

**PREFERRED PROVIDER
WASTE DISPOSAL AND CARDBOARD RECYCLING SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 22nd day of April by and between the Ypsilanti Downtown Development Authority, (hereinafter called the Authority/Customer), and Stevens Disposal and Recycling Service Inc. Petersburg, MI. (hereinafter called the CONTRACTOR),

WITNESSETH

In consideration of Contractor's payment of the required license fee in accordance with the Municipals Waste Disposal Ordinance and the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The CONTRACTOR is hereby granted preferred hauler status and a license within the territorial jurisdiction of the Customer for the purpose of furnishing all personnel, labor, equipment, trucks, and all other items necessary to provide municipal solid waste collection, removal and disposal services and to perform all of the work called for and described in Exhibit "A".
2. Unless otherwise terminated under the terms of this Contract, the CONTRACTOR shall provide the services called for and described in Exhibit "A" at the agreed rates set forth therein for the full five (5) year term of the CONTRACT.
3. This CONTRACT is in effect from **06/01/2021** through **05/31/2026**. CONTRACTOR and Customer if agreeable between both parties can discuss on or after **01/01/2026** an extension of an additional five (5) year term contract or as otherwise agreed to by the parties.
4. The Contract Documents shall include the following documents, and this CONTRACT does hereby expressly incorporate same herein as fully as if set forth verbatim in this CONTRACT:
 - a. The CONTRACT;
 - b. Any written addenda or changes to the Contract Documents agreed to by the parties hereto; and
 - c. Certificate of Insurance:
Contractor's Liability Insurance. The CONTRACTOR shall procure and shall maintain during the life of the CONTRACT, for each vehicle, public liability and property damage insurance in an amount not less than \$3,000,000.00 for injuries including accidental death to each person and in an aggregate amount of not less than \$5,000,000.00 on account of each occurrence, and property damage insurance in an amount of not less than \$1,000,000.00 for each occurrence, and an amount of not less than \$1,000,000.00 aggregate. CONTRACTOR shall also carry general business liability insurance including completed operations and contractual liability coverage with minimum coverage of \$1,000,000.00 per occurrence and not less

than \$5,000,000.00 in the aggregate, and contractual liability insurance of not less than \$500,000.00 and \$1,000,000.00 in the aggregate. The Authority/Customer shall be named as an additional insured party under such insurance policies.

- i. Workers Compensation Insurance. The CONTRACTOR shall procure and shall maintain during the life of the contract, employee liability and workers compensation insurance, in compliance with the laws of the State of Michigan for all of its employees who will be engaged in work on the project under this CONTRACT. In case any work is sublet, the CONTRACTOR shall require the subcontractor to provide employer's liability and worker's compensation insurance as outlined above for all of its employees who are engaged in such work.

5. CONTRACTOR agrees to strictly comply with and conform to all provisions of the Contract Documents. No amendments to this CONTRACT shall be made except upon written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

6. This CONTRACT is entered into subject to the following conditions:

- a. The CONTRACTOR shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in and required under the TOWNSHIP's Waste Collection Disposal Ordinance and this CONTRACT.

- b. The CONTRACTOR is not liable for failure to wholly perform the duties under this CONTRACT if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other similar circumstance beyond the reasonable control of the CONTRACTOR.

- c. In the event any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Document.

- d. The CONTRACTOR hereby agrees to indemnify and hold harmless the Authority/Customer, it's officers, employees, and agents from all claims, suits, or actions of any kind and character made upon or brought against the said Customer, it's officers, employees, and agents for and on account of any injuries or damages received or sustained by any person or persons which are in whole or in part caused by negligent or willful acts or omissions on the part of said CONTRACTOR, it's servants, agents, employees, and subcontractors in doing the work and rendering the services herein contained, and also from all claims of damage for infringement of any patent in filling this contract. This indemnification shall include attorney fees and costs and all other expenses incurred in the defense of any claim, suit or action of every kind and character. Additionally, CONTRACTOR shall at all times indemnify

and hold the Authority/Customer harmless from all just claims incurred by or contracted for by the CONTRACTOR, including but not limited to, claims of all employees and mechanics for labor that shall be performed, claims for payment of material and equipment purchased, claims for the payment of material and equipment leased or rented. It is understood and agreed that in no instance shall the CONTRACTOR indemnify the Authority/Customer, its employees, or agents from their own negligence or intentional acts.

e. In the event that CONTRACTOR'S costs to provide the services provided for under the terms of this CONTRACT are substantially increased due to new State, Federal or local regulations, CONTRACTOR may apply to the Customer for a rate schedule increase or decrease commensurate with the change in costs related to the new laws. The Customer/Authority will not unreasonably deny such a change in rates.

7. **Termination:** This Contract may be terminated by the Customer upon 60 days written notice sent to Contractor at its address in the event Contractor:

- a. Repeatedly fails to fulfill its obligations hereunder in a timely and proper manner;
- b. Violates any of the covenants, agreements, or the terms of this Contract and fails to cure such default within a 5-day cure period or, if such default cannot be cured within such 5-day period, Contractor fails to initiate and expedite such cure in a prompt manner; or
- c. Ceases conducting business in the normal course by reason of insolvency, bankruptcy, or any similar proceeding, whether voluntary or involuntary.

IN WITNESS WHEREOF, we, the contacting parties, by our duly authorized agents, hereto affix our signatures and seals at Ypsilanti Downtown Development Authority, Ypsilanti, Michigan as of this 22nd day of April 2021.

CONTRACTOR

**Stevens Disposal and Recycling
Service Inc.**

By: _____

Kevin R. Shipman

Its: Customer Relations Manager

By: _____

Witness

**Ypsilanti Downtown Development
Authority
Ypsilanti, Michigan**

By: _____

Christopher Jacobs, Director

By: _____

Witness

EXHIBIT "A"

**CONTRACT FOR SOLID WASTE COLLECTION & DISPOSAL
WEEKLY CURBSIDE COLLECTION**

A. CONTRACTOR shall provide collection of Solid waste and Cardboard (recycle) on a three (3) times per week basis from containers provided by the Contractor at the specified locations determined by the Customer/Authority.

B. CONTRACTOR shall provide 3-8-yard, & 1-6-yard containers for solid waste collection and 2-8-yard, 1-6 yard, & 1-4-yard containers for Cardboard recycle collection. It is understood and agreed by and between the parties hereto that the CONTRACTOR will not claim or be entitled to any compensation in excess of the approved rate schedule stated herein. It shall be presumed that any and all work is done as part of this CONTRACT, and compensation for the same is included in the amount to be paid monthly.

C. CONTRACTOR shall invoice the Customer/Authority directly. Customer/Authority will be invoiced Monthly in advance of the service delivery and in accordance with the following rate schedule or a rate schedule otherwise approved in a written amendment or addendum hereto.

TRASH and RECYCLE rates will have 7% annual increase years Two (2) through Five (5).

Year one	<u>\$1,576.12</u> per month
Year two	<u>\$1,686.45</u> per month
Year three	<u>\$1,804.50</u> per month
Year four	<u>\$1,930.81</u> per month
Year five	<u>\$2,065.97</u> per month

D. CONTRACTOR will assume all costs and retain all revenues associated with the processing of recyclables.

E. CHARGES & COLLECTION - Customer will pay the Contractor on a monthly basis, unless otherwise specified on the face of this agreement, for the collection and disposal services and/or equipment se and maintenance provided by the contractor in accordance with the itemized charges provided in this Agreement. Customer agrees to pay in advance up to one (1) month of the agreed upon monthly rate specified in the Agreement. Customer agrees to pay a late fee of \$15.00 or 5% (whichever is greater) per month to accompany any past due payments. Possible pull or reconnection fees may apply to any accounts that have been suspended or quit. Fuel and Environmental surcharges may be accessed to any account along with applicable state/federal fees.

F. Liquated Damages – If the Customer defaults or attempts to cancel Contractor's services or this service Agreement, Customer agrees that the Contractor's damages would be difficult, if not impossible to calculate> Therefore, Customer agrees that in such event it shall pay all past due sums, all charges documented that were waived in lieu of accepting the terms of the Agreement, in addition, shall pay as liquated damages and not as penalty, amount equal to six (6) times the monthly rate, plus any late or pull fees; plus all attorney's fees plus reasonable expenses Contractor incurs representing and enforcing this Agreement. Contractor needs to enforce its right against Customer for cancellation of said contract. Contractor will provide Customer with liquidated damages amounts via First Class Mail, or upon request via Electronic facsimile. Any litigation through municipal court or binding arbitration shall increase liquated damages to the amount charged to the Contractor for reasonable attorney's fees plus reasonable expenses Contractor incurs representing and enforcing this Agreement. Contractor will collect maximum amount allowed by law.

G. DAYS OF COLLECTION - Collection shall be scheduled for Three (3) weekday each week except where, due to holiday or unforeseen circumstances, it is necessary to work Saturday. In no case will collection be permitted on Sunday unless approved by the Customer/Authority writing by the Director.

H. HOURS OF COLLECTION - The collection shall not begin before 6:00 AM unless special permission is granted by the Customer/Authority.

I. COLLECTION ON HOLIDAYS - Rubbish and recyclables will not be collected on official holidays which at this time include the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Where the schedule is interrupted because of a holiday or other factor that causes a delay in the normal collection schedule, the CONTRACTOR shall make pickups on a schedule of one (1) day late and shall return to the regular schedule the following Monday.

All rubbish and garbage normally scheduled for pickup on the day upon which a holiday falls must be picked up before starting the pickup ordinarily scheduled for the day following the holiday.

J. COLLECTION TRUCKS AND EQUIPMENT - The CONTRACTOR shall make all collections required hereunder and shall transport the same to the disposal grounds and recycling facilities in and by the use of modern, sanitary, motor propelled, collection units that are metal, enclosed, water tight, "packer type" collection units.

Each collection vehicle shall be kept in a safe and sanitary condition at all times and places, and to ensure compliance herewith, CONTRACTOR agrees that the Customer shall have the right to inspect the CONTRACTOR's collection vehicles at any time to ascertain such safe and sanitary conditions.

The CONTRACTOR shall keep collection vehicles uniformly identified, well painted and washed. CONTRACTOR and any agent or employee of CONTRACTOR shall not drive or move a vehicle on any street unless it is so constructed and loaded as to prevent its contents from dropping, sifting, leaking, blowing off or otherwise escaping or spilling from the vehicle. CONTRACTOR agrees that any spillage shall be immediately picked up and removed by CONTRACTOR or the agents or employees of CONTRACTOR.

All vehicles shall be capable of receiving and transmitting radio communication and should be in constant contact with their dispatcher.

K. STATUS OF CONTRACTOR - It is expressly agreed and understood that the CONTRACTOR is in all respects an independent contractor as to work done under this CONTRACT, notwithstanding that in certain respects the CONTRACTOR is bound to follow the direction of the Customer/Authority. The CONTRACTOR is in no respect an agent, servant, or employee of the Customer/Authority.

L. EMPLOYEES - The CONTRACTOR shall employ in all areas of his work only competent and trustworthy persons, including reliable foremen. Should the Customer/Authority at any time give reasonable notice in writing to the CONTRACTOR, or his representative, that the work behavior on the job of any employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper orders, or in any way detrimental to the satisfactory progress of the work, the CONTRACTOR shall cease using said employee to perform tasks in connection with this CONTRACT.

The CONTRACTOR shall furnish its employees with uniforms which shall be as neat and clean as circumstances permit.

In performing their duties in connection with this CONTRACT, employees of the CONTRACTOR shall respect the property rights of the property owner. Employees shall not trespass or litter across property to adjoining premises or meddle or tamper with property which does not or should not concern them.


M. CARE AND DILIGENCE - The CONTRACTOR shall exercise all reasonable care and diligence in handling refuse and garbage containers. The CONTRACTOR shall replace emptied containers in an upright position with the lids replaced thereon.

All complaints received by the Customer/Authority from any person concerning collection and removal of refuse will be referred to the CONTRACTOR. CONTRACTOR agrees that every complaint shall be investigated, and where the same involves a failure to collect refuse or recyclable material required to be collected under this CONTRACT, the CONTRACTOR shall make the required collection and under no circumstances shall the collection be made more than twenty-four (24) hours after receipt of such notice except when the collection schedule has been altered due to holidays or unforeseen circumstances.

N. ADDITIONAL FEE'S - Contractor will charge a \$100.00 per occurrence contamination fees for any load of cardboard that ben contaminated with foreign material including bagged trash. (while we do not anticipate any contamination based on the container style making it very difficult to get high volume of foreign material into the container). Exchange or relocation of containers request from the Customer other than container maintenance needs will have a charge of \$125.00 per container.

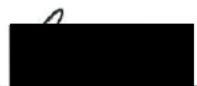
O. EXTRA SERVICE RATES - Contractor will charge Customer the rate of \$85.00 per container serviced for any extra dump services requested by the Customer.


**CONTRACTOR
Authority
Stevens Disposal and Recycling
Service Inc.**

By: 
Kevin R. Shipman
Its: Customer Relations Manager

By: 
Witness:

**Ypsilanti Downtown Development
Ypsilanti, MI.**

By: 
Christopher Jacobs, Director

By: 
Witness: