate education material as reviewed and approved by the City. Contractor shall enter all deliveries into their inventory, a copy of which shall be provided to the City on a quarterly basis.
- e. Contractor Sales of Carts: Contractor may lease additional curbside carts to residents for curbside trash and recyclables collection. Trash carts shall be leased for an added \$1.20/month/per service unit.
- f. Recycling Cart Option: Service Units shall have the option to purchase a 95 gallon rolling cart for recycling for a one-time payment of Sixty-Five (\$65.00) Dollars per cart in Year 1 of this contract. The rate shall increase at the same rate as the residential rate for consecutive years. Ownership of the carts under this clause shall be consistent with Section c above. Carts shall be RFID tagged.



- g. Field Maintenance: Contractor will be responsible for visual inspection of the carts and reporting concerns to the City.
- h. General Repairs: Contractor will be responsible for all costs to assemble, distribute, maintain, repair and replace carts.
- i. Replacement. Within twenty-four hours (24 hours) (excluding Saturday and Sunday) of notification, Contractor shall provide replacement carts to replace those damaged, destroyed, lost or stolen.
- j. Contractor Caused Damage to Carts: Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace damaged carts at Contractor's sole cost.

5. **Customer Service System**: To achieve excellence in customer service, City and Contractor will work together on all aspects of customer management, communications, education/outreach and complaint processing.

- a. Contractor Educational Information and Outreach: City and the Contractor will work together to provide educational information on the collection services to all Service Units and conduct ongoing outreach campaign to encourage use of Recycle Bank.
  - i. With City's prior approval, Contractor/Recycle Bank will include informative recycling "start-up kits" with all new and replacement carts.
  - ii. With the City's prior approval, Contractor will provide mailings regarding the programs prior to program start-up and in response to informational requests.
  - iii. Residents participating in the program will have access to the Recycle Bank website where they can access program information and interact with the rewards program. Recycle Bank will maintain the website and link to the City's site with the City's approval.
  - iv. Contractor will continue improvement and expansion of a quality control program intended to educate relative to improperly prepared or inappropriate materials.
- b. Responsibility for New Service Units or Changes for Current Service Units: The City will be responsible for providing all necessary information regarding new accounts. City shall provide new account information to Contractor on a timely basis to ensure proper service for

the resident. Changes in service including suspension shall be handled between Contractor and resident. Contractor is responsible for initiation of the service change within 24 hours of receipt from the City unless otherwise specified in this Contract.

- c. Basic Superintendence and Collection Route Management: As a basic level of service to the City , Contractor shall give personal superintendence to the work or have a competent Supervisor available at all times with authority to act for Contractor. Contractor shall maintain a local office with a local telephone calling provision. Contractor's telephone number for complaints shall be publicized and Contractor's supervisory personnel shall be available via mobile cellular phones. The office phone shall be well-attended for at least the hours of 8:00 am to 5:00 pm on all days when service is provided by the Contractor. An automated phone system is required after hours.
  - i. All complaints will be directed by the City to Contractor's Customer Service. Logs will be maintained and provided to the City daily, including date and time complaint received, name and address of complainant, nature of complaint, date and time complaint resolved and description of how complaint was resolved. Resolution of complaints shall be completed within 24 hours with notice of such to the City.
  
- d. Superintendence and Collection Route Management: At the request of the City, Contractor shall, at no additional costs, maintain an customer service center for route superintendence and collection route management for the duration of the Contract as follows:
  - i. Office: Contractor will maintain a customer service office where inquiries and complaints can be received. The office will be open during the normal business hours of 8:00 am to 5:00 pm on all business days. Contractor will ensure that responsible persons are in charge of the office during collection hours, and are available to receive inquiries and complaints during normal business hours.
  
  - ii. Telephone Information System: Contractor will maintain a customer service telephone information system with sufficient capability to handle phone inquiries for information on all collection services, the scheduled days of service, the materials that can be recycled and the procedure for reporting a missed pickup. Contractor will provide a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when Contractor's office is closed.
  
  - iii. Service Recipient Calls: The City will direct all service inquiries

and complaints to Contractor through the customer service system. Contractor shall record all calls including any inquiries, service requests and complaints into the customer service system. Contractor's customer service representatives shall return Service Recipient calls as provided herein. For all messages left before 3:00 pm, Contractor shall attempt all "call backs" at least one time prior to 5:00 pm on the day of the call. For messages left after 3:00 pm, Contractor shall attempt all "call backs" at least one time prior to noon the next business day. Contractor shall make minimum of three attempts within twenty-four hours of the receipt of the call. If Contractor is unable to reach the Service Recipient on the next business day, Contractor shall send a postcard to the Service Recipient on the second business day after the call was received, indicating that Contractor has attempted to return the call. All attempts to contact the caller shall be recorded in the customer service system.

- iv. Service Complaints: Contractor will handle all service complaints in a prompt and efficient manner. In the case of a dispute between Contractor and a Service Recipient, Contractor will refer the matter to the City for review. The City will review the matter and make a determination as to the resolution of the dispute.
- v. Missed Collections: For those complaints related to missed collections that are received by 2:00 pm on a business day, Contractor will return to the Service Unit address and collect the missed materials before leaving the Service District for the day. For those complaints related to missed collections that are received after 2:00 pm on a business day, Contractor will have until the end of the following business day to collect the materials. At the end of each business day Contractor will utilize the customer service system to provide the City with a response to each complaint which was received from a Service Recipient or the City in the event the complaint was made by the City during the preceding business day.
- vi. Repeated Missed Collections: Contractor acknowledges and agrees that it is in the best interest of the City that all trash, yard waste and recyclable materials and bulky waste/white goods be collected on the scheduled collection day. However, in the event Contractor believes any complaint to be without merit (i.e. late set outs or improper preparation), Contractor shall utilize the customer service system to notify the City. The City will investigate all disputed complaints and render a determination. Disputed complaints shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for

determining performance penalties until they have been determined to be valid by the City.

- vii. Reporting to City: The customer service center will have the capability to report, via fax, internet or email to the City on the status of service complaints and missed pickups by the end of each business day. Contractor shall provide web-based real time internet access for the City to the RecycleBank Program reporting system to allow the City to review the RecycleBank Program performance status on demand. During the term of the Contract. Contractor shall evaluate the possibility of providing a web-based program that would allow the City real time access to review Contractor performance status.
  
- viii. Emergency Contact: Contractor will provide the City with an emergency phone number where Contractor's representative authorized to act on Contractor's behalf can be reached outside of the required office hours.
  
- e. Customer Service Disputes: The City and Contractor shall use the following procedures to address the specific customer services disputes identified.
  - i. Reporting of Problems and Non-Collections: Contractor shall use the customer service system on a daily basis to report all situations that prevent or hinder collection; all instances of non-collection and the reason for the non-collection; all replacements, repairs and exchanges of containers. Except as otherwise provided in this Contract, to the extent possible, Contractor shall make such reports by the end of the business day in which the event occurred; where it is not possible to make such reports by the end of the business day, Contractor shall report such events no later than the end of the next business day.
  
  - ii. Notice to the City: In the event Contractor cannot successfully contact an unresponsive Service Recipient with a service problem after three attempts, or cannot reach an agreement with such Service Recipient regarding a change in service, Contractor shall utilize the customer service system to provide the Contract Administrator with the details of the service problems and the attempts at communication with the Service Recipient. The Contract Administrator shall respond to Contractor's report and make a final written determination on resolution of the service problem.

6. **Contractor Reporting:** Contractor shall provide reporting as follows:
- a. **Records:** Records shall be kept by Contractor on a daily, weekly, cumulative monthly and cumulative annual basis and shall be available to the City upon request.
  - b. **Reporting:** Contractor shall maintain and submit to the City accurate reports, which detail certain activity related to services pursuant to this Contract. These reports shall include data on the volume of all materials handled from its services to the City and the disposal, and recycling of all materials, including, but not limited to, manifests, reports from landfills, MRF's, composting facilities, and similar reports. Annual reports shall report all the above data in the same format as the monthly report.
  - c. **Historical Data Reporting:** Beginning with the commencement of this Contract, Contractor will maintain data and submit to the City annual reports at the end of each contract year relative to historical data including, but not limited to pickups of white/goods/bulky waste, handicapped back-door service, and use of snowbird credit. In addition, Contractor will work with RecycleBank to provide quarterly reporting of data on recycling participation to assist in targeting communications with poor recyclers, beginning with the second quarter of 2014.
  - c. **Timing:** Contractor shall file reports with the City in a timely manner but on no less than a weekly basis, specifying all complaints, accidents or incidents while performing any duties pursuant to the terms of the Contract, outages or downtime and inspections by any regulatory agencies during the week of the report, except the Contractor shall report any accidents resulting in personal injury or death immediately to the City.
  - d. **Unusual Incidents:** Reports shall detail the nature and reasons for unusual incidents (e.g. accidents, regulatory non-compliance notices, overweight tickets, etc.) as well as all results, findings and actions take to resolve such incidents in connection with the Services. Contractor shall also notify the City immediately of any fines or penalties levied and any actions that could have an adverse impact on Contractor or the service to the City, or both. Failure to report such data shall subject Contractor to damages described else in this documents.
7. **Program Development Obligations Prior to and After Start Date:** Contractor and the City shall be responsible for the following program development obligations both prior to and after the Start date:
- a. **Customer Service Center and Outreach/Education Capacity:** Contractor shall provide a detailed transition plan with specific descriptions of all components of the customer service center operations

and all related aspects of Contractors education/outreach system and materials. After review and approval by the City, Contractor shall have the customer service center and supporting education/outreach system and materials in full operation.

- b. Recyclables Collection /RecycleBank:  
Contractor, RecycleBank and the City will collaborate to create a mutually beneficial plan to promote and increase recycling opportunities, including bulky items. A recruitment program for residential participation, with an emphasis on poor performing neighborhoods, will be implemented. Expansion of the current program shall include promotion of increased participation of local businesses in the RecycleBank Program, more variety in coupon options and additional “community good” point donation choices. Contractor and Recycle Bank shall provide to the City a detailed recycle program enhancement plan on or before the end of the third quarter of 2014. This package shall detail the intended marketing approach for the local merchants and educational and promotion materials for residents. Prior to distribution of any educational or promotional materials to merchants or the public, the City shall review and approve all such documentation.
- c. Route Days and Collection Route Optimization: Contractor shall continue to optimize the collection system and obtain the most economical costs. The City shall review and approve new proposed collection routes.
  - i. Service Unit Count Verification:  
Contractor will work with the City to determined number of resident service units.
  - ii. Collection Route Approval:  
The Contractor shall take advantage of the use of the most economical routes within the designated services area.

**8. Contractor’s Compensation and Adjustments:** Contractor shall charge and bill each service unit per the following schedule on a quarterly basis during the term of the contract:

Cost	Year 6	Year 7	Year 8	Year 9	Year 10
Household Fee (\$/Mo)	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24

- a. Adjustment: Contract pricing including adjustments provided in the above schedule shall remain firm for the five year term of the Contract extension. The Contract price schedule will be reviewed and may be revised prospectively at the time of a subsequent Contract extension (2019), as negotiated between the parties hereto. In the event that the Contract is extended in accordance with Section 2 of the Contract, the

adjustments during years 11-15 shall not exceed 2%. No other changes in Contract pricing are permitted, unless by written agreement of the City and Contractor. There will be no adjustments for fuel.

- b. Periodic Adjustment for Most Favored Nation: From the Start Date through termination, Contractor agrees that pricing to the City for the subcontracted portion of this Contract for the RecycleBank Program will be based on a “Most Favored Nation” basis. That is, in the event market conditions cause any reduction only of prices for similar services to similarly sized areas that RecycleBank offers to a similar third party, then Contractor shall adjust contracted rate to the City to reflect the lowest rates contracted by the subcontractor to any similar customer of RecycleBank. The “Most Favored Nation” pricing in RecycleBank’s contract with Contractor applies only to the counties of Oakland, Macomb and Wayne, Michigan and only applies to geographic areas of no more than 18,000 households. There is no guarantee that RecycleBank does not offer better pricing in geographic areas of greater than 18,000 households. This does not apply to any rate increases.
- c. Adjustment due to Change in Law: If any adjustment to the pricing is mandated by laws and otherwise required pursuant to a Change in Law, the party requesting the adjustment shall submit to the other party a written statement setting forth the cause of the adjustment, the anticipated duration of the adjustment and the amount of the adjustment, as appropriate. Except to the extent that a longer period is otherwise specifically provided for in this Contract, any request for an adjustment due to a Change in Law shall be promptly negotiated in good faith within 30 days.
- d. Waste Surcharges: Contractor may pass through certain cost increases directly to the Customer to adjust for the following: (1) increases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Oakland County, Michigan, resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations with respect to taxes, fees or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of this Contract and (2) exceptions otherwise noted. Also Contractor shall pass through certain cost decreases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Oakland County, Michigan resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations

with respect to taxes, fees or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of this Contract. The City shall be notified in advance of such pass through charges and relevant legislation.

- f. Household Hazardous Waste: Contractor, though a subcontractor, agrees to collect and return to the City the amount of \$.35 per month per Service Unit for household hazardous waste, electronic waste and contract management costs. This payment will be made quarterly as part of the quarterly settlement report.

**9. Adjustment to Service Unit Counts:**

- a. Designated Service Area and Service Unit Counts: Contractor is assigned to a Designated Services Area and authorized to invoice Service Units for Designated Services (trash, recyclables and yard waste) and other services as described herein.
- b. Service Unit Changes: City and Contractor acknowledge that during the term of this Contract it may be necessary or desirable to add or delete service units, which will be reflected in the service unit count, which shall be updated electronically, including Cart RFID and address, and transmitted to the City as an updated Service County database.
- c. Service Unit Additions: Contractor shall provide collection services described in this Contract to new service units within 10 business days of receipt of notice from the City to begin such collection services. The City shall determine the type of collection services to be provided to any service units that are added. Contractor shall add the service unit count addition requested by the City and invoices delivered to the service units accordingly.
- d. Unit Count Verification and Reconciliation: The number of service units used for billing purposes shall be verified and reconciled monthly by 1) adding the number of occupancy permits for structures requiring collection services as issued by the Building Department 2) deleting the number of complete demolition permits for residential structures issued by the Building Department; or 3) in any other manner agreed on by the City and Contractor. Verification and reconciliation of unit counts for all other unit counts shall be completed by physical unit count prepared by Contractor and submitted to the City monthly in electronic form as provided for above.



- e. Updated Route Maps: Contractor shall revise the collection service route maps to show the addition or deletion of service units as provided above and shall provide such revised maps to the City.

10. **Compensation Penalties, Deductions and Credits**: The City and Contractor agree that the following deductions, credits and penalties may be applied.

- a. Liquidated Damages: The City and Contractor agree, in addition to any other remedies available to the City, the City may notify Contractor of the following assessed amounts and Contractor shall make payment to the City within twenty (20) business days in the amounts specified below as liquidated damages for failure of Contractor to fulfill its obligations, not otherwise excused by this Contract, as determined by the City. These amounts are liquidated damages for losses suffered by the City and not a penalty.
  - i. Failure to clean up spilled refuse or wash down a street as requested by the City to eliminate objectionable odors – \$25.00 for each instance.
  - ii. Failure to clean vehicle, conveyances, containers, docks, yards, shop and other equipment as provided in the specifications - \$50.00 for each instance.
  - iii. Failure to complete all routine pickups by 7:00 pm on the scheduled day - \$100.00 for each failure or neglect of repeated instance at the same site.
  - iv. Failure to collect solid waste, recyclables and yard waste within one business day after notification of a complaint - \$100.00 each failure or neglect of repeated instance at the same site.
  - v. Commingling refuse from private collections with City refuse in vehicles assigned to the performance of this Contract - \$500.00 for each instance.
  - vi. Failure to maintain vehicle in operable condition and a reasonably acceptable appearance after inspection and notice by the City - \$500.00 for each instance.
  - vii. Using vehicles assigned to the performance of the Contract to make private collections, except that Contractor may use such vehicles for other collections on days that are not City collection days.– \$500 for each instance.

- b. Procedure for Assessment and Review of Liquidated Damages:  
The City may assess liquidated damages by providing the Contractor with a written notice of the liquidated damages assessment and the basis for such assessment within five business days of the occurrence. At the end of each month during the term of this Contract, the City may send Contractor on a statement for the remittance of the payment of the liquidated damages assessed during the prior month.

The liquidated damages assessment shall become final unless, within ten business days of the date of the notice, Contractor provides a written request for a meeting with the City to present evidence that the assessment should not be made. The City shall schedule a meeting between Contractor and the City as soon as reasonably possible after timely receipt of Contractor's request. The City shall review Contractor's evidence and render a decision sustained or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to Contractor. In the event Contractor does not submit a written request for a meeting within ten business days of the date of the notice, the City's determination shall be final and Contractor must pay the liquidated damages as provided for above.

The City's assessment or collection of liquidated damages shall not prevent the City from exercising any other right or remedy, including the right to terminate this Contract, for Contractor's failure to perform the work and services in the manner set forth in this Contract.

- c. Recycling Rebate: Contractor shall rebate in a quarterly payment due on the anniversary date of this Contract, 50% of Contractor's MRF recycling rebate exceeding \$25.00 a ton for any month during the entire period when the MRF rebate exceeds \$25.00 a ton. Contractor shall provide the City with monthly reports and validating documentation from the processing site utilized for the City's Recyclables identifying Contractor's MRF rebate per ton amount, along with the total tons delivered that month on behalf of the City, the total amount of Contractor's rebate and the amount, if any, of the rebate that will be due the City at the anniversary date.

## **11. Invoices and Payments**

- a. Billing to Service Units: Contractor shall provide quarterly invoices to the Service Units based on Contractor's Compensation Schedule, contained in this document. Invoices will be paid in advance by the Service Units.

- b. Form of Invoice: The form of the invoice shall be written, with Service Unit having an elective option to receive the invoice in electronic form.
- c. Invoice Schedule: Residents shall be billed quarterly, unless a resident otherwise chooses the annual payment option.
- d. Monthly Report: For and in consideration of the collection service performed in accordance with the Contract, Contractor shall submit to the City a monthly report, detailing monthly total activities, to include service units, amounts billed, amounts paid, amounts past due (and age of receivable), new service requests, quantities and number of loads of trash, recyclables and yard waste and any other services provided under this Contract. The report shall also list delinquent payments including names, addresses (and service address, if different), and parcel identification numbers.
- e. Electronic Payment: Service Units paying quarterly invoices electronically shall received a 3% discount from Contractor's Compensation Schedule. Service Units must sign up through the Contractor's website for the on-line payment option which shall not require electronic invoicing in order to receive the discount.
- f. Senior Citizen Discount: Senior Citizens (a homeowner 65 years of age or older) are eligible for a 5% discount with the authorization of the City and subsequent notification provided to Contractor.
- g. Annual Pre-Payment Discount: Service Units may annually pre-pay for collection services. Annual pre-payment will entitle the service unit to a 5% discount, which will be applied at the time of payment.
- h. Cumulative Discounts: All discounts are cumulative and shall be applied at the time of Payment.
- i. Service Suspension Credit: Service Units may notify the Contractor and suspend collection services for time periods at their discretion, during which time Contractor is to provide a drive-by availability of the Contract Service but is not required to collect solid waste, recyclables and/or yard waste until the Service Unit notifies Contractor to resume collection. If a Service Unit requests suspension of collection services for a consecutive period of a month or longer, then such Services Unit will receive a credit prorated on a weekly basis. The weekly pro-rated credit shall be calculated by multiplying the monthly rate by 12 and then dividing the total by 52. Each Service Unit may receive a maximum credit of \$30.00 annually.

- j. Delinquent Invoices: Contractor shall make every effort to collect unpaid invoices from service units. Unpaid invoices after 90 days shall be considered delinquent. The Contractor shall provide to the City a monthly and annual listing of delinquent invoices. The reporting period shall be from July 1 of the current year to June 30 of the next year. The City shall assign delinquent amounts to the property tax rolls, which amounts shall be considered to be a lien against the subject property and shall be collectable and enforceable in the same manner as property taxes under the General Property Tax Act. After assignment of delinquent amounts to the tax rolls, the City shall forward to Contractor payments of such delinquent amounts received from the service units or Oakland County. The collection of delinquent invoices process is outlined in Attachment G.
  - k. Vacant or Foreclosed Homes. Contractor may continue to invoice vacant or foreclosed homes until the Contractor is notified by the City to discontinue service or that there has been a transfer of ownership. The City will provide to the Contractor monthly reports on ownership transfers reported to the City.
  - l. Payment Disputes: Payment disputes from Service Units shall be the responsibility of Contractor.
  - m. Quarterly Settlement: Within 60 days after the end of each calendar quarter, Contractor and the City shall agree upon a quarterly settlement that will include the City's collection of delinquent invoice payments, and amounts Contractor collects from the Service Units that is passed through to the City for administration pursuant to the terms of this Agreement. Contractor or City, as applicable, shall pay to the City or Contractor, as applicable, any amounts due.
12. **Extension of Services and Rates**. In order to expand recycling opportunities in the City of Rochester Hills, the Contractor will make the services and rates under this contract available "in good faith" to condominiums and apartment complexes and their owners. Services and rates may be reduced to exclude yard waste.
13. **Uncontrollable Event**. Except for the City's obligation to pay amounts due under this Contract, any failure or delay in performance by either party under this Contract due to an Uncontrollable Event shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

Attachment C  
Full Parent Guarantee

THIS GUARANTEE, made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by Republic Services, Inc., a Delaware corporation, having its principal place of business at 18500 North Allied Way, Phoenix, AZ 85054, IRS Employer Identification Number \_\_\_\_\_, (“Parent”), to and for the benefit of the City of Rochester Hills (“City”).

WITNESSETH:

WHEREAS, Allied Waste Services of North America, LLC, a Delaware limited liability company (“Contractor”), a subsidiary of the Parent, and the City have negotiated a Solid Waste Disposal Service Agreement dated \_\_\_\_\_, 2013 (“Contract”), which Contract is incorporated herein by reference and hereby made a part hereof:

WHEREAS, it is in the interest of Parent that the Contractor enter into the Contract with the City;

WHEREAS, the City is willing to enter into the contract only upon the condition that the Parent execute this Guarantee;

WHEREAS, the Parent is willing to guarantee, as set forth below, the performance of the Contractor under the contract; and

NOW, THEREFORE, as an inducement to City to enter into the contract, the Parent agrees as follows:

Parent hereby directly, unconditionally, irrevocably, and absolutely guarantees the full and prompt performance by the Contractor and by any successor or assign of the Contractor, of all of the Contractor’s obligations and covenants under the Contract, including all amendments and supplement thereto, in accordance with the terms and conditions contained therein.

This Guarantee shall be governed by the laws of the State. Parent hereby agrees to the service of process in the State for any claim or controversy arising out of this Guarantee or relating to any breach and to submit to the exclusive jurisdiction of any court of competent jurisdiction in the State.

This Guarantee shall be binding upon and enforceable against Parent, its successors, assigns and legal representatives and is for the benefit of the City, its successors and assigns.

Notwithstanding anything contained herein to the contrary, the undertakings of the Parent set forth herein are absolute and the City shall be entitled to enforce any or all of said undertakings against Parent without being first required to seek or obtain recourse against

any other party or parties, including but not limited to the Contractor or any assignee of the Contractor, who are, or may be, liable therefore in whole or in part irrespective of any cause or state of facts whatever, including without limitation: the validity, regularity or enforceability of the contract; the existence or absence of any action to enforce the contract; any modification or amendment or compromise of or waiver of compliance with or consent to variation from any of the provisions of the contract by the Contractor; any release of any collateral or lien therefore; the recovery of any judgment against the Contractor to enforce the same any failure of or defect in the title or interest of the Contractor in the Facilities; any transfer, assignment or mortgaging, by the Contractor of all or any part of the interest of the Contractor in the Facilities; the bankruptcy or insolvency of the Contractor; or any other circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or limit the recourse of the City to the Parent; provided, that notwithstanding the foregoing, Parent shall not be required to perform or cause the performance of any obligation from which the Contractor would be discharged, released or otherwise excused under the provisions of the contract. Parent hereby waives notice of acceptance of this Guarantee and of the creation, renewal, extension and accrual of the obligations guaranteed hereunder. Parent agrees that, without the necessity for any additional endorsement or guarantee by or any reservation of rights against Parent and without further assent by Parent, by mutual agreement between the City and the Contractor, they may, from time to time, renew, modify or compromise the liability of the Contractor for or upon any of the obligation hereby guaranteed or accept, sell, release, or surrender any collateral or lien therefore, all without releasing or discharging the liability of Parent hereunder. Parent hereby waives diligence, demand of payment, notice of default or nonpayment, filing of claims with a court in the event of reorganization, insolvency or bankruptcy of the Contractor, any right to require a proceeding first against the Contractor or with respect to any collateral or lien or any other requirement that the City exercises any remedy or take any other action against the Contractor or any other person or in respect of any collateral or lien before proceeding hereunder and any and all other notices required under the contract. This Guarantee is a continuing guarantee and shall continue to be effective or be reinstated, as applicable, if at any time any payment of any of the obligations hereby guaranteed is rescinded or is otherwise required to be returned upon reorganization, insolvency or bankruptcy of the Contractor or Parent or otherwise, all as though such payment had not been made.

Notwithstanding any provision in this Guarantee to the contrary, the Parent may raise any defense, counter claim or affirmative defense which the Contractor could assert against any party seeking to enforce this Guarantee against the Parent, and nothing in this Contract shall constitute a waiver thereof by the Parent.

The City may assign this Guarantee to any credit facility issuer as collateral security for the financing of the Facilities.

Parent agrees to pay all costs, expenses and fees, including all reasonable attorney fees, which may be incurred by the City in enforcing this Guarantee following the default on the part of the Parent hereunder whether the same shall be enforced by suit or otherwise.

The terms of this Guarantee may be enforce as to any one or more breaches either separately or cumulatively.

No remedy herein conferred upon or served to the City hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guarantee and the Contract or hereinafter existing at law or in equity or by statute.

The invalidity or unenforceability of any one or more phrases, sentences or clauses in this Guarantee contained shall not affect the validity or enforceability of the remaining portions of this Guarantee, or any part thereof.

No amendment, change, modification or termination of this Guarantee shall be made except upon the written consent of Parent and the City.

The obligations of Parent under this Guarantee shall remain in full force and effect until (i) all obligations of the Contractor under the Contract shall have been fully performed or provided for in accordance with the Contract or (ii) the discharge, release or other excuse of said obligations in accordance with the terms of the Contract.

The obligations of Parent under this Guarantee shall not be affected by any set-off, counterclaim, recoupment, defense or other right that Parent may have against the City.

Any term used herein defined in the contract shall have the meaning attributed to it in the contract.

The Parent warrants and represents that, as of date of execution of this Guarantee:

The Parent has the power, authority and legal right to enter into this Guarantee and to perform its obligations and undertakings hereunder, and the execution, delivery and performance of this Guarantee by the Parent (i) have been duly authorized by all necessary company action on the part of the Parent, (ii) to the best of the Parent's knowledge, have the requisite approval of all federal, State and local governing bodies having jurisdiction or authority with respect thereof, (iii) to the best of the Parent's knowledge, do not and will not violate any judgment, order, law or regulation applicable to the Parent; (iv) to the best of the Parent's knowledge, do not conflict with or constitute a default under any agreement or instrument to which the Parent is a party or by which the Parent or its assets may be bound or affected; and (v) do not violate any provision of the Parent's articles or certificate of incorporation or by-laws.

This Guarantee has been duly executed and delivered by the Parent and constitutes the legal, valid and binding obligation of the Parent, enforceable against the Parent in accordance with its terms; and

There are no pending or, to the knowledge of the Parent, threatened actions or proceedings before any court or administrative agency which could have a material adverse effect on the financial condition of the Parent, or the ability of the Parent to perform its obligations or undertakings under this Guarantee.

This Guarantee shall terminate and be without further effect upon the termination of the contract; provided, if upon termination of the contract there are monies owed by the Contractor to the City, this Contract shall continue to apply to such obligation of the Contractor until discharge.

IN WITNESS WHEREOF, Parent has executed this instrument the day and year first above written.

PARENT

Republic Services, Inc.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



**ATTACHMENT D**

**CITY LOCATIONS**

Rochester Hills Municipal Building, 1000 Rochester Hills Drive

DPS Garage, 511 E Auburn Road

Fire Station #1, 1111 Horizon Court

Fire Station #2, 1251 E Auburn

Fire Station #3, 2137 W Auburn

Fire Station #4, 2723 Walton Blvd

Fire Station #5, 251 E Tienken

VanHoosen-Jones Cemetery, 570 E Tienken

Museum Dairy Barn, 950 Romeo Road, Rochester

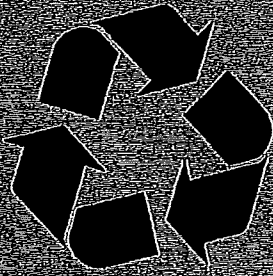
Sheriff's Office, 750 Barclay Circle

Thelma Spencer Park, 3701 John R

Bloomer Park, 215 John R

Borden Park, 1100 E. Hamlin Road

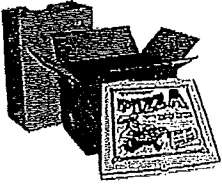



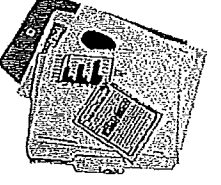
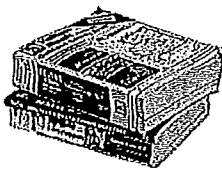




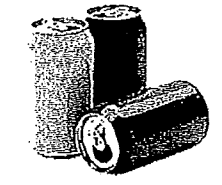




| Stoney Creek School House, 1051 Washington Road











**THANK YOU FOR RECYCLING!**  
 We wish to thank you for doing your part to protect our environment. Your efforts truly do make a difference! Please follow these guidelines when gathering and preparing your materials for *curbside recycling*.

## ACCEPTABLE MATERIAL GUIDELINES

PLEASE SAVE THESE GUIDELINES FOR FUTURE REFERENCE

 <p><b>Cardboard &amp; Paper Bags</b>                  Flatten cardboard &amp; cut into pieces                  No wax coated cardboard</p>	 <p><b>Paperboard</b>                  No wax coated paperboard</p>	 <p><b>Magazines &amp; Catalogs</b>                  All types &amp; sizes</p>	 <p><b>Junk Mail</b>                  Envelopes, flyers, brochures,                  postcards etc.</p>	 <p><b>Office Paper</b>                  All types and sizes</p>
 <p><b>Phone Books</b>                  All types and sizes</p>	 <p><b>Newspaper</b>                  Remove bags, strings                  and rubber bands</p>	 <p><b>Kitchen Cookware</b>                  Metal pots, pans, tins &amp; utensils</p>	 <p><b>*Steel &amp; Tin Cans</b>                  Empty cans only</p>	 <p><b>* Glass</b>                  Clear and Colored</p>
 <p><b>*Aluminum Cans</b>                  Empty cans only</p>	 <p><b>*Plastic Jugs/Bottles</b>                  (#1 &amp; #2)</p>	 <p><b>*Household Plastic (#3 - #7)</b>                  Empty containers only</p>	 <p><b>*Plastic Bags</b>                  Most retail and grocery bags</p>	<p><b>RECYCLING BIN FULL?</b></p> <p>Clear plastic bags can be used for additional items if your bin is full.</p> 

### PLASTIC REFERENCE GUIDE

-  Plastic soft drink & water bottles, catsup, mouthwash and salad dressing bottles. Peanut butter, mayo, pickle, jelly and jam jars.
-  Milk, water, juice, shampoo, dish and laundry detergent bottles; yogurt containers, cereal liners, grocery, trash and retail bags.
-  Clear food and non-food packaging and electrical cable insulation.
-  Dry cleaning, bread and frozen food bags, squeezable bottles e.g. honey, mustard, BBQ sauce, etc.
-  Catsup bottles, yogurt containers, margarine tubs, medicine and vitamin bottles, etc.
-  Compact disc jackets, food service applications, grocery store, aspirin bottles, cups and plates. (No Styrofoam)
-  Three and five gallon reusable water bottles, some citrus juice and catsup bottles.  
 \* See bottom of container for plastic type 

### UNACCEPTABLE ITEMS

- Paper Milk or Juice Cartons
- Styrofoam Containers/Packing
- Garbage
- Propane Tanks
- Paint Cans
- Medical Waste/Syringes
- Flammable Liquids
- Household Cleaners
- Chemicals (Dry or Liquid)
- Wood Items
- Concrete
- Garden Hose
- Electrical Cords

Please visit [www.followtherecycling.com](http://www.followtherecycling.com) for more information about recycling and how you can help.

\* Please rinse/clean containers before putting into recycling bin.

 Printed on Recycled Paper... We Care.



**Attachment F**

**SPECIAL UNROUTED COLLECTIONS**

For all types of unrouted collections the following hourly rates will apply:

Year	Hourly Rates
2014	\$133.31
2015	\$137.31
2016	\$141.43
2017	\$145.67
2018	\$150.04

The hourly rate will be charged from the time the truck leaves the Contractor's facility until the truck returns. In addition to the hourly rate, the City will be charged the following for disposal:

Year	Disposal per Ton
2014	\$28.00
2015	\$29.00
2016	\$30.00
2017	\$31.00
2018	\$32.00

Attachment G

Rochester Hills Late Payment Penalty Policy

Late payment penalties are assessed after 40 days.

Late payment penalties are assessed at 1.5% of previous quarter.

Account must have a minimum past due balance of \$5.00 for late payment penalty to be assessed.

Minimum Late Payment Penalty amount is \$.01

Example:

04/25/09 invoice for April, May & June 2009	\$46.14
07/25/09 invoice for July, Aug. & Sept. 2009	\$46.14
plus late payment penalty assessed 06/25/09	.69
plus late payment penalty assessed 07/25/09	<u>.69</u>
invoice total for 07/25/09	\$47.52
10/25/09 invoice for Oct., Nov., & Dec. 2009	\$46.14
plus late payment penalty assessed 09/25/09	1.41
plus late payment penalty assessed 10/25/09	<u>1.41</u>
invoice total for 10/25/09	\$48.96
Total customer balance as of 10/25/09	\$142.62

Balance sent for Tax Collection

Using the example above, the balance of \$93.66 which is over 90 days will be sent for tax collection. The \$48.96 balance on the 10/25/09 invoice (which includes late penalties from prior quarterly bills) will not be sent because it represents a current invoice under 90 days old. *For clarification, the over 90 day balance will only be sent once per year for tax collection.*

Depending on the timing of receipt of the tax check from Rochester Hills for the \$93.66, late payment penalties will continue to accrue on a monthly basis and will become part of the customers balance. The \$93.66 once received will be applied to the 4/25/09 and 7/25/09 invoices to clear these balances and late payment penalties will no longer accrue on these two invoices going forward.