City of Novi
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

THIS AGREEMENT, is made and entered into this June 20, 2016, by and between the City of Novi, 45175 Ten Mile Road, Novi, MI 48375 (hereinafter called "CITY"), and Waste Management of Michigan, Inc., with offices located at 48797 Alpha Drive, Suite 150, Wixom, MI 49393 (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the CITY, through cooperation with the Resource Recovery and Recycling Authority of Southwest Oakland County ("RRRASOC"), 20000 W. Eight Mile Rd., Southfield, MI 48075, has requested proposals from qualified companies interested in performing solid waste, yard waste and recycling collection and disposal services for the CITY; and

WHEREAS, the proposal of the CONTRACTOR has been received, reviewed and determined by the CITY to be the most responsive proposal, offering the best value for the estimated cost of the services; and

WHEREAS, representatives of the CITY and the CONTRACTOR have met to negotiate the detailed terms of this agreement contained herein; and

WHEREAS, the CITY desires to contract for the services and; and

WHEREAS, the CONTRACTOR is willing to provide those services;

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

1. GENERAL PROVISIONS: The general provisions of this Agreement shall be in accordance with Attachment A: "General Provisions" (incorporated herein to this Agreement).

2. CONTRACTOR'S OBLIGATIONS: The services to be provided by the CONTRACTOR are detailed in Attachment B: "Contractor's Service Specifications" (incorporated herein to this Agreement).

3. TERM / TERMINATION OF THE CONTRACT
   A. Five (5) Year Term: The initial term of this Agreement for services shall be for five (5) years. The initial term shall begin July 1, 2016 and expire June 30, 2021.
   B. Extension by Mutual Agreement: Upon mutual agreement of the parties, the Agreement may be extended for an additional three (3) years. The CITY or the CONTRACTOR shall give written notice of its intention or desire to extend the Agreement to the other party no later than one hundred eighty (180) days prior to the expiration of the initial term.
   C. Termination of the Agreement by the CITY: The CITY may, after giving the CONTRACTOR and the surety one hundred and eighty (180) days written notice and to the extent permitted by laws and regulations, terminate the contract, if the City decides to eliminate its solid waste program and does not allocate funds to the program. The CITY may, after giving the CONTRACTOR and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the Agreement if the CONTRACTOR:

      1. Fails to Perform the required work as specified in this Agreement as determined by the CITY, and fails to correct the deficiency within thirty (30) days after receiving written notice from the CITY; provided, however, that in the event that the CITY has elected to impose a liquidated damage for an item of work not performed or improperly performed by the CONTRACTOR, that specific item of work shall not form a basis for termination under this section;
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2. Materially and Substantially Violates any municipal, local, state or federal law, rule, regulation, ordinance, or specification bearing materially on the performance of this Agreement;

3. Files for Bankruptcy or Insolvency. If the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

4. If a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under other federal or state law in effect at the time relating to bankruptcy or insolvency; or

5. Assigns this Agreement or any portion thereof in violation of this Agreement.

4. COMPENSATION

A. Monthly Invoices: The CONTRACTOR shall submit monthly invoice statements for payments for services rendered, said statements to be submitted to the CITY. A duplicate copy of each statement shall be provided to RRRASOC.

B. Service Components: Monthly invoices shall be in a form as specified in Attachment C "Contractor's Compensation" (incorporated herein to this Agreement).

C. Payment for Services: The CITY shall pay the CONTRACTOR for services rendered as invoiced within 30 days upon receipt of the invoice and upon successful completion of all services required, including, but not limited to, the Monthly Service Report as specified in Attachment B.

D. Taxes: 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, except for: (1) in the event additional governmental fees, taxes, or surcharges are imposed upon the CONTRACTOR for the collection, processing, or disposal of solid waste, recycling, or yard waste, the CONTRACTOR shall pass through to the CITY increases enacted by federal, state, county, or local legislation following the effective date of this Agreement, and (2) exceptions otherwise noted.

5. LEGAL AND INSURANCE REQUIREMENTS

A. Responsibility for Waste: Ownership of acceptable waste shall transfer to the CONTRACTOR at the time that it is loaded into the CONTRACTOR’s collection vehicles.

B. Indemnification: To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney’s fees, which the CITY may suffer or for which it may be held liable, arising out of or resulting from the CONTRACTOR’s or its agent’s or employee’s negligent or tortious actions or omissions in the performance of this contract.

This indemnification shall survive the expiration or termination of this Agreement. By entering into this Agreement, the parties do not waive any immunity provided by law.

C. Pollution Liability: To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney’s fees, which the CITY may suffer or for which it may be held liable, arising out of or resulting from the death
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or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders resulting from the CONTRACTOR’s collection of waste.

This indemnification shall survive the expiration or termination of this Agreement. By entering this contract, the parties do not waive any immunity provided by law.

D. Independent Contractor: The CONTRACTOR shall be deemed an independent contractor, and not an employee of the CITY. Any and all employees, members or associates of the CONTRACTOR or other persons, while engaged in the work or services required to be performed by the CONTRACTOR, shall not be considered employees of the CITY. Any and all claims that might arise on behalf of employees of the CONTRACTOR or other persons as a consequence of any act or omission on the part of said employees of the CONTRACTOR shall in no way be the obligation or responsibility of the CITY. The CONTRACTOR fully understands all consequences, financial and legal, of the status of an independent contractor.

E. CONTRACTOR Performance Bond: The CONTRACTOR will be required to furnish financial assurance to compensate the CITY for losses that may be incurred in the event the CONTRACTOR fails to faithfully perform the CONTRACTOR’s obligations under this Agreement. Said financial assurance shall be equal to one fourth of the amount of the annual total contract price and shall take the form of a corporate surety bond, or other financial assurance deemed acceptable by the CITY. Said financial assurance shall stay in effect throughout the contract period. The bond shall be with a surety licensed and admitted to do business in the State of Michigan and in a form acceptable to the CITY.

Annual contract price, for purposes of this performance bond, shall be based on estimates derived by the CITY for the first year and actual contract payments for subsequent years.

F. Insurance Requirements: The CONTRACTOR shall submit a Certificate of Insurance meeting the minimum limits of liabilities as outlined prior to the execution of this Agreement. All insurance carriers must be acceptable to the CITY and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal. The CONTRACTOR shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the CONTRACTOR to maintain the required insurance shall be grounds for cancellation of this Agreement.

1. Workers’ Compensation Insurance: The CONTRACTOR shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability Insurance and Motor Vehicle Insurance: The CONTRACTOR shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance and Motor Vehicle Insurance on an “Occurrence Basis” with limits of liability not less than $2,000,000.00 (two million dollars) per occurrence, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; and (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

3. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: “the City of Novi, all elected and appointed officials, all employees and volunteers.” 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 is primary, contributing or excess.
4. **Cancellation Notice:** Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of Novi, 45175 Ten Mile Road, Novi, MI 48375."

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

G. **Non-Discrimination:** The CONTRACTOR agrees that it shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, sex, marital status, national origin, disability or public assistance.

H. **Assignment and Subcontracting:** The CONTRACTOR shall not delegate or assign the Agreement, or any part thereof, to an unaffiliated entity, nor shall the CONTRACTOR subcontract this Agreement or any part thereof without the prior written approval of the CITY, which shall not be unreasonably withheld.

The CONTRACTOR may not assign any parts of this Agreement via sale, merger or acquisition of the CONTRACTOR's company without the prior written approval of the CITY, which shall not be unreasonably withheld.

I. **Compliance with All Laws, Rules, Regulations and Licensing Requirements:** The CONTRACTOR shall comply with all municipal, county, state and federal laws, regulations, ordinances and specifications.

J. **Liquidated Damages:** The CITY and the CONTRACTOR agree, in addition to any other remedies available to the CITY, the CITY may impose the amounts specified below as liquidated damages for failure of the CONTRACTOR to fulfill its obligations as determined by the CITY. The CITY shall have authority to deduct the amounts specified herein from payments due the CONTRACTOR.

1. Failure to clean up spilled refuse:
   
   $100.00 for each incident.

2. Failure to clean vehicle, conveyances, containers, docks, yards, shops, and other equipment as provided in the specifications:
   
   $100.00 for each incident.

3. Failure to complete all routine pickups by 6:00 p.m. on the scheduled day, notwithstanding vehicle maintenance issues:
   
   $100.00 for each incident, with each late pickup as a separate incident.

4. Failure to collect solid waste, recyclables, and yard waste within 24 hours after notification of a complaint:
   
   $100.00 for each incident.

5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by the CITY:
   
   $500.00 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the CONTRACTOR would default. Liquidated damages shall not be initiated for violations that occur due to events beyond the CONTRACTOR's control. In the event the CONTRACTOR does default or otherwise abandon the scope of services, the CITY reserves the right to collect from the CONTRACTOR or its surety, in addition to the liquidated damages, the actual damages incurred by the CITY as a result of the default or abandonment.
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The assessment of liquidated damages shall be determined by the CITY and deductions made from the payment each month to the CONTRACTOR. The decision of the CITY in the matter will be binding. The CONTRACTOR may at its option initiate the dispute resolution process included in this service agreement.

K. **Dispute Resolution Process:** The CITY and the CONTRACTOR agree to first use the following process to resolve disputes about issues related to the performance of this contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact finding opportunity to identify the issue, clarify the problem, review the applicable contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within thirty (30) days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. Nothing in this section shall be construed or implied to reduce, eliminate or otherwise affect the rights of the CITY or the CONTRACTOR to use any and all other means of legal remedies.

L. **Contact Persons for Legal Notices:** The CONTRACTOR identifies Brian Conaway, Waste Management of Michigan, Inc., 48797 Alpha Drive, Suite 150, Wixom, MI 48393, to receive all notices and communications on behalf of the CONTRACTOR with regard to this Agreement. Written notice required to be provided to the CITY pursuant to this Agreement shall be provided to City of Novi, c/o Pete Auger, City Manager, 45175 W. Ten Mile Rd., Novi, MI 48375.

M. **Performance:** The CONTRACTOR shall see that all work done pursuant to this Agreement is accomplished with work forces and equipment which are adequate to insure the satisfactory transportation of said materials at all times. Either Party may be excused from performance under this agreement by reason of an event defined herein as Force Majeure which is outside of the Party’s control and cannot be avoided by the exercise of due care.

N. **Conflict of Interest:** Neither the CONTRACTOR nor its employees presently have, nor shall they acquire interest, direct or indirect, in this Agreement in any manner forbidden by law. No CITY official shall be directly or indirectly interested in this Agreement.

O. **Severability:** This Agreement is subject to the laws of the United States of America, the State of Michigan, and the Ordinances of the City of Novi. In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Agreement shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Agreement.

P. **Governing Law:** This Agreement shall be deemed to be a contract made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan applicable to contracts wholly to be performed therein.

Q. **Modification:** Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the CITY and the CONTRACTOR and attached to this Agreement.

R. **Representation:** The CITY and the CONTRACTOR each represent to the other that, by their respective execution of this Agreement, they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

S. **Integration:** The Parties agree that the entire Agreement between the Parties is contained herein and that this Agreement, including any and all exhibits attached hereto, supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof,
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as well as any previous agreements between the CONTRACTOR and the CITY or either of
them relating to the subject matter hereof.

EXECUTION

In Witness whereof, the Parties hereto set their hands.

By the duly elected or appointed representatives of THE CITY:

[Signature]
Robert Gatt, Mayor
6-15-16
Date

M. Cornelius
Marianne Cornelius, City Clerk
6-15-16
Date

By the duly appointed representatives of the CONTRACTOR:

The CONTRACTOR acknowledges by his/her signature on this document that the CONTRACTOR has received a copy of this Agreement and is in full agreement with the terms as imposed upon the CONTRACTOR by this Agreement and that the CONTRACTOR will comply with those terms and conditions.

[Signature]
Denise J. Gretz
6/20/16
Date

[Signature]
Witness
4/26/16
Date
1.1 Term

The initial term of this Agreement is for five (5) years commencing on July 1, 2016, and ending June 30, 2021. Upon mutual agreement of the parties, the Agreement may be extended an additional three (3) years. The CITY or the CONTRACTOR shall give written notice of its intention or desire to extend the Agreement to the other party no later than one hundred eighty (180) days prior to the expiration of the initial term.

1.2 Customer Communications and Complaint Handling Procedure

The CONTRACTOR shall designate and dedicate a Manager to supervise all work and operations to be performed under this Agreement. Said manager shall have substantial experience in the management and operation of refuse collection and recycling systems for a similar size service area.

The CONTRACTOR shall have at least one (1) full-time Field Supervisor, assigned to the CITY. The CITY shall have the Field Supervisor’s cell phone number and e-mail address for communication purposes. The Field Supervisor shall familiarize him/herself with all service stops under this Agreement. The Field Supervisor shall make at least one daily in-person check with the CITY to assure pick-ups are made as scheduled, and to review any open complaints.

The CONTRACTOR shall maintain an office for the administration and receipt of customer service calls and complaints. Such office shall be open and available for such calls Monday through Friday of each week from 7:30 a.m. to 5:30 p.m., local time. Such office shall contain a local telephone number available to receive all service complaints, which shall be logged. The CONTRACTOR shall provide at least one (1) full-time customer service representative in said office during all hours of operation to take care of complaints; receive orders for special pickup service, or to receive instructions. The customer service representative will, at the City’s option, be housed at a CITY facility for up to thirty (30) days at the beginning of the Agreement, and until the CONTRACTOR’s Customer Experience Center is ready and able to answer any program questions.

The Field Supervisor will generally have until the end of the day to resolve complaints, with a maximum time limit of twenty-four (24) hours from the receipt of the complaint. The complaint resolution action will be logged no later than the next business day. Any complaint not closed out during the required period will be noted and reviewed by the CITY, or its designee, to determine if liquidated damages are appropriate.

A written monthly report must be supplied to the CITY, or made accessible in a compatible electronic format, via email or Internet, indicating the complaints and special requests made to the CONTRACTOR. Further, the CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the CITY.

The CONTRACTOR shall ensure that the Field Supervisor is equipped with a fully functional cellular telephone by which the CITY may contact the Field Supervisor during business hours regarding, but limited to, complaints and special pickups.
1.3 Service Standards

The CONTRACTOR shall provide complete service for each day’s route as scheduled. The CONTRACTOR shall not commence collection in residential areas prior to 7:00 a.m. and shall be completed by 6:00 p.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

The CONTRACTOR shall pick-up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom, shovel and suitable absorbent material for use in cleaning up any spilled debris or material from city streets, sidewalks, or residential property when said spillage is caused by the CONTRACTOR. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants.

The CONTRACTOR shall exercise care in the handling of containers, making certain that containers are emptied completely. The CONTRACTOR must replace containers in an erect position with the lids replaced thereon, or adjacent thereto. In the event the CONTRACTOR damages a resident’s container(s), the CONTRACTOR shall be responsible to replace said container(s) with one of equivalent value at the CONTRACTOR’s expense and within forty-eight (48) hours, excluding non-business days.

Adverse weather shall not be considered reason for not providing services unless approved by the CITY, which shall not be unreasonably withheld. When adverse weather conditions exist, the CONTRACTOR shall notify the CITY if the continuation of service jeopardizes the safety of employees.

All persons employed by the 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. The CONTRACTOR shall furnish employees with uniforms, which shall always be as neat and clean as circumstances permit. The CONTRACTOR shall inform the CITY of all employee training programs related to customer relations, services, and safety issues.

At no time shall the CONTRACTOR’s employees solicit, request or receive gratuities of any kind. The CONTRACTOR shall direct its employees to avoid loud and/or profane language and/or loud music at all times during the performance of their duties. Any employee of the CONTRACTOR who engages in misconduct or is incompetent or negligent in the proper performance of their duties, or is dishonest, disorderly, intoxicated or discourteous, shall be subject to removal from the City by the CONTRACTOR.

The CITY may request the removal of any employee of the CONTRACTOR who violates the provisions hereto, or who is wantonly negligent or discourteous in the performance of their duties.

The CONTRACTOR’s employees shall not trespass or loiter, cross property to adjoining premises, or meddle or tamper with private or public property, and generally shall in all situations respect private property rights and privacy.

The CONTRACTOR, its employees and agents shall at all times exercise a high degree of care to prevent damage to carts, lids and other personal property of the CITY’s residents; deal with residents in a professional and courteous manner; and immediately clean up rubbish or refuse spilled by the workers at pick up sites.

1.3.1 Field Rules and Regulations

The CONTRACTOR, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the CITY may promulgate from time to time:
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1. All refuse spilled by the CONTRACTOR, or any spilled refuse caused by wind, animals, etc., shall be picked up by the CONTRACTOR in the course of its regularly scheduled pick-up.

2. Containers must be put back in approximately the place from where they were picked up.

3. Container lids shall be replaced on containers or must be neatly placed next to containers and not scattered.

4. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by CONTRACTOR at the CONTRACTOR's expense.

5. Collection crews shall neither consume controlled substances nor drink alcoholic beverages nor accept remuneration of any kind from residents while performing services under this Agreement. Violation of this rule shall be cause for removal of the employee when requested by the CITY.

6. The CITY expressly reserves the right to make additional reasonable rules and regulations in writing, by which the CONTRACTOR shall abide upon reasonable notice.

1.4 Determination of Residential Units Serviced

For the purposes of responding to this proposal, the number of residential units expected to be provided with curbside collection services for solid waste, recycling, and yard waste is as indicated in Section 1.1.2 of the Request for Proposals issued by the CITY on December 9, 2015, including addenda, unless otherwise specified and agreed to by both the CONTRACTOR and the CITY. The CITY shall provide the CONTRACTOR with a list identifying the addresses of the homes to be serviced upon request.

For billing purposes prior to the initiation of service, the CONTRACTOR and the CITY will jointly complete and agree on a total unit count for each service type and for each route day. Any changes to route days shall be determined by mutual agreement between the CITY and the CONTRACTOR.

At the time such a unit count becomes documented, the number of residential units serviced for billing purposes shall be updated monthly by 1) adding the number of occupancy permits for residential structures with single-family residential structures that require curbside refuse service as issued by the CITY's Building Department; and 2) deleting the number of completed demolition permits for single-family residential structures issued by that Building Department; or in another manner deemed acceptable by the CONTRACTOR and the CITY.

1.4.1 Additions and Deletions

The CONTRACTOR shall extend service for additional units occupied after service begins pursuant to this Agreement in a period of time jointly decided by the CONTRACTOR and the CITY in order to provide the best possible service to the CITY's residents. The CITY may increase the number of locations, but will not be limited to the present number nor be required to make any additions. The CONTRACTOR shall also delete service as directed by the CITY. The total units collected, for which the CONTRACTOR will be paid, will be adjusted monthly to reflect additions and deletions.

1.5 Collection and Disposal of Solid Waste on Sunday

The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by the CITY. The CONTRACTOR shall not utilize Sundays as a designated collection day in the Schedule of Operations.
1.6 HOLIDAYS

The CONTRACTOR shall honor only the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.7 VEHICLES AND EQUIPMENT

The CONTRACTOR shall provide adequate and sufficient garages, shops, and yards to provide all-weather year round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the CONTRACTOR shall be kept and maintained in sanitary condition, in good repair, and free of visual defects, such as but not limited to, rust or body damage. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair, and appearance, and subject to approval or rejection by the CITY at any time.

The CONTRACTOR shall not use the CITY's name or other words implying ownership on stationery, vehicles or equipment.

The CONTRACTOR shall not use or permit any vehicle assigned to the performance of this Agreement to make any non-contract related collections while performing collections within the CITY unless approved in advance by the CITY.

All vehicles and equipment used in collection and transportation of refuse, recyclables, bulky items and yard waste within the CITY shall be of sufficient size, capacity, and number to adequately and efficiently collect these items in accordance with the terms of this Agreement, including under special or unique circumstances.

1.8 DAMAGE TO PROPERTY

The CONTRACTOR shall be responsible for all damage incidental to the work to be performed under this Agreement that the CONTRACTOR causes to streets, trees, landscaping, driveways, buildings, sidewalks, personal property, or other structures and facilities. It shall also be the CONTRACTOR’s responsibility to repair, restore, or replace trees, shrubs and turf damaged by its work. Repairs are to be made within five (5) business days of the damage, using professional services, unless the damage is extensive and more time is reasonably required. If repairs cannot be made during the winter season, then such repairs shall be made no later than the end of the following month of May. Repair materials may be stored on site at a location approved by the homeowner or the CITY. Planking of drives and parking lots may be required by the CITY to prevent damage to those areas by the CONTRACTOR’s equipment, materials and stockpiles when making the repairs. Refuse and recycling containers damaged as part of snow plowing operations will be repaired or replaced by the CITY.

1.9 LIQUIDATED DAMAGES

The CITY shall notify the CONTRACTOR for each violation of the Agreement reported to the CITY. It shall be the duty of the CONTRACTOR to log such City-reported complaints and take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification, regardless if a weekend or holiday occurs in that 24-hour period. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this Agreement. For the purpose of computing damages under the provisions of this section, it is agreed that the CITY shall have authority to deduct from payments due the CONTRACTOR, the following amount as liquidated damages:

1. Failure to clean up spilled refuse:
   $100.00 for each incident.
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2. Failure to clean vehicle, conveyances, containers, docks, yards, shops, and other equipment as provided in the specifications: $100.00 for each incident.

3. Failure to complete all routine pickups by 6:00 p.m. on the scheduled day: $100.00 for each incident with each late pickup as a separate incident.

4. Failure to collect solid waste, recyclables, and yard waste within 24 hours after notification of a complaint: $100.00 for each incident.

5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by the CITY: $500.00 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the CONTRACTOR would default. Liquidated damages shall not be initiated in for violations that occur due to events beyond the CONTRACTOR's control. In the event the CONTRACTOR does default or otherwise abandon the scope of services, the CITY reserves the right to collect from the CONTRACTOR or its surety, in addition to the liquidated damages, the actual damages incurred by the CITY as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the CITY and deductions made from the payment each month to the CONTRACTOR. The decision of the CITY in the matter will be binding. The CONTRACTOR may at its option initiate the dispute resolution process included in this service agreement.

1.10 Escalator Clause for Contract Price Adjustments

For services other than residential curbside service, the contract price schedule shall be reviewed and revised in June of each contract year and extension period, if any, in accordance with the most recent full calendar year annual percentage increase in the referenced annual Consumer Price Index escalator, and the contract price shall be established for the next contract year beginning on July 1, following the June evaluation. No other changes in contract prices are permitted, except as may be authorized by this Agreement.

The referenced Consumer Price Index shall be the Consumer Price Index - All Urban Consumers for the U.S. city average area (water and sewer and trash collection services), base period December 1997=100, as published by the Bureau of Labor Statistics, U.S. Department of Labor. However, the absolute percentage change in the indexed rate may not be increased more than three percent (3%) per year and no less than one percent (1%) per year.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available shall be substituted.

No variable fees (i.e., fuel recovery fees, recycling commodity fees, etc.) are included in this Agreement.

1.11 Basis and Method of Payment

The CONTRACTOR shall be paid for services rendered under the terms of the Contract, within a reasonable time (normally 30 days) after completion of the work at month end, and receipt and approval by the CITY of the itemized billing showing the fees earned for the previous month. The amount
remitted to the CONTRACTOR by the CITY shall be the number of units serviced times the rate agreed upon in the Agreement for each unit, less any liquidated damages assessed for that period.

1.12 DISPOSAL OF SOLID WASTE AND OTHER MATERIALS

The CITY specifically reserves the right to direct the recyclables collected under these provisions to a specific state approved disposal facility or, if appropriate, to an approved collection site or recycling facility, upon agreement by the CONTRACTOR, which shall not be unreasonably withheld. The CITY retains the right to terminate the contract, on ninety (90) days written notice, if the CONTRACTOR does not comply with the direction of recyclables as set forth. Should the CITY exercise its right to direct material to specific facilities, the CITY shall pay the disposal fees directly to such facilities, unless otherwise specified, as well as any documented transportation costs.

1.13 ACCESS

The CONTRACTOR will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The CONTRACTOR, however, will be required to notify the CITY of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

The CONTRACTOR may be required to pick up waste in an alternate vehicle under circumstances that prohibit the standard collection vehicle from access to a residential unit.

1.14 PRIVATE DRIVEWAYS

The CONTRACTOR shall not be required to enter private driveways. However, within the CITY there exist private roads which may service a number of residential units. The CONTRACTOR shall be responsible to service these residential units along the private roads.

If the CONTRACTOR deems necessary, CONTRACTOR may obtain signed waivers from residents living along private roadways who are responsible for maintenance of said roadways, thereby relieving the CONTRACTOR from responsibility for any damage done to the private roadways under normal operations.

If waivers are deemed necessary by the CONTRACTOR, the CONTRACTOR is responsible for obtaining both prior approval of the waivers by the CITY and execution of the waivers by the residents.

1.15 ROUTE SCHEDULE

The CONTRACTOR shall propose efficient routes for review by the CITY. Once approved, the CITY shall publish on its website and in other appropriate media the approved routes corresponding to zones of the CITY to be serviced on various days.

The CONTRACTOR may, after the initial six (6) month period, propose changes in the routes or days of collection to the CITY. The proposal shall include a detailed comparison of the cost savings to the CITY that would occur if the proposed changes were implemented. Upon written approval from the CITY, the CONTRACTOR shall, at the CONTRACTOR’s expense, send written notice detailing the changes to the affected residential units by U.S. Mail. Said notice shall be posted in the mail not less than ten (10) days prior to the change in the collection service.

1.16 HAULING

All solid waste hauled by the CONTRACTOR shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.
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Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

1.17 STORMS AND OTHER DISASTERS

In case of an unusual storm or other disaster, the CITY may, at its discretion, grant the CONTRACTOR reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the CONTRACTOR shall advise the CITY of the estimated time required before regular schedules and routes can be resumed.

In the event of damage due to storms or other special disposal needs, the CITY may request collection and disposal services (the use of collection vehicles with drivers and laborers to collect materials staged behind the curb or edge of shoulder). The CONTRACTOR shall be compensated at the hourly rates quoted in the CONTRACTOR’s proposal form.

1.18 ADDITIONAL SERVICE

The CITY shall not be responsible to the CONTRACTOR for any additional services that fall outside the scope of this Agreement, which are provided by the CONTRACTOR without the request of THE CITY. The CONTRACTOR shall not charge any residents for services provided under the terms of this Agreement contract, unless otherwise specified by the CITY.

1.19 INFRASTRUCTURE RENOVATION/STREETS BLOCKED BY CONSTRUCTION

Periodically, major rehabilitation or reconstruction is necessary to maintain the infrastructure within 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 television.

The CITY will notify the CONTRACTOR in advance of public infrastructure rehabilitation/reconstruction work. If a private utility or other private infrastructure owner notifies the CITY or its designee in advance of these types of activities, the CONTRACTOR will be notified. However, it is not uncommon for work to be initiated without prior notification. In all cases, alternate sanitation service must be provided during this period of disruption. No additional fees shall be payable for services provided under these conditions.

1.20 PRIVATE AGREEMENTS

The CONTRACTOR may, at its option, contract with firms, individuals, or agencies for collection services outside the scope of this Agreement, subject to regulations governing private collectors generally and provided that such operations will not interfere with satisfactorily carrying out the work and obligations of this Agreement. Negotiated rates for collection services provided to cluster housing and attached/detached condominium complexes located in the CITY shall be the same as the current municipal contract unit rate.

1.21 NON-ASSIGNMENT

The CONTRACTOR shall not delegate or assign the Agreement, or any part thereof, to an unaffiliated entity, nor shall the CONTRACTOR sub-contract the Agreement or any part thereof without the prior written approval of the CITY, which shall not be unreasonably withheld. The CONTRACTOR may not assign any parts of this Agreement via sale, merger, or acquisition of the CONTRACTOR’s company without the prior written approval of the CITY, which shall not be unreasonably withheld.
2.1 Residential Collection Services

The CONTRACTOR shall be required to maintain a high level of refuse, recycling, and yard waste collection and disposal services. The CONTRACTOR shall collect, transport and dispose all refuse, recyclables, and yard waste which the resident may desire to have removed weekly. The CONTRACTOR shall collect, transport and dispose all material residents properly place at the curb, unless otherwise specified herein. Residents shall be provided with written instructions and/or explanations by the CONTRACTOR when the CONTRACTOR deems an item or items to be improperly prepared or unsuitable for curbside collection.

2.1.1 Residential Refuse Collection

The CONTRACTOR shall operate a curbside refuse collection, transportation, and disposal system, which shall result in the removal of all solid waste from all designated residential units and its being transported for disposal to an appropriate solid waste disposal facility, in accordance with all municipal, county, state and federal laws, ordinances, and regulations.

Residential premises include, but is not limited to, single-family residences, residential duplexes, and certain residential condominium units as designated by the City Manager. Residential premises shall not include apartment complexes, mobile homes and those residential condominium units not designated by the City Manager.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, ashes, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than sixty (60) pounds.

Residents will place refuse in the CONTRACTOR-provided refuse cart, refuse bags; or watertight containers of substantial construction with tight fitting lids and lifting handles and not to exceed 35 gallons in size. Refuse placed in cardboard containers and plastic or paper bags shall be considered part of the refuse and shall be collected as part of residential solid waste collection. Total weight of a single container and its contents shall not exceed sixty (60) pounds. Some articles cannot be conveniently placed in containers. Such articles, if within the weight and size limitations, must be handled individually by the CONTRACTOR. No single piece of refuse must be collected if it weighs more than sixty (60) pounds, except bulky items as hereinafter set forth.

The CONTRACTOR shall exercise reasonable care and diligence in handling containers. THE CITY will cooperate in requiring residents to provide and maintain suitable containers, and the CONTRACTOR must exercise due care in preventing damage to containers, thereto, and shall return all containers to an upright position with the lids replaced thereon or adjacent thereto. In the event the CONTRACTOR damages a container(s), the CONTRACTOR shall be responsible for replacing said container(s) with one of equivalent value at the CONTRACTOR’s expense within forty-eight (48) hours (excluding Saturdays and Sundays).

A written monthly tonnage report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the disposal facility by the CONTRACTOR on behalf of the CITY. Further, the CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the CITY.
2.1.2 Residential Bulky Waste

As part of the solid waste unit price and not as a separate pay item, the CONTRACTOR shall pick up as part of the refuse pick-up and shall deposit in the same truck or separate trucks if necessary all bulky items including but not limited to fixtures and furniture, storm doors and windows, tubs, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 8' 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. This collection is required to be made on the same day as scheduled refuse collection.

The CONTRACTOR shall not be required to collect engines, transmissions or rear axles, or bulky items resulting from the home occupant's personal repair or remodeling that exceed five feet (5') in length.

The CONTRACTOR will not be required to pick up junk cars, large parts of cars, demolition materials or other material resulting from the repair or construction of buildings except as otherwise provided herein.

2.1.3 Residential White Goods

As part of the solid waste unit price and not as a separate pay item, the CONTRACTOR shall collect recyclable metal bulky items including, but not limited to household appliances such as stoves, refrigerators, freezers, washers, dryers, water heaters, water softeners and water tanks in a separate truck to be recycled and not, under any circumstances, to be landfilled. Generally, these household metal bulky items may also include small metal sheds, swimming pools, garage doors, fenders, hoods of cars, etc. This collection is required to be made on the same day as scheduled refuse collection.

The CONTRACTOR shall be responsible for complying with all applicable laws 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 the CONTRACTOR's responsibilities to haul material and to insure that freon-containing materials that are not tagged are delivered to a designated facility for proper removal. Residents shall not be required to ensure that freon or other such refrigerants are removed prior to collection.

2.1.4 Tagging Non-Conforming Containers

If at any time any form of solid waste is not collected because of non-conformance to CITY requirements, it shall be tagged by the CONTRACTOR, stating the reason the collection was not made. Tags shall be supplied by the CONTRACTOR and be uniform in nature and highly visible. Refuse left for any reason and not tagged will be considered a missed stop. The non-conforming item will be logged and reported to the CITY within twenty-four (24) hours.

2.1.5 Handicap/Door-to-Curb Pickup

There may be residential units on the collection routes that are occupied by individuals who have been determined by the CITY to be unable to move refuse, recyclables and yard debris to the curb. These locations will require door-to-curb service by the CONTRACTOR as part of the regularly scheduled refuse collection and as part of the proposed solid waste unit price and not as a separate pay item. The CONTRACTOR will be required to bring the containers to the curb and will be encouraged, but not be required, to return the container to the resident's designated door.

2.1.6 Christmas Trees

Christmas trees shall be collected and disposed of by the CONTRACTOR from December 26th through the week that includes January 15th as part of the proposed solid waste unit price and not as a separate pay item.
2.1.7 Yard Waste/Lawn Debris Collection

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the CONTRACTOR shall separately pick up unlimited, separated yard waste and lawn debris as part of the regularly scheduled collection. The period of collection shall be from the Monday of the first full week of April through the Friday of the last full week of November, unless otherwise specified by mutual agreement between the CONTRACTOR and the CITY.

The CONTRACTOR will provide, upon request of the CITY, additional yard waste/lawn debris collection, provided the CONTRACTOR has access to a compost site that is open and accepting material. (Such additional collection services could be required as the result of a major storm.) The rate for this additional service shall be as specified in Attachment C, Contractor's Compensation.

All yard waste and lawn debris shall be transported for disposal to an appropriate compost site, in accordance with all municipal, county, state and federal laws, ordinances, and regulations, and under no circumstances to a landfill or disposal facility, unless otherwise specified herein and permitted by law. Yard waste and lawn debris shall not be mixed with any other refuse or recyclables. A written monthly report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the CONTRACTOR on behalf of the CITY.

Acceptable yard waste and lawn debris shall include 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 dirt removed from root systems; or any other material defined by law as "yard clippings".

Acceptable yard waste and lawn debris shall include so-called "woody" or "hard" yard waste as long as it is properly prepared. The CONTRACTOR will not be required to pick up tree branches or logs greater than six inches (6") in diameter, longer than four feet (4') in length, tied or secured with string or twine in bundles larger than eighteen inches (18") in diameter, or weighing in excess of sixty (60) pounds. Such material shall be collected as part of regular refuse collection unless otherwise prohibited by law.

The yard debris will be bundled as required, placed in large capacity kraft/paper bags or placed loose in cans with a "yard waste recycling" or "compost" sticker on the container, or otherwise clearly marked as "yard waste."

Brush, branches, tree trimmings, shrub clippings tied and bundled and set out for collection at other than the designated yard waste/lawn debris collection season shall be collected as part of the regular refuse collection, unless otherwise prohibited by law.

Upon request of the CITY, the CONTRACTOR shall annually provide the CITY, at no additional charge, two hundred (200) cubic yards of finished compost, delivered at no charge to the CITY to a site to be determined by the CITY. The CITY reserves the right to manage the amount delivered and the frequency at which it is supplied.

2.1.8 Recycling Collection and Disposal

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the CONTRACTOR shall separately pick up on the same day as the regularly scheduled refuse collection required by this Agreement, recyclable materials set-out as per the specifications identified by the CITY, as indicated in Attachment D and as indicated in the MRF Services Agreement between RRRASOC and the CITY. All recyclable material shall be transported to the RRRASOC Material
City of Novi
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

Recovery Facility, located at 20000 W. Eight Mile Rd., Southfield, MI 48075 in accordance with the MRF Services Agreement.

Recyclable materials shall be placed in a 64-gallon recycling cart to be provided by the CONTRACTOR. The cart will include a label, approved by RRRASOC and the CITY, identifying the materials that may be recycled. The CONTRACTOR will be responsible for replacing any carts damaged by the CONTRACTOR within twenty-four (24) hours.

A written monthly set-out rate report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, identifying the number of recycling carts that are set out for collection on each route day of the month and identifying the total number of households on each route day. Further, the CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the CITY.

A written monthly report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the CONTRACTOR on behalf of the CITY. Further, the CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the CITY.

2.2 Other Municipal Solid Waste Services

The CITY may request other Municipal Solid Waste Services including, but not limited to, solid waste container service at municipal buildings and facilities, clean-up assistance, and Department of Public Services (DPS) debris transport and disposal. Such services shall be billed in accordance with the fee schedule included in Attachment C, Contractor's Compensation, and included in the monthly invoice submitted to the CITY.

2.3 Residential Refuse and Recyclable Collection Start-Up Education Program and Program Literature

The CONTRACTOR shall be responsible for the successful and smooth transition to the new collection services in a timely manner and shall be responsible for all facets, including but not limited to all labor, materials, layout and setup costs, printing costs, delivery and/or postage and any other related expenses for the education of the residents of the new collection services. The education program and all associated literature must first be approved by the Director of Community Relations or his/her designated representative. The program, at a minimum, must include the requirements as specified herein.

Prior to the start of the new collection service, the CONTRACTOR shall have delivered City-wide, via the USPS, or by other means approved by the CITY, the initial educational program information. The literature should be full color and must at a minimum include the delivery dates of the residential refuse and recyclable carts, program start dates, route schedules, instructions for setting the carts next to the street, lists of all acceptable refuse, recyclables, yard waste and bulky and large items.

The CONTRACTOR shall work with the CITY and make available a public service video to be broadcast as the CITY determines.

The CONTRACTOR shall set up at City Hall samples of the program’s carts, program literature and overviews of the new service program as created in partnership with the CITY.

Prior to the start of the new collection service, a telephone hot line shall be established by the CONTRACTOR to answer any program questions. The hot line phone number shall be staffed at a
City of Novi
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

minimum between the hours of 8 a.m. and 5 p.m. and be in place, at a minimum, for a period of thirty (30) days. The hot line phone number and hours must be printed on all program literature.

A second CITY-wide mailing, as determined by the CITY and the CONTRACTOR, shall be delivered, reminding participants of the program start date, the CONTRACTOR's Customer Experience Center's phone number, and where literature is available.

Additional copies of the program literature must be made available upon request of the CITY at no additional expense for distribution in CITY buildings for new residents.
CONTRACTOR'S COMPENSATION

1. **Form of Invoice:** The monthly invoice submitted by the CONTRACTOR must contain the following information. A duplicate copy shall be provided to RRRASOC.

   (a) **Fee for Units Serviced:** Provide an Itemization of the total number of units serviced, the type of service provided, the unit price for that service as modified by any applicable price escalation factor as provided for in this agreement and the extension of that unit price multiplied by the number of units serviced.

   (b) **Subtotal for Invoice:** Sum a total of any itemization in 1(a) above.

   (c) **Deducts:** Subtract and deductions allowed for Liquidated Damages.

   (d) **Final Amount Due:** Sum the total of charges and deductions that is to be paid by the CITY to the CONTRACTOR.

2. **Contractor's Base Price Rate Schedule for collection, transportation, and disposal (solid waste unit price as of July 1, 2016):**

   (a) Residential Units (CONTRACTOR-provided 96-gallon refuse cart, CONTRACTOR-provided 64-gallon recycling cart, yard waste, bulky items):

      - Year 1 - $159.00
      - Year 2 - $162.24
      - Year 3 - $165.48
      - Year 4 - $168.84
      - Year 5 - $172.20

   (b) Condominium Units (Association option)

      (1) CONTRACTOR-provided 96-gallon refuse cart, bulky items, no recycling:

         - Year 1 - $126.24
         - Year 2 - $128.76
         - Year 3 - $131.28
         - Year 4 - $133.92
         - Year 5 - $136.56

         OR

         (2) CONTRACTOR-provided 96-gallon refuse cart, CONTRACTOR-provided 64-gallon recycling cart, bulky items:

         - Year 1 - $141.24
         - Year 2 - $144.00
         - Year 3 - $146.88
         - Year 4 - $149.76
         - Year 5 - $152.76

   (c) Other Services:

      (Three (3) pages follow -- Municipal Site and Special Refuse and Recycling)
Appendix A
Collection Cost Proposal – Municipal Site and Special Refuse and Recycling

<table>
<thead>
<tr>
<th>Location</th>
<th>Qty</th>
<th>Current Equipment</th>
<th>Current Service</th>
<th>Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civic Center</td>
<td>1</td>
<td>3 yd w/lid</td>
<td>4 x week (M, W, F, Sat)</td>
<td>$98.72</td>
</tr>
<tr>
<td>Police</td>
<td>1</td>
<td>8 yd slant dumpster with lid</td>
<td>2 x week</td>
<td>$131.63</td>
</tr>
<tr>
<td>Power Park</td>
<td>1</td>
<td>8 yd slant dumpster with lid</td>
<td>2 x week May - October only, no service/billing in winter, container left on site.</td>
<td>$131.63</td>
</tr>
<tr>
<td>Lakeshore Park</td>
<td>1</td>
<td>8 yd slant dumpster with lid</td>
<td>1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March.</td>
<td>$196.91</td>
</tr>
<tr>
<td>Community Sports Park</td>
<td>2</td>
<td>8 yd slant dumpster with lid</td>
<td>1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March. Leave container on site, billing suspended during no service period.</td>
<td>$394.89</td>
</tr>
<tr>
<td>Fire Department (Four Stations)</td>
<td>18</td>
<td>St#1: 4-96 gal carts, St#2: 2-96 gal carts, St#3: 2-96 gal carts, St#4: 2-96 gal carts, plus 2 carts for recycling each locale</td>
<td>1 x week</td>
<td>$50.01</td>
</tr>
<tr>
<td>Novi Public Library</td>
<td>1</td>
<td>front load 6 yd</td>
<td>2 x week (Tues/Fri)</td>
<td>$98.72</td>
</tr>
</tbody>
</table>
## City of Novi
### Request for Proposals

**Collection & Disposal of Solid Waste:**
Refuse, Recyclables and Yard Waste and Other Services

<table>
<thead>
<tr>
<th>Location</th>
<th>Qty</th>
<th>Current Equipment</th>
<th>Current Service</th>
<th>Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ice Arena</td>
<td>2</td>
<td>8 yard plus 4 yard recycling bin</td>
<td>3x week - 8 yard</td>
<td>$294.44</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 yard recycling bin</td>
<td>1x for recycling bin</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>2 yard compactor +15 recycling bins</td>
<td>3x week (main building) (M, W, F)</td>
<td>$149.69</td>
</tr>
<tr>
<td>Meadowbrook Commons</td>
<td>60</td>
<td>customer supplied can or bags, plus contractor supplied recycle bin</td>
<td>1x week (curbside pickup at ranch units)</td>
<td>$91.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>6 yard compactor</td>
<td>as needed, usually 1x qtr (main building)</td>
<td>$148.09</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>6 yard compactor</td>
<td>as needed, usually 1x qtr (main building)</td>
<td></td>
</tr>
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</table>

**Location**

<table>
<thead>
<tr>
<th>Qty</th>
<th>Current Equipment</th>
<th>Current Service</th>
<th>Cost Per Pickup Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30 yd roll-off</td>
<td>pick up on-call basis</td>
<td>$325.00</td>
</tr>
<tr>
<td>1</td>
<td>30 yd rolloff</td>
<td>as needed</td>
<td>$325.00</td>
</tr>
<tr>
<td>1</td>
<td>30 yd rolloff</td>
<td>as needed</td>
<td>$325.00</td>
</tr>
</tbody>
</table>

* 30 Yard Roll off "Special" includes 4 tons, tons over 4 charged at $25.00 per ton

December 2015
Collection and Disposal of Solid Waste: Refuse, Recyclables and Yard Waste
And Other Services A-7
CITY OF NOVI
REQUEST FOR PROPOSALS
COLLECTION & DISPOSAL OF SOLID WASTE:
REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES

Appendix A
Collection Cost Proposal – Municipal Site and Special Refuse and Recycling

OTHER SERVICES

Storm Cleanup – Hourly Rates:

- Refuse: \$130.00/hour plus disposal at \$25.00 per Ton
- Yard Waste: \$130.00/hour plus disposal at \$25.00 per Ton

December 2015
Collection and Disposal of Solid Waste: Refuse, Recyclables and Yard Waste
And Other Services A-8
City of Novi
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Attachment D

FACILITY DELIVERY STANDARDS FOR SINGLE STREAM RECYCLABLES

Single Stream Recyclables consist of the following, loose, uncompacted, and commingled:

1. Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
2. Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
3. Aluminum used beverage containers and foil clean of food.
4. All plastic bottles and containers with resin code numbers 1, 2, 4, 5, 6 (excluding expanded polystyrene foam, Styrofoam) and 7 – including but not limited to:
   a) HDPE plastic bottles (RIC Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.
   b) PET plastic bottles (RIC Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, and some shampoo bottles.
   c) Agricultural Plant trays and Pots (clean, free of residue and soil).
   d) Plastic Household Tubs/containers #1, 2 and 4-7, which includes plastic yogurt and margarine tubs, frozen concentrated juice containers, Folgers coffee containers, freezer microwave trays, berry boxes (#1) including attached lids, salad/carryout boxes (#1) (clean, free of residue and soil). #3 is not acceptable.
5. Pots and pans.
7. Bulky high-density polyethylene (HDPE) is defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category is often referred to as “Injection HDPE”.
8. No plastic film. No plastic bags.
9. O NP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newprint is unacceptable.
10. OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.
11. OCC - old corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water-soluble glues do not have to be removed. OCC can be damp but not soaked. Wax-coated and oriental old corrugated containers are not acceptable.
12. Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
13. Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
14. High-grade paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
15. Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.


Maximum allowable contamination rate is 8%.

DELIVERY RULES AND REGULATIONS

Residents and businesses are encouraged to discard containers' contents, labels, loose caps and rings, and to rinse containers; but there is no requirement for labels and caps to be removed from Recyclable Materials.

Materials delivered, as either Commingled Containers or Commingled Fiber or Single Stream Recyclables will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection recycling program.

Recyclables will not be delivered in bags unless specifically allowed or directed above.

Loads will be considered non-conforming to Facility Delivery Standards if: 1. They are found to be contaminated with Hazardous or Infectious Waste and/or is unprocessable; or 2. A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables, but are not Hazardous or Infectious Waste.