



AGENDA

Regular Meeting – Wednesday, September 13, 2023 – 9:30 a.m.

[Pleasant Ridge Community Center, 4 Ridge Road](#)

Joint Meeting

1. Meeting Called to Order
2. Roll Call, Recognition of Visitors and Public Comment
3. Discussion Regarding General Manager Search Process

Regular Meeting

1. Meeting Called to Order
2. A. Roll Call, Recognition of Visitors & Public Comment
B. Public Comments
3. Approval of Agenda
4. Consent Agenda
All items listed on the Consent Agenda are considered to be routine by the Board of Trustees, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a Board Member or visitor so requests, in which event the item will be removed from the consent agenda and considered as the last item of business.
 - A. Approval of Minutes – Regular Meeting – August 9, 2023
 - B. Approval of Warrants – No. RA 849
 - C. Information Reports
 - 1) Tonnage Analysis – July 2023

- 2) Tonnage Percentages – August 2023
 - 3) Budget Analysis – August 2023
 - 4) Budget Analysis – July 2023 – August 2023
 - 5) Financial Status Summary – August 2023
 - 6) Compost Delivered to Members
- D. Rental Property Report
- E. Scale Software Upgrade
- F. RRS Proposal for Recycling Audit Services
5. Administrative Reports (No Board Action Requested)
- A. Operations Update
6. Future Business (Communication from Board Members)
7. Items for Decision (Board Action Requested)
- A. Contract Extension – Padnos
- B. Contract Extension – Royal Oak Recycling
- C. SOCRRA Participation in Disaster Debris Management Plan Proposal
- D. Grant Agreement – Glacier Robotics
- E. Contract Extension – CEO
8. Adjournment

Notice: The Southeastern Oakland County Resource Recovery Authority will provide necessary, reasonable auxiliary aids and services, such as signers, for the hearing impaired, or audiotapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Southeastern Oakland County Resource Recovery Authority by writing or calling: General Manager's Office, 3910 W. Webster Road, Royal Oak, MI 48073; (248) 288-5150.

SOCRRA
Regular Meeting – August 9, 2023
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Adjourned –	13449

SOCRRA
REGULAR MEETING MINUTES

Wednesday, August 9, 2023 – Royal Oak Senior Center

The meeting was called to order at 9:32 a.m. by Mr. Chris Wilson, Chair

<u>Present</u>	<u>Votes</u>	<u>Municipality</u>
Shawn Young	4	Berkley
Jeff Campbell	3	Beverly Hills
Jana Ecker	6	Birmingham
Trever Zablocki	3	Clawson
Andy LeCureaux	3	Hazel Park
Chris Wilson	2	Huntington Woods
Karen Miller	1	Lathrup Village
Dave DeCoster	5	Oak Park
Aaron Filipski	14	Royal Oak
Kurt Bovensiep	<u>15</u>	Troy
 Total	 56	

<u>Absent</u>	<u>Votes</u>	<u>Municipality</u>
Vacant	5	Ferndale
Jim Breuckman	1	Pleasant Ridge

Also Present

Jeff McKeen, General Manager
 Robert Jackovich, Operations Manager
 Robert Davis, General Counsel
 Colette Farris, Organizational Development Manager
 Scott Zielinski, Birmingham

-13441-

The Chair recognized visitors and called for public comment. There being no persons present who wished to be heard, the Chair closed the public comment segment.

-13442-

Motion by Mr. A. LeCureaux, supported by Mr. A. Filipski:

That the Agenda be approved as submitted.

Yeas: Young, Campbell, Ecker, Zablocki, LeCureaux, Wilson, Miller, DeCoster,
Filipski, Bovensiep (56 votes)

Nays: None

Absent: Vacant (5 votes), Breuckman (1 vote)

Motion carried.

-13443-

APPROVAL OF CONSENT AGENDA

Motion by Mr. J. Campbell, supported by Mr. K. Bovensiep:

That the Consent Agenda be approved.

APPROVAL OF MEETING MINUTES

That the minutes of the Regular Meeting of July 12, 2023 be approved as submitted.

APPROVAL OF WARRANT – NO. RA-848

That Warrant RA-848 in the amount of \$2,132,172.13 be approved and payments authorized.

INVESTMENTS – JULY 1, 2022 TO JUNE 30, 2023

That the investments report made by the Authority for July 1, 2022 to June 30, 2023 be received and filed and made a part of the Board record.

QUARTERLY LEGAL REPORT

That the Quarterly Legal Report be received and filed.

INFORMATION REPORTS

That the monthly information reports be received and filed.

MERS ANNUAL MEETING

That the resolution providing for the employee delegate to represent SOCRRA in the Michigan Municipal Employees' Retirement System annual meeting be adopted.

ROLL CALL VOTE

Yeas: Young, Campbell, Ecker, Zablocki, LeCureaux, Wilson, Miller, DeCoster,
Filipski, Bovensiep (56 votes)
Nays: None
Absent: Vacant (5 votes), Breuckman (1 vote)

Motion carried.

-13444-

Motion by Mr. A. LeCureaux, supported by Mr. A. Filipski:

That the report on Operations Update be received and filed.

Yeas: Young, Campbell, Ecker, Zablocki, LeCureaux, Wilson, Miller, DeCoster,
Filipski, Bovensiep (56 votes)
Nays: None
Absent: Vacant (5 votes), Breuckman (1 vote)

Motion carried.

-13445-

Motion by Mr. A. LeCureaux, supported by Mr. K. Bovensiep:

That the Summary of 2022/23 operations be received and filed.

Yeas: Young, Campbell, Ecker, Zablocki, LeCureaux, Wilson, Miller, DeCoster,
Filipski, Bovensiep (56 votes)
Nays: None
Absent: Vacant (5 votes), Breuckman (1 vote)

Motion carried.

-13446-

Motion by Mr. A. LeCureaux, supported by Ms. K. Miller:

That the OPEB Actuarial Report be received and filed.

Yeas: Young, Campbell, Ecker, Zablocki, LeCureaux, Wilson, Miller, DeCoster,
Filipski, Bovensiep (56 votes)

Nays: None

Absent: Vacant (5 votes), Breuckman (1 vote)

Motion carried.

-13447-

Motion by Mr. A. LeCureaux, supported by Mr. K. Bovensiep:

That the Board receive and file the 2024 and 2025 Schedule of Important Collection Dates report.

Yeas: Young, Campbell, Ecker, Zablocki, LeCureaux, Wilson, Miller, DeCoster,
Filipski, Bovensiep (56 votes)

Nays: None

Absent: Vacant (5 votes), Breuckman (1 vote)

Motion carried.

-13448-

Motion by Mr. A. LeCureaux, supported by Mr. A. Filipski:

That the report on the General Manager Search Process be received and filed.

Yeas: Young, Campbell, Ecker, Zablocki, LeCureaux, Wilson, Miller, DeCoster,
Filipski, Bovensiep (56 votes)

Nays: None

Absent: Vacant (5 votes), Breuckman (1 vote)

Motion carried.

-13449-

Motion by Mr. A. LeCureaux, supported by Mr. A. Filipski:

That the meeting be adjourned.

Yeas: Young, Campbell, Ecker, Zablocki, LeCureaux, Wilson, Miller, DeCoster,
Filipski, Bovensiep (56 votes)
Nays: None
Absent: Vacant (5 votes), Breuckman (1 vote)

The Chair ordered the meeting adjourned at 10:11 a.m.

APPROVED: _____
Chair

Secretary

SOCRRA
CHECK WARRANT
AUGUST 2023

RRA 849
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
79672	Bronson Gavin	567.93	Employee Payroll Advance
79673	Airgas USA LLC	108.21	Supplies - MRF
79674	Cintas Corporation	430.38	Maintenance of Building - MRF
79675	Home Depot Credit Services	91.90	Maintenance of Building - CS
79676	KLM Scape & Snow LLC	3,000.00	Landfill Maintenance - RH Landfill
79677	Latigo Transport Inc.	284.24	Hauling Compost - CS
79678	Lyden Oil Company	139.90	Maintenance of Equipment - MRF
79679	Resource Recycling Systems Inc.	4,030.00	Recycling Consulting
79680	RKA Petroleum Companies Inc.	4,785.47	Fuel - TS. CS
79681	Specialty Employment Services Inc.	3,736.01	Temporary Staffing - MRF
79682	Employee Optical Dental Reimbursement	244.00	Employee Optical Dental Reimbursement
79683	Terminal Supply Co.	215.54	Maintenance of Equipment - TS
79684	Great Lakes Lubricants	241.29	Maintenance of Equipment - CS
79685	Bandit Industries	831.72	Maintenance of Equipment - CS
79686	ERG Environmental Services	3,948.00	HHW Service
79687	Tringali Sanitation	621.64	Collection Contract
79688	Tringali Sanitation	1,243.28	Collection Contract
79689	Tringali Sanitation	2,610.88	Collection Contract
79690	Voided Check	0.00	Voided Check
79691	Michigan Municipal Risk	57,136.00	Property & Liability Insurance
79692	Michigan Municipal Risk Management Authority ECP	26,800.78	Utilities
79693	Tringali Sanitation	63,802.24	Collection Contract
79694	SOCWA	35,173.18	2023 Q4 Administrative Benefits
79695	Fontenot Landscape Services LLC	41,524.00	Brush Chipping
79696	eCycle Opportunities LLC	6,148.10	Electronics Recycling
79697	Voided Check	0.00	Voided Check
79698	Alerus Financial	2,585.77	Deferred Compensation
79699	Detroit Recycling	5,107.27	Recycling Processing
79700	GFL Environmental USA	6,862.50	Collection Contract
79701	GFL Environmental USA	103,000.00	Collection Contract
79702	Airgas USA LLC	635.46	Supplies - MRF, TS
79703	Interstate Billing Services Inc	690.40	Maintenance of Equipment - MRF
79704	Alta Equipment Company	1,150.00	Maintenance of Equipment - CS
79705	Cintas Corporation	430.38	Maintenance of Building - MRF
79706	Davis Listman PLLC	2,926.00	Legal Services

SOCRRRA
CHECK WARRANT
AUGUST 2023

RRA 849
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
79707	Home Depot Credit Services	888.18	Supplies - MRF, Maintenance of Building - TS, CS, Maintenance of Equipment
79708	Jay's Septic Tank Service	500.00	Maintenance of Equipment - TS, CS
79709	KLM Scape & Snow LLC	3,130.00	Maintenance of Property & Grounds - CS
79710	The City of Madison Heights	69.32	Utilities
79711	Michigan Cat	165.41	Maintenance of Equipment - MRF
79712	Propane Services/Superior Plus Energy Services	270.90	Fuel - MRF
79713	RKA Petroleum Companies Inc.	7,735.02	Fuel - TS, CS
79714	Specialty Employment Services Inc. - Sentech	3,656.32	Temporary Staffing - MRF
79715	Teamsters Local #214	1,835.00	Union Dues
79716	Total Trailer	109.56	Maintenance of Equipment - MRF
79717	Total Packaging Concepts	2,512.50	Supplies - MRF
79718	Uline	2,014.46	Supplies - MRF
79719	VFP Fire Systems	1,450.00	Maintenance of Building - MRF
79720	SOCWA	18,334.31	Reimburse SOCWA Administrative Wages
79721	IDF Clean-up Inc	15,250.00	Equipment Rental - MRF
79722	SWANA	580.00	Personnel Improvement
79723	Alerus Financial	2,895.20	Deferred Compensation
79724	Fire Rover LLC	2,210.00	Maintenance of Equipment - MRF
79725	Pirtek Auburn Hills	858.52	Maintenance of Equipment - MRF
79726	Progressive Sweeping Contractors Inc.	1,333.20	Maintenance of Property & Grounds - TS
79727	MI Conveyance Solutions	2,346.32	Maintenance of Equipment - MRF
79728	TWN Consulting LLC	275.00	Consulting
79729	Double Tree Service & Landscaping	3,500.00	Storm Damage Cleanup - Rental Properties
79730	GFL Environmental USA	63,099.38	Collection Contract
79731	GFL Environmental USA	196.00	Collection Contract
79732	Tringali Sanitation	7,071.17	Collection Contract
79733	Tringali Sanitation	53,399.88	Collection Contract
79734	GFL Environmental USA (Adv)	268,522.49	Waste Disposal
79735	Interstate Billing Services Inc	6,510.55	Maintenance of Equipment - MRF
79736	Alta Equipment Company	8,336.93	Maintenance of Equipment - CS
79737	Home Depot Credit Services	102.31	Supplies - CS
79738	J & J Ace Hardware	31.34	Tools - CS
79739	Latigo Transport Inc.	2,267.65	Hauling Compost - CS
79740	Michigan Cat	4,554.79	Fuel - TS, CS
79741	RKA Petroleum Companies Inc.	7,770.70	Fuel - TS, CS

SOCRRA
CHECK WARRANT
AUGUST 2023

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ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
79742	The City of Rochester Hills Water and Sewer	13,661.41	Landfill Sewer - RH Landfill
79743	SOCWA	12,195.72	Reimburse SOCWA Administrative Wages
79744	IDF Clean-up Inc	10,000.00	Equipment Rental - MRF
79745	Strategic Materials Inc	14,411.85	Glass Recycling - MRF
79746	Premier Properties & Management	1,715.98	Rental Properties Repair, Maintenance & Legal
79747	Bandit Industries	5,468.64	Maintenance of Equipment - CS
79748	ERG Environmental Services	61,243.66	HHW Service - MRF
79749	Employee Optical Dental Reimbursement	1,125.64	Employee Optical Dental Reimbursement
79750	Progressive Sweeping Contractors Inc.	666.60	Maintenance of Property & Grounds - TS
79751	Center for Employment Opportunities	18,747.25	Temporary Staffing - MRF
79752	Car Trucking	46,818.34	Collection Contract
79753	Leadpoint	30,959.08	Temporary Staffing - MRF
79754	Car Trucking	101,340.60	Collection Contract
79755	GFL Environmental USA	104,101.10	Collection Contract
79756	GFL Environmental USA	103,000.00	Collection Contract
79757	GFL Environmental USA	98,058.34	Collection Contract
79758	Tringali Sanitation	303,231.60	Collection Contract
79759	Tringali Sanitation	20,281.04	Collection Contract
79760	Leadpoint	16,072.37	Temporary Staffing - MRF
79761	Leadpoint	30,872.05	Temporary Staffing - MRF
79762	Bulldog Records Management	800.00	Paper Shredding Event
79763	Employee Optical Dental Reimbursement	309.59	Employee Optical Dental Reimbursement
79764	Double Tree Service & Landscaping	3,000.00	Maintenance of Property & Grounds - MRF
79765	Car Trucking	125,727.75	Collection Contract
79766	Cascade Engineering	29,394.50	Recycling and Trash Carts
79767	Cintas Corporation	430.38	Maintenance of Building - MRF
79768	Contractors Connection	261.05	Maintenance of Building, Maintenance of Property & Grounds - CS
79769	Harbor Freight Tools	51.95	Tools - CS
79770	Home Depot Credit Services	292.85	Supplies - MRF, CS
79771	J & J Ace Hardware	63.92	Maintenance of Building - CS
79772	Jay's Septic Tank Service	500.00	Maintenance of Equipment - TS, CS
79773	Madison Electric Company	210.76	Maintenance of Equipment - MRF
79774	Michigan Cat	3,234.27	Maintenance of Equipment - MRF, TS
79775	Michigan Municipal Risk Management Authority ECP	12,569.01	Utilities
79776	Oscar W Larson Company	2,044.35	Maintenance of Equipment - TS

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RRA 849
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CHECK #	PAYEE	AMOUNT	PURPOSE
79777	Propane Services/Superior Plus Energy Services	391.30	Fuel - MRF
79778	Resource Recycling Systems Inc.	3,910.00	Recycling Consulting
79779	RKA Petroleum Companies Inc.	3,554.92	Fuel - TS
79780	The City of Rochester Hills Taxes	17,669.37	Property Taxes - Rental Properties
79781	Specialty Employment Services Inc. - Sentech	3,581.46	Temporary Staffing - MRF
79782	Standard Insurance Company	526.92	Life Insurance
79783	The City of Troy	100.00	Utilities
79784	Uline	495.78	Supplies - MRF
79785	Washington Elevator Company Inc.	93.49	Maintenance of Property & Grounds - CS
79786	SOCWA	11,944.86	Reimburse SOCWA Administrative Wages
79787	Leadpoint	29,755.36	Temporary Staffing - MRF
79788	IDF Clean-up Inc	5,000.00	Equipment Rental - MRF
79789	Great Lakes Lubricants	147.53	Maintenance of Equipment - CS
79790	Premier Properties & Management	646.81	Rental Properties Repair, Maintenance & Legal
79791	Alerus Financial	2,808.09	Deferred Compensation
79792	The Huntington National Bank	17,339.10	Compost Screener & Grinder
79793	ArborOakland Group	369.75	Office Expense
79794	Michigan Conference of Teamsters Welfare Fund	18,087.75	Health Insurance
79795	GFL Environmental USA (Adv)	321,444.16	Waste Disposal
79796	Progressive Sweeping Contractors Inc.	1,999.80	Maintenance of Property & Grounds - TS, CS
79797	Green Meadows Lawnscape Inc	709.29	Maintenance of Property & Grounds - TS
79798	Center for Employment Opportunities	19,316.13	Temporary Staffing - MRF
79799	Tringali Sanitation	4,065.60	Collection Contract
79800	Tringali Sanitation	677.60	Collection Contract
79801	Tringali Sanitation	847.00	Collection Contract
79802	Tringali Sanitation	3,557.40	Collection Contract
79803	Tringali Sanitation	6,572.72	Collection Contract
79804	Tringali Sanitation	500.00	Collection Contract
79805	Tringali Sanitation	17,600.22	Collection Contract
79806	Tringali Sanitation	25,309.52	Collection Contract
ACH	Metro Wireless	275.55	Internet/Security - MRF, CS
EPAY	Alerus Financial	13,322.49	Defined Benefit Pension
EPAY	Comcast	583.94	Internet/Security - MRF, CS
EPAY	Consumers Energy	153.91	Natural Gas Service - MRF, CS
EPAY	DTE Energy	1,204.68	Electric Service - Landfill, MH

SOCRRA
CHECK WARRANT
AUGUST 2023

RRA 849
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
EPAY	Flagstar Bank	4,174.53	Credit Card - Detail on Page 6
EPAY	Guardian Alarm	375.12	Maintenance of Building - MH
EPAY	WOW! Business	160.13	Internet/Security - MH
		2,587,018.81	

1020 OPERATION & MAINTENANCE FUND **2,587,018.81**

I HEREBY CERTIFY THAT I HAVE EXAMINED THE INVOICES COVERED BY THE ABOVE VOUCHERS FOR RECEIPT OF MATERIALS OR SERVICES RENDERED AND THAT THE PRICES AND COMPUTATIONS ARE CORRECT.

Treasurer

General Manager

Secretary

The payments listed above were presented to the board of Trustees and were reviewed with no objection September 13, 2023.

SOCRRRA
CHECK WARRANT
AUGUST 2023

RRA 849
ACCT. 1009

PAYEE		AMOUNT	PURPOSE
EPAY	Flagstar Credit Card - Detail	35.00	PayPal/Square Fees
		57.41	Administrative and Office
		68.57	Administrative and Office
		450.00	Maintenance of Equipment
		409.50	Personnel Improvement
		189.07	Personnel Improvement
		185.62	Personnel Improvement
		62.46	Supplies
		64.78	Administrative and Office
		139.00	Administrative and Office
		544.31	Landfill Maintenance
		41.90	Administrative and Office
		359.17	Personnel Improvement
		211.45	Personnel Improvement
		173.70	Personnel Improvement
		80.99	Personnel Improvement
		5.00	Personnel Improvement
		132.68	Personnel Improvement
		19.06	Personnel Improvement
		30.02	Personnel Improvement
		936.00	Maintenance of Building
		-21.16	Credit

4,174.53

SOCRRA TONNAGE ANALYSIS
August 2023

Municipality	MSW			Compost			Recyclables			Total		
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
Berkley	588.92	520.74	535.22	125.32	138.75	132.92	123.83	120.98	120.99	838.07	780.47	789.13
Beverly Hills	396.04	353.29	327.57	192.50	160.00	186.25	112.65	105.97	89.75	701.19	619.26	603.57
Birmingham	795.32	810.55	908.73	143.33	144.17	173.33	200.99	198.27	199.05	1,139.64	1,152.99	1,281.11
Clawson	425.77	447.90	491.77	132.50	137.50	167.50	70.42	92.36	82.76	628.69	677.76	742.03
Ferndale	970.22	922.13	876.13	177.50	205.00	211.25	165.86	161.90	160.61	1,313.58	1,289.03	1,247.99
Hazel Park	690.49	515.90	693.18	148.00	99.97	132.00	75.32	74.82	83.10	913.81	690.69	908.28
Huntington Woods	220.15	225.94	210.81	57.50	67.50	80.00	79.19	79.18	69.19	356.84	372.62	360.00
Lathrup Village	187.59	174.15	127.05	95.37	50.00	41.25	34.21	29.82	22.30	317.17	253.97	190.60
Oak Park	958.59	973.04	964.17	226.25	175.53	132.00	107.51	103.11	100.24	1,292.35	1,251.68	1,196.41
Pleasant Ridge	108.38	105.70	72.72	37.50	43.75	42.50	32.22	30.18	22.53	178.10	179.63	137.75
Royal Oak	2,105.90	2,074.65	2,017.47	787.67	705.00	817.67	457.71	463.40	461.22	3,351.28	3,243.05	3,296.36
Troy	<u>2,453.35</u>	<u>2,631.03</u>	<u>2,749.15</u>	<u>868.33</u>	<u>828.75</u>	<u>958.33</u>	<u>502.89</u>	<u>517.40</u>	<u>524.12</u>	<u>3,824.57</u>	<u>3,977.18</u>	<u>4,231.60</u>
	9,900.72	9,755.02	9,973.97	2,991.77	2,755.92	3,075.00	1,962.80	1,977.39	1,935.86	14,855.29	14,488.33	14,984.83
Other Customers	4,035.82	4,694.37	4,267.63	0.00	0.00	0.00	475.69	620.84	968.44	4,511.51	5,315.21	5,236.07
Authority	13,936.54	14,449.39	14,241.60	2,991.77	2,755.92	3,075.00	2,438.49	2,598.23	2,904.30	19,366.80	19,803.54	20,220.90

SOCRRA TONNAGE PERCENTAGES

August 2023

	MSW	Compost	Recyclables
	Percentage of City's	Percentage of City's	Percentage of City's
	Total Waste Stream	Total Waste Stream	Total Waste Stream
<u>Municipality</u>			
Berkley	68%	17%	15%
Beverly Hills	54%	31%	15%
Birmingham	71%	14%	15%
Clawson	66%	23%	11%
Ferndale	70%	17%	13%
Hazel Park	76%	15%	9%
Huntington Woods	59%	22%	19%
Lathrup Village	67%	21%	12%
Oak Park	81%	11%	8%
Pleasant Ridge	53%	31%	16%
Royal Oak	61%	25%	14%
Troy	65%	23%	12%

SOCRRA
Income Statement
08/01/23 -08/31/23

	Actual-Period	Budget-Period	Variance
REVENUES			
MEMBER MSW	1,921,711.42	1,885,116.00	36,595.42
MONTHLY SURCHARGE	94,001.00	94,001.00	0.00
NON-MEMBER MSW	183,972.21	200,000.00	(16,027.79)
NON-MEMBER YARD WASTE	0.00	2,000.00	(2,000.00)
TOTAL REVENUES	2,199,684.63	2,181,117.00	18,567.63
SALE OF RECYCLED MATERIAL			
MIXED PAPER	32,933.27	20,000.00	12,933.27
NEWSPAPER	0.00	0.00	0.00
CARDBOARD	60,869.25	36,000.00	24,869.25
SORTED OFFICE PAPER	0.00	4,000.00	(4,000.00)
PLASTICS	9,602.15	21,000.00	(11,397.85)
SCRAP METAL	12,361.58	7,000.00	5,361.58
ALUMINUM CANS	17,747.20	12,000.00	5,747.20
TIN CANS	7,829.90	9,000.00	(1,170.10)
MIXED RECYCLING - OTHERS	83,919.15	56,000.00	27,919.15
BATTERIES	0.00	500.00	(500.00)
TOTAL SALE OF RECYCLED MATERIAL	225,262.50	165,500.00	59,762.50
OTHER INCOME			
COMPOST	6,676.00	10,000.00	(3,324.00)
RENTAL INCOME	11,115.00	10,500.00	615.00
INTEREST ON INVESTMENTS	7,732.70	7,000.00	732.70
GRANT REVENUE	0.00	0.00	0.00
MISC INCOME	2,932.00	2,000.00	932.00
TOTAL OTHER INCOME	28,455.70	29,500.00	(1,044.30)
TOTAL REVENUES	2,453,402.83	2,376,117.00	77,285.83
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	1,998.86	4,100.00	(2,101.14)
TROY TRANSFER STATION	60,744.49	60,650.00	94.49
MATERIAL RECOVERY FACILITY	219,226.84	214,200.00	5,026.84
HOUSEHOLD HAZARDOUS WASTE	5,959.17	42,750.00	(36,790.83)
COMPOST FACILITY	44,032.33	52,600.00	(8,567.67)
ADMINISTRATIVE AND GENERAL	204,142.69	106,400.00	97,742.69
COLLECTION CONTRACT EXPENSES	332,712.75	500,000.00	(167,287.25)
TOTAL EXPENSES	868,817.13	980,700.00	(111,882.87)
REVENUE OVER EXPENSES	1,584,585.70	1,395,417.00	189,168.70

SOCRRA
Income Statement
07/01/23 -08/31/23

	Actual-Period	Budget-Period	Variance
REVENUES			
MEMBER MSW	3,848,876.26	3,770,232.00	78,644.26
MONTHLY SURCHARGE	188,002.00	188,002.00	0.00
NON-MEMBER MSW	341,152.31	400,000.00	(58,847.69)
NON-MEMBER YARD WASTE	0.00	4,000.00	(4,000.00)
TOTAL REVENUES	4,378,030.57	4,362,234.00	15,796.57
SALE OF RECYCLED MATERIAL			
MIXED PAPER	59,023.74	40,000.00	19,023.74
NEWSPAPER	0.00	1,000.00	(1,000.00)
CARDBOARD	107,883.75	72,000.00	35,883.75
SORTED OFFICE PAPER	0.00	4,000.00	(4,000.00)
PLASTICS	20,707.91	42,000.00	(21,292.09)
SCRAP METAL	25,332.34	14,000.00	11,332.34
ALUMINUM CANS	17,747.20	24,000.00	(6,252.80)
TIN CANS	13,878.56	17,000.00	(3,121.44)
MIXED RECYCLING - OTHERS	161,632.78	112,000.00	49,632.78
BATTERIES	0.00	500.00	(500.00)
TOTAL SALE OF RECYCLED MATERIAL	406,206.28	326,500.00	79,706.28
OTHER INCOME			
COMPOST	15,886.00	20,000.00	(4,114.00)
RENTAL INCOME	22,230.00	21,000.00	1,230.00
INTEREST ON INVESTMENTS	15,291.76	13,000.00	2,291.76
GRANT REVENUE	0.00	0.00	0.00
MISC INCOME	6,250.01	4,000.00	2,250.01
TOTAL OTHER INCOME	59,657.77	58,000.00	1,657.77
TOTAL REVENUES	4,843,894.62	4,746,734.00	97,160.62
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	1,998.86	8,200.00	(6,201.14)
TROY TRANSFER STATION	98,358.78	121,300.00	(22,941.22)
MATERIAL RECOVERY FACILITY	250,708.44	432,400.00	(181,691.56)
HOUSEHOLD HAZARDOUS WASTE	10,104.37	85,500.00	(75,395.63)
COMPOST FACILITY	64,947.97	108,700.00	(43,752.03)
ADMINISTRATIVE AND GENERAL	308,764.12	313,400.00	(4,635.88)
COLLECTION CONTRACT EXPENSES	341,649.43	500,000.00	(158,350.57)
IN TRANSIT	2,979,266.09	2,827,333.00	151,933.09
TOTAL EXPENSES	4,055,798.06	4,396,833.00	(341,034.94)
REVENUE OVER EXPENSES	788,096.56	349,901.00	438,195.56

SOCRRA
FINANCIAL STATUS SUMMARY
AUGUST 2022 - AUGUST 2023

<u>Date</u>	<u>Unrestricted Cash</u>	<u>Working Capital</u>	<u>% of Goal</u>
8/31/2022	2,928,549	2,467,394	134.1%
9/30/2022	3,886,196	2,726,868	143.2%
10/31/2022	4,245,763	3,025,790	164.4%
11/30/2022	3,755,618	3,038,595	165.1%
12/29/2022	3,106,580	2,182,677	118.6%
1/31/2023	3,925,624	2,233,300	121.3%
2/28/2023	3,810,234	2,220,114	120.6%
3/31/2023	3,069,583	2,413,364	131.1%
4/28/2023	3,491,970	2,611,986	141.9%
5/31/2023	3,566,140	2,746,573	149.2%
6/30/2023	3,222,095	2,279,178	123.8%
7/31/2023	3,050,145	2,201,110	113.7%
8/31/2023	2,871,675	2,241,528	115.8%

COMPOST PRODUCED & DELIVERED
October 3, 2022 to August 26, 2023

Community	Finished Compost Received (cu. yds.)	Estimated Value
Berkley	720	\$10,800
Beverly Hills	300	\$4,500
Birmingham	420	\$6,300
Clawson	720	\$10,800
Ferndale	480	\$7,200
Hazel Park	1,260	\$18,900
Huntington Woods	420	\$6,300
Lathrup Village	60	\$900
Oak Park	780	\$11,700
Pleasant Ridge	240	\$3,600
Royal Oak	1,440	\$21,600
Troy	1,202	\$18,030
	8,042	\$120,630
SOCRRA activities	0	\$0
Rochester Hills residents	235	\$3,525
Cash Customers	1,343	\$20,149
Account Customers	13,937	\$139,370
Donations	22	\$330
TOTAL YARDS	23,579	

August 31, 2023

Board of Trustees
SOCRRA

Subject: Rental Property Report

Board Members:

Attached is the rental property report for the fiscal years 2021/22 and 2022/23. This report covers the ten homes that were purchased by the Authority under the terms of the Consent Judgment. The 2022/23 report shows an overall rate of return of 5.2% on the initial investment, which is an increase from the 4.0% return obtained for 2021/22. In comparing the two fiscal years:

- Revenues decreased by \$1,603 (1.2%) due to one vacancy for part of the year. All properties are currently rented. We did not have any issues with late rent payments during 2022/23.
- Maintenance expenses decreased by \$18,200 (52%). We did not have any major non-routine maintenance expenses during the year. We are continuing to conduct routine maintenance at all the homes and performing any improvements recommended by our property manager as new renters arrive.
- Property management fees decreased by \$16,504 (54%) due to most of the houses being fully occupied for the entire year thereby avoiding the expenses for finding new tenants.
- Taxes increased by \$872 (3%).

The property manager that we hired in August of 2015 continues to perform well. He has rented our homes at market prices, which were significantly higher than the rents that we were charging. The property manager has maximized the revenue generated by our properties and has largely removed SOCRRA and SOCWA personnel from the administration and maintenance of these properties.

I am recommending that this report be received and filed.

Respectfully Submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Rental Property Report be received and filed."

SOCRRA RENTAL PROPERTY YEARLY ANALYSIS

2022/2023

Parcel ID#	70-15-	1430 Parke 057	1650 School 010	1750 School 083	1770 School 026	1790 School 029	1690 School 080	1670 School 011	1774 School 075	1730 School 082	1401 School 025	Totals	Revenue	\$137,137.09
24-401-													Expenses	\$17,060.31
Purchase Price		110,285.07	64,208.66	180,932.65	83,524.71	70,518.49	205,846.99	170,672.12	91,566.86	183,997.31	295,077.00	1,456,629.86	Mgt Fees	\$13,825.50
Revenue		14,775.00	9,700.66	21,400.00	15,409.59	4,719.94	16,900.00	16,500.00	2,475.00	16,080.00	19,176.90	137,137.09	Annual Taxes	\$30,430.52
Expense		0.00	2,314.56	1,371.05	4,831.47	6,308.57	182.85	838.00	50.00	213.90	949.91	17,060.31	Net	\$75,820.76
Mgmt Fee		1,477.50	900.00	2,140.00	1,185.00	1,025.00	1,560.00	1,800.00	270.00	1,608.00	1,860.00	13,825.50		
Taxes		2,847.23	1,935.09	5,110.45	2,298.91	1,934.62	4,943.23	4,555.32	841.30	3,774.92	2,189.45	30,430.52		
NET		10,450.27	4,551.01	12,778.50	7,094.21	-4,548.25	10,213.92	9,306.68	1,313.70	10,483.18	14,177.54	75,820.76		
% of purchase price		9.48%	7.09%	7.06%	8.49%	-6.45%	4.96%	5.45%	1.43%	5.70%	4.80%	5.21%		

2021/2022

Parcel ID#	70-15-	1430 Parke 057	1650 School 010	1750 School 083	1770 School 026	1790 School 029	1690 School 080	1670 School 011	1774 School 075	1730 School 082	1401 School 025	Totals	Revenue	\$138,740.46
24-401-													Expenses	\$35,260.53
Purchase Price		110,285.07	64,208.66	180,932.65	83,524.71	70,518.49	205,846.99	170,672.12	91,566.86	183,997.31	295,077.00	1,456,629.86	Mgt Fees	\$15,107.00
Revenue		14,700.00	9,000.00	21,000.00	15,000.00	9,850.00	15,600.00	18,000.00	2,700.00	16,080.00	16,810.46	138,740.46	Annual Taxes	\$29,558.18
Expense		1,435.83	1,902.70	2,196.95	550.00	7,567.63	428.25	280.00	0.00	13,635.20	7,263.97	35,260.53	Net	\$58,814.75
Mgmt Fee		1,470.00	1,874.31	4,948.55	2,226.61	1,746.56	4,593.85	4,411.52	815.02	3,655.86	3,299.65	30,329.66		
Taxes		2,687.46	1,826.58	4,823.02	2,169.86	1,701.87	4,476.87	4,299.32	794.21	3,563.03	3,215.96	29,558.18		
NET		9,106.71	4,220.72	11,880.03	10,780.14	-219.50	9,134.88	11,770.68	1,635.79	-2,726.23	3,231.53	58,814.75		
% of purchase price		8.26%	6.57%	6.57%	12.91%	-0.31%	4.44%	6.90%	1.79%	-1.48%	1.10%	4.04%		

September 6, 2023

Board of Trustees
SOCRRA

Subject: Scale Software Upgrade

Board Members:

We have completed and implemented the upgrade of our scale software to a modern web-based platform. We are now making improvements to the software to meet our business needs. I have attached a proposal from Infoview Systems, our scale software vendor, to make six improvements to the software. This is the second batch of improvements to the scale software. The improvements contained in the attached proposal consist of several software revisions that improve both our daily operations in the field, improve our ticket processing in the office and allow us to email completed tickets to the contractors and customers. This is the first step in eliminating the paper tickets that have the backbone of the systems used by both SOCRRA and our contractors and customers.

I am recommending that the Board authorize our IT consultant, Infoview Systems, to revise the scale software at a cost not to exceed \$12,660 under the Professional Services section of SOCRRA's Purchasing Policy. This will be a capital expenditure and is budgeted in our capital improvement program for 2023/24.

We anticipate one additional software revision in the next several months.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board authorize Infoview Services to revise the scale software at a cost not to exceed \$12,660 under the Professional Services section of SOCRRA's Purchasing Policy."

CS60210 CR-2 - Socrra Scale Application Change Request

Proposal Presented by Infoview Systems Inc.

Michael O'Meara, President

Dmitriy Kuznetsov, VP Integration & Cloud Solutions

Satya Sekhar Das Mandal, CTO

Revision History

Version	Date	Author	Notes
1.0	08/01/2023	Mike O'Meara	Initial release of the document on requested enhancement requirements
1.01	8/29/2023	Mike O'Meara	Add missing requirement 6. Ticket / Invoice Email Functionality

Overview

SOCRRA is a municipal corporation founded in the early '50s. SOCRRA consists of twelve member municipalities with a total population of approximately 283,000 and covers an area of 75 square miles. Member cities are Berkley, Beverly Hills, Birmingham, Clawson, Ferndale, Hazel Park, Huntington Woods, Lathrup Village, Oak Park, Pleasant Ridge, Royal Oak and Troy.

SOCRRA is governed by a twelve member Board of Trustees, one member representing each of the constituent municipalities. Member voting power is based on individual member municipality refuse tonnage delivered to the Authority's facilities.

SOCRRA operates a Transfer Station in Troy (on Coolidge north of 14 Mile) and a compost site in Rochester Hills. The Troy facility receives and compacts the mixed municipal solid waste for transfer to a private landfill for disposal. SOCRRA also operates a Material Recovery Facility (MRF) on Coolidge north of 14 Mile that receives recyclable materials collected at curbside by the member municipalities. These recyclables are delivered to the MRF where the material is weighed and placed on the various processing conveyors for further sorting and baling for shipment to markets. The MRF is designed to process 100 tons per day in an eight-hour shift, or 26,000 tons per year.

SOCRRA requests changes – enhancements to the recently deployed (June 1, 2023) WasteDB Scale Application as defined in this document.

The purpose of this document is to provide the scope and the estimated level of effort for enhancing the recent production deployment of the WasteDB Scale Application as per SOCRRA change request requirements below.

Scope and Success Criteria

SOCRRA defined requirements documented by Infoview Systems SME (system matter expert) are developed and internally tested by Infoview Systems, and ultimately approved via SOCRRA user acceptance testing and migrated to the production environment.

Change Request for WasteDB Scale Application:

1. MRF Reject Material Report
 - Currently a manual process, create report within application
 - UI/UX
 - User input Start and End Dates
 - Crystal Report design and integration
 - Billing period (i.e., July 1 - July 15, 2023), MRF Reject Material, Tonnage, Price per ton (in/out cost), extended amount. Bottom of report total tonnage & total cost
 - Create API
 - Create Stored Procedure
 - Beginning with Start Date chunk result set into two-week increments (i.e., July 1, 2023 to July 15, 2023 then July 16, 2023 to July 31, 2023)
 - For each two week increment total the MRF reject tonnage and multiply it by the corresponding in/out cost

2. Invoice Exception Report
 - UI/UX
 - Default start and end date to 'yesterday' allow user to change
 - Crystal Report design and integration
 - Create API
 - Create stored procedure
 - Any ticket that meets either of these criteria
 - $Gross - Tare \times Quantity$
 - $(Gross - Tare) / 2000 * Price \times AmountPaid$ (ticket header)

3. Purge Inactive Truck Data
 - UI/UX
 - Open modal that indicating “not having hauled since X date”
 - Checkbox for “only purge temp trucks”
 - API changes
 - Stored Procedure changes
 - Change tickets to temporary truck ID from the location table, also purge truck tare for those vehicles

4. Truck Type Minimum Charge
 - Provide ease of updating truck type minimum charge
 - UI/UX
 - Update to reflect new data fields
 - Table changes (tblTruckTypes)
 - API changes
 - Stored Procedure changes
 - Next – Minimum Charge, date, Min Charge, Min Charge Date
 - Last – Minimum Charge, Min Charge

5. Report criteria preferences
 - Allow report criteria to be saved per user as part of their preferences so that selections previously made for any given report are used in subsequent report runs
 - Dynamically retrieve list of all available reports within the application
 - New table required
 - New stored procedure to get the list
 - New API Changes & UI/UX Changes to bind the LOV of reports
 - Required table to save the User Specific Report Criteria
 - Required New API and UI/UX changes to get/update/save the users report criteria
 - If criteria exists in the table for particular logged in user then update the criteria otherwise insert the new criteria
 - When users select the report in the reports section, load the saved criteria to UI/UX

6. Ticket / Invoice Email Functionality (Admin,Quick Ticket & POS)
 - Create email functionality to Email a PDF of the ticket to the customer – send the ticket/invoice as an Email instead of printing it.
 - UX /UI
 - New Admin Tab to maintain Email Mail Settings
 - “Email Tickets?” as a checkbox
 - Validate Email domain
 - New table to store the Email Settings
 - New Admin tab to maintain Email Settings
 - Customer related changes
 - Email PDF of tickets / invoice to defined email addresses for customer
 - New & Existing Stored Procedure changes
 - New Mail Sending API Implementation & Integration

Assumptions and Out of Scope items

1. SOCRRA team will provide necessary infrastructure to deploy the application. All the cost will be borne by SOCRRA team only.
2. SOCRRA team will provide access and necessary user credentials to the development team to all project resources in the test and productions environments.
3. SOCRRA team will provide detailed requirements, data models, filtering rules, DB queries, and detailed mapping / transformations (if any).
4. SOCRRA team will provide contact information for third party project teams as needed.
5. SOCRRA along with Infoview Systems SME / project lead will organize and lead joint project design and testing sessions with internal and third parties.

Project Cost Model:

The project is offered as a good faith time and material estimate and determined based on the scope discussions, assumptions above, and fully align with IT SDLC standards. A breakdown of the total costs by project phase is featured below in USD for budgeting and planning purposes and will be invoiced according to the exact schedule and terms as featured under *Invoice and Payment Terms*.

Task	Cost, USD
Analysis, Build, Unit testing, Regression Testing	10,140
User Acceptance Test, Deployment to Production Environment	1,060
SME, Project Management	800
Hyper Care Post Deployment to Production	660
Total Cost, USD	12,660

1. Discovery, Architecture, Design - workshops or sessions with the teams, analysis of most recent documents and source code
2. Build - incremental delivery of the requirements in scope, and internal testing
3. SME and developer testing, troubleshooting, regression testing
4. UAT - regression testing with business teams, troubleshooting

Project Timelines

Provided for budgeting and planning purposes. Actual delivery time of the phases and deliverables reflected below may slightly differ from actual implementation time.

Week 1	Week 2	Week 3	Week 4
Analysis, Build, Unit testing, Regression Testing			
UAT, Deployment Prod, SME, PM, Hyper Care			

Terms of Engagement

The project costs are determined on a time and material basis, per scope, deliverables, and assumptions specified in this document. Please refer to the *Invoice and Payment Terms* section for more details regarding the payment schedule.

The following items are excluded from the costs and timeline estimates:

1. Costs associated with changes in scope - refer to *Change Management* section below for more details
2. Costs associated with loss of time due to outages and system unavailability
3. Travel expenses for onsite tasks
4. Applicable taxes

Change Management

After the baseline requirements and budget have been finalized, any material deviations will be handled via *Change Request* for Socrra approval.

Travel Expenses

This document does not include the travel expenses estimate. Where onsite presence is required, Socrra will reimburse Infoview Systems Inc for any travel expenses that occur during this engagement, subject to Socrra approval and policies.

Invoice and Payment Terms

Upon receipt of the project authorization to proceed, Socrra will ensure Infoview Systems, Inc. receives an approved purchase order or signed SOW. Should purchase order be issued the amount should reflect the suggested total effort. Infoview Systems will invoice Socrra monthly and Socrra will pay Infoview Systems Inc within thirty (30) days of the invoice date of each invoice, properly prepared, and submitted. Invoice currency will be USD. A PDF copy of the executed purchase order or executed SOW should be sent to

Accounting@InfoviewSystems.com.

Works for Hire

Infoview Systems Inc. shall perform faithfully and diligently for Socrra the professional services described within this Statement of Work. Infoview Systems Inc. shall provide labor necessary to perform the Services. Infoview Systems Inc. will coordinate its activities with and report to a representative to be designated by Socrra, or its designee. Infoview Systems Inc. shall devote such working time as is necessary to the proper performance of the Services as promptly as possible.

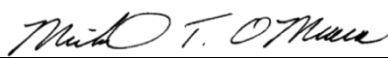


Infoview Systems Inc. agrees that any deliverables provided to Socrra in connection with the Services, unless otherwise specified within this Statement of Work, shall constitute “works for hire” within the meaning of the United States copyright laws, 17 U.S.C. Sec. 101 et seq.; a “work made in the course of employment” within the meaning of the Canadian Copyright Act Sec. 13(3); and equivalent status under any other applicable copyright statutes and regulations, and hereby conveys all right, title and interest in such deliverables to Socrra.

Approvals

Socrra

Name	Title	Signature	Date

Infoview Systems Inc.

Name	Title	Signature	Date
Mike O’Meara	President		08/29/2023
Dmitriy Kuznetsov	VP Integration and Cloud Solutions		08/029/2023
Satya Sekhar Das Mandal	CTO		08/29/2023

September 7, 2023

Board of Trustees
SOCRRA

Subject: RRS Proposal for Recycling Audit Services

Board Members:

As part of the EGLE grant for reducing recycling contamination in Berkley, Oak Park and Troy, SOCRRA will be conducting sorts of samples of the recycling loads from those communities to determine the level of contamination before and after the intervention to improve recycling behavior. These sorts involve taking samples from each recycling truck serving those communities and sorting the recycling into 32 different categories, weighing each category of materials and entering the data into a tablet provided by The Recycling Partnership.

We requested a proposal from RRS to assist with the first or what will be at least 6 recycling sorting events. RRS has done this work with The Recycling Partnership in the past. As part of this proposal, RRS has agreed to train SOCRRA staff so that we are able to perform the future recycling sorts that will be required under the EGLE recycling contamination reduction grant.

I am asking for Board authorization to proceed with Task 1 – Baseline Audit on the attached proposal from RRS at a cost of \$12,649.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: “That the Board authorize Task 1 – Baseline Audit on the attached proposal from RRS at a cost of \$12,649.”

TO: JEFF MCKEEN, SOCRRA
FROM: ANNA LYNOTT AND MAX BABITS, RRS
DATE: 08.25.2023
RE: PROPOSAL FOR RECYCLING AUDIT MANAGER

BACKGROUND

SOCRRA is working with The Recycling Partnership and MI EGLE and their “Feet on the Street” audit program. SOCRRA has requested a proposal from RRS to serve as an audit manager for the material sorting audit to be conducted in advance of the education/outreach campaign in one of their cities as well as a post-implementation.

PROJECT OBJECTIVES

- Receive GAP System training.
- Manage SOCRRA MRF baseline and post-implementation audits.

KEY STAFF

RRS Analyst Max Babits will serve as the recycling audit manager. Max is based in Livonia, Michigan and has participated in at least twenty sorts for RRS.

WORK PLAN NARRATIVE

TASK 1 – BASELINE AUDIT

RRS will manage the baseline audit which consists of sorting several samples from different cities outlined in the SOCRRA Recycling Audit Study Design document provided by The Recycling Partnership.

Assumptions

- The baseline audit will take place in October.
- Training on the GAP System will be provided by MSW Consultants.
- Budget includes up to 3 hours of training for RRS staff.
- The following will be provided to the field data collection team:
 - (1) Microsoft Surface Go tablet, protective case and associated charging plug and cable
 - (1) Microsoft Surface pen
 - (1) tablet attaché or carrying case
 - (1) certified industrial scale capable of accurately weighing to the nearest 0.05 lb.

- RRS will provide one staff person to manage the audit.
- RRS will provide sorting tables, bins, and shovels.
- SOCRRA will provide sorting staff and the required PPE for that staff. RRS estimates a need for 3 or more staff.
- SOCRRA will provide a 20' x 20' space for the duration of the sorting, preferably indoors or under cover.
- SOCRRA will facilitate the selection of recycling trucks to match the sampling targets outlined in the SOCRRA Recycling Audit Study Design document provided by The Recycling Partnership.
- SOCRRA will facilitate communication with the loader operator during sample selection.
- The audit is budgeted to last five 8-hour weekdays.

Deliverables

- 1-hour kick off meeting with SOCRRA
- Data entry from baseline audit into GAP System via provided tablet.

TASK 2 - POST-IMPLEMENTATION AUDIT

RRS will manage the post-implementation audit which consists of sorting several samples from different cities outlined in the SOCRRA Recycling Audit Study Design document provided by The Recycling Partnership. Max Babits will serve as the manager onsite.

Assumptions

- The education/outreach campaign will take place in November and the post-implementation audit will happen in December.
- The following will be provided to the field data collection team:
 - (1) Microsoft Surface Go tablet, protective case and associated charging plug and cable
 - (1) Microsoft Surface pen
 - (1) tablet attaché or carrying case
 - (1) certified industrial scale capable of accurately weighing to the nearest 0.05 lb.
- RRS will provide one staff person to manage the audit.
- RRS will provide sorting tables, bins, and shovels.
- SOCRRA will provide sorting staff and the required PPE for that staff. RRS estimates a need for 3 or more staff.
- SOCRRA will provide a 20' x 20' space for the duration of the sorting, preferably indoors or under cover.
- SOCRRA will facilitate the selection of recycling trucks to match the sampling targets outlined in the SOCRRA Recycling Audit Study Design document provided by The Recycling Partnership.

- SOCRRA will facilitate communication with the loader operator during sample selection.
- The audit is budgeted to last five 8-hour weekdays.

Deliverables

- 1-hour kick off meeting with SOCRRA
- Data entry from post-implementation audit into GAP System via provided tablet.

PROJECT TIMELINE

Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. The following preliminary project timeline will be discussed and confirmed at project authorization.

	SEPT	OCT	NOV	DEC	JAN
TASK 1 – BASELINE AUDIT	X	X			
TASK 2 - POST-IMPLEMENTATION AUDIT			X	X	

PROJECT BUDGET

Compensation for this scope of work will be on a time and materials basis not to exceed \$24,653 including all project expenses as described below. Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out-of-scope work until an authorized change order is in place.

	LABOR COSTS	EXPENSES	TOTAL TASK COST
TASK 1 – BASELINE AUDIT	\$11,495	\$1,154	\$12,649
TASK 2 - POST-IMPLEMENTATION AUDIT	\$10,849	\$1,154	\$12,003
TOTAL	\$22,344	\$2,309	\$24,653

PROJECT AUTHORIZATION

SOCRRA: 2023 MRF Recycling Study

RESOURCE RECYCLING SYSTEMS, INC. (RRS)

416 Longshore Drive
 Ann Arbor, MI 48105
 Office: 734.996.1361
 Fax: 734.996.5595
www.recycle.com

PROJECT MANAGER

Max Babits
 734.877.0191 | rbabits@recycle.com

INVOICING CONTACT

Ché Pomo
 734.996.1361 x 151 | cpomo@recycle.com

TIMELINE

Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. The following preliminary project timeline will be discussed and confirmed at project authorization.

Start Date: September 18, 2023 End Date: December 31, 2023

PROJECT BUDGET

Compensation for this scope of work will be on a time and materials basis not to exceed \$24,653 including all project expenses as described above. Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out-of-scope work until an authorized change order is in place.

PAYMENT TERMS

RRS will invoice on a monthly billing cycle with fees not to exceed the costs as shown in the above proposal. The client will process and make payment on the invoices within the next immediate pay cycle and no later than 30 days from receipt of the invoice.

CONTRACT TERMS

RRS agrees to complete the work scope above in accordance to the terms and conditions of this proposal. Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. A purchase order or authorization letter/email may accompany the signed Project Authorization page. If a change of work scope and/or additional funding is required during the course of the project, RRS will submit a change order to the client for approval before work continues.

AUTHORIZED CLIENT SIGNATURE

PRINTED NAME

DATE

AUTHORIZED RRS SIGNATURE

PRINTED NAME

DATE

TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** Signing this form shall be construed as authorization by CLIENT for Resource Recycling Systems, Inc. (RRS) to proceed with the work, unless otherwise provided for in the authorization.
2. **CLIENT RESPONSIBILITIES.** CLIENT must furnish full information as related to the project and agree to requirements when requested and to make available pertinent existing data.
3. **CONFIDENTIALITY.** RRS shall not share information provided by the CLIENT with anyone other than necessary RRS personnel, unless otherwise directed by the CLIENT.
4. **EXPENSES.** Unless stipulated otherwise, CLIENT shall compensate RRS for reimbursable expenses defined as: Those costs incurred on or directly for CLIENT project, including but not limited to necessary transportation costs, meals and lodging, laboratory analyses, computer services, special equipment services, trade show charges, delivery charges, telephone, and telefax charges, copying and binding charges and outside technical/professional services. Reimbursement for these expenses shall be on the basis of actual charges with prior approval by CLIENT when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by RRS.
5. **COST ESTIMATES.** Any cost estimates provided by RRS as part of our work and/or deliverable will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures, RRS cannot warrant that bids or ultimate costs will not vary from these cost estimates provided in our work and/or deliverables.
6. **PROFESSIONAL STANDARDS/WARRANTY.** RRS shall be responsible, to the level of competency presently maintained by other practicing consultants in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this authorization. RRS makes no other warranty, express or implied, with regard to its capacity, the work performed under this authorization, or the ultimate performance or compliance of the project.
7. **TERMINATION.** Either CLIENT or RRS may terminate this authorization with or without cause by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay RRS in full for all work previously performed prior to effective date of termination. Upon receipt of such payment, RRS will return to CLIENT all documents and information which is the property of CLIENT. If no notice of termination is given, obligations created by this authorization shall be terminated upon completion of all applicable requirements of the authorization.
8. **MEDIATION/ARBITRATION.** To resolve any conflicts that arise during the project or following completion of the project, the CLIENT and RRS agree that all disputes between them relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this agreement in accordance with this section then such controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
9. **LEGAL EXPENSES.** In the event legal action, including arbitration, is brought by CLIENT or RRS against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for fees, costs and expenses incurred as a result of that action.
10. **PAYMENT TO RRS.** In addition to any other remedies RRS may have, RRS shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
11. **LIMITATION OF LIABILITY.** RRS's liability to the CLIENT for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
12. **OWNERSHIP OF WORK PRODUCT.** CLIENT shall be the owner of the Deliverables delivered to the CLIENT, subject to the following reserved rights of RRS: (1) RRS is the sole owner of all analytical concepts and protocols contained in or used to develop those Deliverables, (2) RRS is the sole owner of any data included in those Deliverables that was collected by RRS other than in performing its work under this Agreement and (3) RRS may include the data collected in performing its work under this Agreement in the general database where all data is held confidentially and in aggregate.
13. **PRE-EXISTING INTELLECTUAL PROPERTY.** RRS is, and shall remain, the sole and exclusive owners of all right, title and interest in and to all data, know-how, analytical concepts, protocols, methodologies, software and other materials, provided by or used by RRS in connection with performing the services, in each case developed or acquired by RRS prior to the commencement or independently of this Agreement, including all intellectual property rights therein. RRS hereby grants the CLIENT a license to any Pre-Existing Intellectual Property to the extent it is incorporated, combined with, or otherwise necessary in the Deliverable.
14. **AUTHORIZATION TO USE CLIENT NAME, LOGOS, PROJECT MATERIALS.** CLIENT grants to RRS a non-exclusive, royalty free license to use CLIENT's name, logos, and related project materials for use in promotional materials and for marketing and advertising purposes unless otherwise specified in a non-disclosure agreement.
15. **COMPLETE AGREEMENT.** This agreement and its attachments constitute the full and complete agreement of RRS and CLIENT regarding the subject matter of this agreement, and no other agreements, written or oral shall apply. This agreement may be modified only by written agreement signed by both parties.
16. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
17. **NONDISCRIMINATION.** RRS covenants not to 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 race, color, religion, national origin, age, sex, height, weight, marital status, financial status or protected activity. In addition, RRS covenants not to 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these covenants may be regarded as a material breach of this agreement.

September 7, 2023

Board of Trustees
SOCRRA

Subject: Operations Update

Board Members:

SOCRRA operations have continued in a normal fashion during August.

Collection

The collection contractors were able to remain on schedule for all of August. GFL and Tringali continue to collect later into the evenings as has been typical in recent months. A significant amount of flood debris was generated by the severe rainstorm during the evening of Thursday, August 24. Flood debris was sporadic but seemed to be concentrated in Birmingham, Clawson and Berkley. This resulted in a 12% increase in trash tonnage for the week of August 28 and was the major reason for the increase in trash tonnage for August.

August 2023 had the same number of collection days as August 2022, therefore we would expect to see no change in tonnage if everything else was equal. Refuse tonnage was 2.2% higher than August 2022 largely due to the flood debris at the end of August. Recycling tonnage was 2.1% lower than in August 2022.

	August <u>2023 tons</u>	August <u>2022 tons</u>	<u>% change</u>
Refuse	9,973	9,755	+ 2.2%
Recycling	1,936	1,977	- 2.1%
Yard Waste	<u>3,075</u>	<u>2,756</u>	+ <u>11.6%</u>
TOTAL	14,984	14,488	+ 3.4%

SOCRRA Operations

SOCRRA operations at the Transfer Station were normal throughout August until we had a major failure of the steel structure holding one of the two trash compactors on August 30. The welds on the rear of the steel structure failed. We do not believe that the compactor itself was harmed but the steel structure requires extensive repair. SOCRRA mechanics are currently working with one of our contractors to complete the repairs. We would like to have the compactor back in service on Monday, September 11.

We have conducted a visual inspection of the steel structure of our other compactor, which is of the same design and age, and we did not find any issues. The second compactor will be more thoroughly inspected following the completion of the repairs to the failed compactor.

We severely restricted non-SOCRRA tonnage on Friday, September 1 and for the first part of the week of September 5 in order to minimize the amount of material left on the floor overnight.

Service from GFL at the Troy Transfer Station has improved significantly since June and July. We did not have any GFL service issues during August.

We billed GFL and GFL's insurance carrier in late June for the repairs to the damaged concrete beam over the exit door of the Transfer Station. Since we have not received payment from either GFL or their insurance carrier, Mr. Davis and I decided to deduct the amount from a GFL invoice scheduled for payment in mid-September. GFL has been notified.

The amount of non-SOCRRA trash was 9% lower in August 2023 compared with August 2022 and was 16% lower than budgeted.

Between Leadpoint and CEO, the MRF is close to being fully staffed with sorters on most days.

The AMP sorting robot has been fully operational for a year. The robot was inspected by AMP in early September and found to be in good condition at the start of our maintenance agreement. For the month of August, the robot had 98% uptime with an average of 65 pick attempts per minute (attempts to pick up PP or HDPE natural objects) from the average 179 PP or HDPE natural objects per minute that were available on the container line. The robot uptime was at least 96% every day of August. AMP has been very complimentary for the high uptime percentage, which is better than most of AMP's installations.

EGLE and Glacier Robotics have completed their grant agreement. This grant, and related grants, will pay for most of the costs for installing a robot on the container line for our MRF and for installing a robot on the residue line at RRRASOC's MRF. I am asking for approval of the agreement between SOCRRA and Glacier later in this agenda package. The final agreement for this project, between SOCRRA and The Carton Council, is still being developed.

We have met with Glacier several times on the project details. The tentative in-service date for the robot is January 31, 2024. Glacier will be installing their camera system in September in order to begin developing their artificial intelligence system for our materials. This will require us to run power to the robot location a little sooner than I had anticipated.

The Closed Loop Fund, which provides low interest loans for MRF improvement projects, has requested that we submit a formal plan for MRF improvements. These improvements could include additional robots, an optical sort system and walking floors for our paper and cardboard bunkers. We are working on this plan.

Our grant application to EGLE's Recycling Quality Improvement grant program for the communities of Berkley, Oak Park and Troy was funded by EGLE. We are working with The Recycling Partnership (TRP), which is running this grant program for EGLE, to develop the data necessary for this project. TRP has run into problems in finding firms willing to conduct their on-street inspections of recycling carts, especially for Berkley and Troy, each of which has one collection day for which Tringali brings all of their trucks into the cities and completes their work in less than half a day. We will be using CEO, one of our suppliers of sorting labor at the MRF, to conduct the cart inspection in Oak Park under an agreement that will be presented later in this agenda package. The Oak Park inspections are scheduled to begin on Monday, October 2 and will continue for four weeks.

For Berkley and Troy, we are working with TRP to evaluate a truck mounted camera system that would assess contamination using an AI system. This system would take a picture of the contents of a contaminated recycling cart and send a post card to the resident informing them of the contamination and providing recycling instructions. This system would also produce recycling cart set-out data. This system has been successfully used in a similar project in East Lansing. We will be working with Berkley and Troy to develop a schedule for the grant activities after a decision has been made regarding the method of conducting the recycling cart inspections.

We were finally able to hire one mechanic at the MRF in mid-July and a second mechanic started on August 7. The second mechanic was the on-site supervisor for the CEO sorting crew.

Lucas Dean, our MRF and Transfer Stations supervisor, had back surgery on August 11 and will probably remain off work until late September. Curtis Carter, our senior Mechanic, has been filling in for Lucas. While Curtis has done a great job, Lucas is an extremely important part of our operation, and he has been missed while he has been off work.

September prices for cardboard increased by 6% and mixed paper increased by 23%. Both prices are the highest they have been since last September and are well above the budgeted prices. The price for sorted office paper, which is a very minor product for SOCRRA, decreased by 3%. The price of sorted office has decreased for 11 consecutive months.

The recycled plastic market continues to be in turmoil. It appears that a combination of reduced demand for plastics has combined with an increase in virgin material to disrupt the recycled plastic market. CleanTech, our usual purchaser of PET (water bottles) informed us that they will not be buying any PET for 45-60 days. This is the first time in over 20 years that CleanTech would not purchase PET. We were able to identify another purchaser for one load of PET, but the price was the lowest we have received since 2008. We think that this purchaser will continue to take PET until CleanTech resumes purchasing PET. Plastic prices for September decreased by 15% for natural PE but increased by 13% for PE color. We are continuing to receive new pricing for each load of plastic we ship. This is a sign of continuing volatility in the plastics market. Prices for all four types of plastic are significantly lower than budgeted for this year. For the month of August, revenue from the sale of plastics was 45% below budget.

Metal prices for August were unchanged for scrap metal, increased by 12% for tin cans and decreased by 5% for aluminum. August metal prices were about at the budgeted level.

The strong paper and cardboard market offset the weak plastic market during August. Revenue from the sale of recycled material was 29% above budget in August.

The number of recycling drop-off appointments increased in August to 4,258 compared with 3,764 in July and 3,986 appointments in August of 2022. Every day in August, except for four days, was fully booked but we were able to maintain availability of next day appointments until late in the afternoon throughout the month. We routinely have eight to ten days with available appointments.

We are continuing our schedule of Saturday appointments being available about every other week. We had appointments available for three Saturdays in August. Two of those Saturdays

were fully booked with appointments and the third had a few unfilled appointments. Our current Saturday schedule is as follows:

September 9, 23
October 7, 21
November 4, 18

We continue to closely monitor the number of available appointments.

The Compost Site staff is working to clean the compost pad for the fall leaves. We are working with one of our large compost purchasers to sell volumes of material at a reduced price. We are continuing to work through the material that was stockpiled while the grinder was out of service. The incoming yard waste tonnage continues to be higher than normal because of the higher than normal rainfall this summer.

We successfully closed the books for 2022/23 and provided almost all of the preaudit work that was requested by Plante Moran before the end of August. We only used a very small number of hours of service from the Plante Moran GAP accounting staff. The Plante Moran auditors plan to be in our office from Tuesday, September 5 through Friday, September 15 to do the field portion of their audit work. I anticipate that we will be reviewing a draft of the audit with the Advisory Committee in October and with the Board at the November Board meeting.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the report on Operations Update be received and filed."

September 1, 2023

Board of Trustees
SOCRRA

Subject: Contract Extension - Padnos

Board Members:

In October of 2021, SOCRRA conducted an RFP for paper brokering service that resulted in Padnos being awarded the contract to provide brokering service for the recycled cardboard generated by the SOCRRA MRF. Padnos was also selected as a back-up broker for SOCRRA's other paper products. SOCRRA entered into a two-year contract with Padnos for these services. The contract, which is attached, allows for two one-year extensions by mutual written agreement. Padnos has provided good service under the agreement and both SOCRRA and Padnos are willing to extend the contract for the first of the one-year extensions under the existing terms and conditions.

I am requesting Board approval of the attached one-year extension of the existing agreement with Padnos.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board authorizes the approval of a one-year extension of the paper brokering agreement with Padnos."

EXTENSION OF PAPER BROKERING AGREEMENT

This is an Agreement made as of _____, 2023 between the Southeastern Oakland County Resource Recovery Authority (“SOCRRA”) and Padnos (“CONTRACTOR”) and states the following with adequate consideration acknowledged and accepted:

SOCRRA and CONTRACTOR entered into the attached agreement on October 22, 2021 regarding paper brokering services. SOCRRA and CONTRACTOR mutually agree to extend the existing agreement from November 1, 2023 to October 32, 2024 under the existing terms and conditions.

All remaining contract provisions remain in effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Extension Agreement as of the date noted above.

SOCRRA

CONTRACTOR

PAPER BROKERING AGREEMENT

This is an Agreement made as of October 22, 2021 between the Southeastern Oakland County Resource Recovery Authority ("SOCRRA") and Padnos ("CONTRACTOR") and states the following with adequate consideration acknowledged and accepted:

SECTION 1 - ASSIGNMENT

SOCRRA wishes CONTRACTOR to purchase 100% of the recycled cardboard produced by SOCRRA's MRF located at 995 Coolidge, Troy, MI for the fees set forth below. In addition, SOCRRA wishes CONTRACTOR to purchase, only upon request by SOCRRA, the other recycled paper produced by SOCRRA's MRF for the fees set forth below. CONTRACTOR is responsible for prompt removal of recycled paper materials in accordance with a weekly schedule jointly developed by SOCRRA and CONTRACTOR and making all necessary arrangements for transportation of recycled paper materials (the "Assignment").

SECTION 2 - BASIC SERVICES

The services contracted for are contained within CONTRACTOR's response to SOCRRA's September 14, 2021 request for proposals which are hereby made part of this Agreement by reference and are attached hereto as Exhibit 1.

SECTION 3 – SOCRRA'S RESPONSIBILITIES

SOCRRA shall:

- Designate a person with authority to act on SOCRRA's behalf on all matters concerning the Assignment;
- Work with CONTRACTOR on a weekly basis to schedule movement of SOCRRA's recycled paper products from SOCRRA's MRF;
- Provide 100% of the recycled cardboard generated from SOCRRA's MRF;
- Bale all recycled paper products in accordance with CONTRACTOR'S requirements;
- Load trailers in accordance with CONTRACTOR'S requirements to full capacity to achieve 40,000 pounds minimum shipping weight; and
- Provide access for CONTRACTOR to enter upon public and private property as required to perform services hereunder.

SECTION 4 – CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall:

- Purchase 100% of the recycled cardboard from SOCRRA's MRF;
- Purchase other recycled paper products from SOCRRA's MRF, as requested by SOCRRA;
- Work with SOCRRA on a weekly basis to schedule movement of SOCRRA's recycled paper products from SOCRRA's MRF;
- Provide or cause to be provided the necessary trucks and trailers to accommodate the mutually agreed on schedule so as to prevent a backlog of paper material at SOCRRA's MRF;
- Provide drivers that are properly trained, insured and licensed; and

- Be solely responsible for all incidental items associated with the transportation of recycled paper products including but not limited to fuel, taxes, royalties, license fees, subcontractor payments, insurance, safety inspections, payment of fines, tickets, vehicular maintenance and customs charges.

SECTION 5 - PERIOD OF SERVICE

CONTRACTOR shall start performing services under this agreement on November 1, 2021 and will provide such service for an initial period of 24 months (through October 31, 2023, with two twelve-month extensions (through October 31, 2025), if mutually agreeable in writing.

SECTION 6 – PAYMENT

Pricing was obtained from CONTRACTOR’S response to SOCRRA’s September 14, 2021 Request for Proposals for Paper Broker Services, which is included as part of this Agreement as Exhibit 1. Payment shall be made based on weights from SOCRRA’s MRF scale. Payments are due the 30th of each month for paper removed from SOCRRA’s MRF in the preceding month. Throughout the Term, pricing for materials meeting the Specifications in full trailer load quantities shall be as follows:

- For the bales of 56 news: \$25/ton over high end of range for Sorted Residential Papers & News (56), Midwest (Chicago) market, *PPI Pulp and Paper Week* for the month material was shipped.
- For the bales of commercial cardboard: \$40 ceiling/\$30 floor/ton over high end of range for OCC (11), Midwest (Chicago) market, *PPI Pulp and Paper Week* for the month material was shipped.
- For the bales of mixed paper: \$15/ton over high end of range for Mixed Paper (54), Midwest (Chicago) market, *PPI Pulp and Paper Week* for the month material was shipped.
- For the bales of Sorted Office Paper: \$15/ton over high end of range for SOP (37), Midwest (Chicago) market, *PPI Pulp and Paper Week* for the month material was shipped.

SECTION 7 – HOLD HARMLESS

7.1 CONTRACTOR also agrees to hold SOCRRA harmless from any and all injury to the person or damage to the property of, or any injury loss or expense incurred by an employee of SOCRRA, or any other person, caused by CONTRACTOR’s negligence or other tortious acts.

7.2 CONTRACTOR undertakes and assumes all risk of dangerous conditions in all places and will assume responsibility for making such investigations the CONTRACTOR deems necessary in order to determine whether such places are safe for the performance of the Services. SOCRRA shall allow access for this purpose. The CONTRACTOR also agrees to waive and release any claim or liability against SOCRRA for personal injury or property damage sustained by it or its Associates for personal injury or property damages while

performing under the Contract, except to the extent such injury or damage is caused by the negligent acts or omissions or willful misconduct of SOCRRA, its employees or agents.

- 7.3 In the event any action or proceeding shall be brought against SOCRRA by reason of any claim covered hereunder, the CONTRACTOR, upon notice from SOCRRA, will at the CONTRACTOR's sole cost and expense, resist and defend the same. SOCRRA may, at their discretion and upon notice to the CONTRACTOR, resist and defend any such action or proceeding brought against SOCRRA at their own expense without diminishing CONTRACTOR's indemnity obligations arising under this Contract.
- 7.4 CONTRACTOR agrees that it is the CONTRACTOR's responsibility and not the responsibility of SOCRRA to safeguard the property and materials that the CONTRACTOR or any of the CONTRACTOR's Associates use or have in their possession while performing under this Contract. Further, the CONTRACTOR agrees to hold SOCRRA harmless for any loss of such property and materials used by any such persons pursuant to the CONTRACTOR's performance under this Contract or which is in their possession.
- 7.5 The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or other benefits. In addition, the CONTRACTOR agrees to hold SOCRRA harmless from the payment of any deductible on any insurance policy.
- 7.6 The indemnification obligation under this Section shall survive the termination or expiration of this Contract, and all amendments and restatements hereto.

SECTION 8 - INSURANCE

The CONTRACTOR shall not commence work under this contract until supplying the Authority with insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to SOCRRA.

- 8.1 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.
- 8.2 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 \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Broad Form General Liability Extensions or equivalent; (D) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 8.3 Motor Vehicle Liability: The CONTRACTOR shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit,

Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- 8.4 Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that: "the following shall be Additional Insureds. The Southeastern Oakland County Resource Recovery Authority, all elected and appointed officials of this constituent organization, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof."
- 8.5 Cancellation Notice: Workers' Compensation Insurance, Commercial General 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: SOCRRA General Manager, 3910 W. Webster Road, Royal Oak, MI 48073."
- 8.6 Professional Liability: The CONTRACTOR shall procure and maintain during the life of this contract, a separate Professional Liability Policy with limits of liability not less than \$1,000,000 per occurrence and/or aggregate. SOCRRA shall be named Additional Insureds, as above. Thirty (30) days Notice of Cancellation shall apply to this policy.
- 8.7 Pollution and Pollution Legal Liability: Environmental insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 8.8 Proof of Insurance Coverage: The CONTRACTOR shall provide SOCRRA with a copy of the following certificates and policies before commencing any work on site:
- a. Certificate of Insurance for Workers' Compensation Insurance
 - b. Certificate of Insurance for Commercial General Liability Insurance
 - c. Certificate of Insurance for Vehicle Liability Insurance
 - d. Certificate of Insurance for Professional Liability Insurance
 - e. Certificate of Insurance for Pollution and Pollution Legal Liability
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
- 8.9 If any of the above coverages expire during the term of this contract, the CONTRACTOR shall deliver renewal certificates and/or policies to SOCRRA as soon as practicable prior to the expiration date.

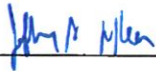
SECTION 9 - MISCELLANEOUS

- 9.1 The obligation to provide further services under this Agreement may be terminated (a) by SOCRRA with cause upon seven days' written notice to CONTRACTOR and (b) by CONTRACTOR for cause upon seven days' written notice to SOCRRA. Both SOCRRA and CONTRACTOR have thirty days to repair any termination notice. SOCRRA will be paid for all paper materials produced to the date of termination, all reimbursable expenses and termination expenses.

- 9.2 SOCRRA and CONTRACTOR, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.
- 9.3 CONTRACTOR represents and warrants that CONTRACTOR is fully capable to perform the services contemplated in this AGREEMENT. CONTRACTOR represents and warrants that CONTRACTOR has, and will maintain throughout the Term, all necessary licenses, permits and insurance coverages necessary to perform the services under this AGREEMENT.
- 9.4 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than SOCRRA and CONTRACTOR.
- 9.5 This Agreement constitutes the entire Agreement between SOCRRA and CONTRACTOR and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement may only be amended, supplemented, modified or canceled by a duly executed, written instrument.
- 9.6 This Agreement shall be construed in accordance with Michigan law. SOCRRA and CONTRACTOR agree that this AGREEMENT is mutually drafted.
- 9.7 CONTRACTOR shall maintain its work product, and all information generated under this Agreement, confidential and shall not release the work product or information to any third party unless authorized to do so by SOCRRA, or if compelled by law.

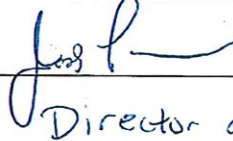
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date noted above.

SOCRRA



General Manager

CONTRACTOR



Director of Paper

September 1, 2023

Board of Trustees
SOCRRA

Subject: Contract Extension – Royal Oak Recycling

Board Members:

In October of 2021, SOCRRA conducted an RFP for paper brokering service that resulted in Royal Oak Recycling being awarded the contract to provide brokering service for the recycled paper products, except cardboard, generated by the SOCRRA MRF. Royal Oak Recycling was also selected as a back-up broker for SOCRRA's recycled cardboard.

SOCRRA entered into a two-year contract with Royal Oak Recycling for these services. The contract, which is attached, allows for two one-year extensions by mutual written agreement. Royal Oak Recycling has provided good service under the agreement and both SOCRRA and Royal Oak Recycling are willing to extend the contract for the first of the one-year extensions under the existing terms and conditions.

I am requesting Board approval of the attached one-year extension of the existing agreement with Royal Oak Recycling.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board authorizes the approval of a one-year extension of the paper brokering agreement with Royal Oak Recycling."

EXTENSION OF PAPER BROKERING AGREEMENT

This is an Agreement made as of _____, 2023 between the Southeastern Oakland County Resource Recovery Authority (“SOCRRA”) and Royal Oak Recycling (“CONTRACTOR”) and states the following with adequate consideration acknowledged and accepted:

SOCRRA and CONTRACTOR entered into the attached agreement on October 22, 2021 regarding paper brokering services. SOCRRA and CONTRACTOR mutually agree to extend the existing agreement from November 1, 2023 to October 32, 2024 under the existing terms and conditions.

All remaining contract provisions remain in effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Extension Agreement as of the date noted above.

SOCRRA

CONTRACTOR

PAPER BROKERING AGREEMENT

This is an Agreement made as of October 26, 2021 between the Southeastern Oakland County Resource Recovery Authority ("SOCRRA") and Royal Oak Recycling ("CONTRACTOR") and states the following with adequate consideration acknowledged and accepted:

SECTION 1 - ASSIGNMENT

SOCRRA wishes CONTRACTOR to purchase 100% of the recycled paper except cardboard produced by SOCRRA's MRF located at 995 Coolidge, Troy, MI for the fees set forth below. In addition, SOCRRA wishes CONTRACTOR to purchase, only upon request by SOCRRA, the cardboard produced by SOCRRA's MRF for the fees set forth below. CONTRACTOR is responsible for prompt removal of recycled paper materials in accordance with a weekly schedule jointly developed by SOCRRA and CONTRACTOR and making all necessary arrangements for transportation of recycled paper materials (the "Assignment").

SECTION 2 - BASIC SERVICES

The services contracted for are contained within CONTRACTOR's response to SOCRRA's September 14, 2021 request for proposals which are hereby made part of this Agreement by reference and are attached hereto as Exhibit 1.

SECTION 3 – SOCRRA'S RESPONSIBILITIES

SOCRRA shall:

- Designate a person with authority to act on SOCRRA's behalf on all matters concerning the Assignment;
- Work with CONTRACTOR on a weekly basis to schedule movement of SOCRRA's recycled paper products from SOCRRA's MRF;
- Provide 100% of the recycled paper, except cardboard, generated from SOCRRA's MRF;
- Bale all recycled paper products in accordance with CONTRACTOR'S requirements;
- Load trailers in accordance with CONTRACTOR'S requirements to full capacity to achieve 40,000 pounds minimum shipping weight; and
- Provide access for CONTRACTOR to enter upon public and private property as required to perform services hereunder.

SECTION 4 – CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall:

- Purchase 100% of the recycled paper from SOCRRA's MRF;
- Purchase recycled cardboard from SOCRRA's MRF, as requested by SOCRRA;
- Work with SOCRRA on a weekly basis to schedule movement of SOCRRA's recycled paper products from SOCRRA's MRF;
- Provide or cause to be provided the necessary trucks and trailers to accommodate the mutually agreed on schedule so as to prevent a backlog of paper material at SOCRRA's MRF;
- Provide drivers that are properly trained, insured and licensed; and

- Be solely responsible for all incidental items associated with the transportation of recycled paper products including but not limited to fuel, taxes, royalties, license fees, subcontractor payments, insurance, safety inspections, payment of fines, tickets, vehicular maintenance and customs charges.

SECTION 5 - PERIOD OF SERVICE

CONTRACTOR shall start performing services under this agreement on November 1, 2021 and will provide such service for an initial period of 24 months (through October 31, 2023, with two twelve-month extensions (through October 31, 2025), if mutually agreeable in writing.

SECTION 6 – PAYMENT

Pricing was obtained from CONTRACTOR'S response to SOCRRA's September 14, 2021 Request for Proposals for Paper Broker Services, which is included as part of this Agreement as Exhibit 1. Payment shall be made based on weights from SOCRRA's MRF scale. Payments are due the 30th of each month for paper removed from SOCRRA's MRF in the preceding month. Throughout the Term, pricing for materials meeting the Specifications in full trailer load quantities shall be as follows:

- For the bales of 56 news: \$20.00/ton over high end of range for Sorted Residential Papers & News (56), Midwest (Chicago) market, *PPI Pulp and Paper Week* for the month material was shipped.
- For the bales of commercial cardboard: \$28/ton over high end of range for OCC (11), Midwest (Chicago) market, *PPI Pulp and Paper Week* for the month material was shipped.
- For the bales of mixed paper: \$23/ton over high end of range for Mixed Paper (54), Midwest (Chicago) market, *PPI Pulp and Paper Week* for the month material was shipped.
- For the bales of Sorted Office Paper: \$23/ton over high end of range for SOP (37), Midwest (Chicago) market, *PPI Pulp and Paper Week* for the month material was shipped.

SECTION 7 – HOLD HARMLESS

7.1 CONTRACTOR also agrees to hold SOCRRA harmless from any and all injury to the person or damage to the property of, or any injury loss or expense incurred by an employee of SOCRRA, or any other person, caused by CONTRACTOR's negligence or other tortious acts.

7.2 CONTRACTOR undertakes and assumes all risk of dangerous conditions in all places and will assume responsibility for making such investigations the CONTRACTOR deems necessary in order to determine whether such places are safe for the performance of the Services. SOCRRA shall allow access for this purpose. The CONTRACTOR also agrees to waive and release any claim or liability against SOCRRA for personal injury or property damage sustained by it or its Associates for personal injury or property damages while performing under the Contract, except to the extent such injury or damage is caused by the negligent acts or omissions or willful misconduct of SOCRRA, its employees or agents.

7.3 In the event any action or proceeding shall be brought against SOCRRA by reason of any claim covered hereunder, the CONTRACTOR, upon notice from SOCRRA, will at the CONTRACTOR's sole cost and expense, resist and defend the same. SOCRRA may, at their discretion and upon notice to the CONTRACTOR, resist and defend any such action or proceeding brought against SOCRRA at their own expense without diminishing CONTRACTOR's indemnity obligations arising under this Contract.

7.4 CONTRACTOR agrees that it is the CONTRACTOR's responsibility and not the responsibility of SOCRRA to safeguard the property and materials that the CONTRACTOR or any of the CONTRACTOR's Associates use or have in their possession while performing under this Contract. Further, the CONTRACTOR agrees to hold SOCRRA harmless for any loss of such property and materials used by any such persons pursuant to the CONTRACTOR's performance under this Contract or which is in their possession.

7.5 The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or other benefits. In addition, the CONTRACTOR agrees to hold SOCRRA harmless from the payment of any deductible on any insurance policy.

7.6 The indemnification obligation under this Section shall survive the termination or expiration of this Contract, and all amendments and restatements hereto.

SECTION 8 - INSURANCE

The CONTRACTOR shall not commence work under this contract until supplying the Authority with insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to SOCRRA.

8.1 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.

8.2 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 \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Broad Form General Liability Extensions or equivalent; (D) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

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

8.4 Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that: "the following shall be Additional Insureds. The Southeastern Oakland County Resource Recovery Authority, all elected and

appointed officials of this constituent organization, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.”

- 8.5 Cancellation Notice: Workers’ Compensation Insurance, Commercial General 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: SOCRRA General Manager, 3910 W. Webster Road, Royal Oak, MI 48073.”
- 8.6 Professional Liability: The CONTRACTOR shall procure and maintain during the life of this contract, a separate Professional Liability Policy with limits of liability not less than \$1,000,000 per occurrence and/or aggregate. SOCRRA shall be named Additional Insureds, as above. Thirty (30) days Notice of Cancellation shall apply to this policy.
- 8.7 Pollution and Pollution Legal Liability: Environmental insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 8.8 Proof of Insurance Coverage: The CONTRACTOR shall provide SOCRRA with a copy of the following certificates and policies before commencing any work on site:
- a. Certificate of Insurance for Workers’ Compensation Insurance
 - b. Certificate of Insurance for Commercial General Liability Insurance
 - c. Certificate of Insurance for Vehicle Liability Insurance
 - d. Certificate of Insurance for Professional Liability Insurance
 - e. Certificate of Insurance for Pollution and Pollution Legal Liability
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
- 8.9 If any of the above coverages expire during the term of this contract, the CONTRACTOR shall deliver renewal certificates and/or policies to SOCRRA as soon as practicable prior to the expiration date.

SECTION 9 - MISCELLANEOUS

- 9.1 The obligation to provide further services under this Agreement may be terminated (a) by SOCRRA with cause upon seven days’ written notice to CONTRACTOR and (b) by CONTRACTOR for cause upon seven days’ written notice to SOCRRA. Both SOCRRA and CONTRACTOR have thirty days to repair any termination notice. SOCRRA will be paid for all paper materials produced to the date of termination, all reimbursable expenses and termination expenses.
- 9.2 SOCRRA and CONTRACTOR, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.
- 9.3 CONTRACTOR represents and warrants that CONTRACTOR is fully capable to perform the services contemplated in this AGREEMENT. CONTRACTOR represents and warrants

that CONTRACTOR has, and will maintain throughout the Term, all necessary licenses, permits and insurance coverages necessary to perform the services under this AGREEMENT.

9.4 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than SOCRRA and CONTRACTOR.


9.5 This Agreement constitutes the entire Agreement between SOCRRA and CONTRACTOR and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement may only be amended, supplemented, modified or canceled by a duly executed, written instrument.

9.6 This Agreement shall be construed in accordance with Michigan law. SOCRRA and CONTRACTOR agree that this AGREEMENT is mutually drafted.

9.7 CONTRACTOR shall maintain its work product, and all information generated under this Agreement, confidential and shall not release the work product or information to any third party unless authorized to do so by SOCRRA, or if compelled by law.


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date noted above.

SOCRRA



GENERAL MANAGER

CONTRACTOR



Ed Mamou, VP

September 7, 2023

Board of Trustees
SOCRRA

Subject: SOCRRA Participation in Disaster Debris Management Plan Proposal

Board Members:

Mike Csapo, General Manager of RRRASOC, and I have been working on the development of Disaster Debris Management Plans for our respective Authorities and their member communities. I am recommending that the Board authorize SOCRRA to participate in the Tetra Tech proposal to develop a series of Disaster Debris Management Plans at a cost not to exceed \$48,924.07. The RRRASOC Board has already approved their participation in this project.

Background

Both the SOCRRA and RRRASOC communities (Farmington, Farmington Hills, Milford, Milford Twp., Novi, South Lyon, Southfield, Walled Lake, Wixom) have experienced a series of weather events during the last two years that have caused refuse, yard waste and tree debris issues. The most recent event affecting some of the SOCRRA communities occurred on August 24, 2023 when flooding caused by a major rain event resulted in an increase in refuse tonnage. There have also been several recent wind events that have resulted in higher than normal levels of yard waste and brush chipping. Fortunately, none of these events have been particularly widespread and we have been able to rely on our typical debris management procedures to deal with these events. However, it does appear as if these events are becoming more frequent. In addition, there is less contracting capacity in the Detroit metropolitan area as our contractors are being stretched to complete their normal workload levels, and they have little or no capacity to handle any extra work beyond normal workloads.

This combination of events has led Mike Csapo and I to discuss developing a more robust disaster debris management plan for our combined communities. We initially worked with EGLE under their NextCycle initiative which included a track for Intergovernmental Initiatives & Public Private Partnerships. This program funded the development of an RFP for the development of a debris management plan that covers both SOCRRA, RRRASOC and their 21 member communities with a separate section for each community. This RFP was developed by RRS.

We worked with Oakland County procurement to post the RFP on Oakland County's website. Responses were received from RRS, which wrote the RFP, and Tetra Tech. An evaluation committee consisting of Mike Csapo, Oakland County Emergency Management and Oakland County Planning reviewed the RFP responses and recommended the selection of the Tetra Tech proposal, which was the highest quality and lowest cost proposal.

The Tetra Tech Proposal

The Tetra Tech technical and cost proposals and a draft Professional Services Agreement are attached. Tetra Tech will be meeting with stakeholders at SOCRRA, RRRASOC, in each member community and with selected external agencies (Oakland County Emergency Management as the most prominent example) to gather any existing plans and information. They will use this information and their

existing expertise to develop a template for a disaster debris management plan and then work with SOCRRA, RRRASOC and each community to develop specific plans. We also expect that the template that is developed could be used by other Oakland County communities to develop their own plans. This was the central reason used in our unsuccessful attempt to get this project funded by Oakland County Emergency Management.

Tetra Tech did supply over 200 pages of examples of prior disaster debris management plans as Appendix A to their proposal. That Appendix is not included in the attachments to this letter.

The cost of the Tetra Tech proposal is not to exceed \$99,845. We propose to share those costs with RRRASOC on a per capita basis with SOCRRA's share not to exceed \$48,924.07.

Other Funding Sources

Mike Csapo and I have met with a wide variety of potential funding sources to pay for the costs of the Tetra Tech proposal. Every entity that we discussed the proposal with was very supportive of the concept of developing disaster debris management plans but was unwilling to fund this project. Potential funding sources included Oakland County Emergency Management, Oakland County Planning, a variety of EGLE grant programs and the EPA. We were both very surprised at our lack of success in obtaining outside funding for this project. We have not given up on obtaining outside funding for this project, but we do recommend that we proceed with the project while we continue to search for outside funding sources.

I am recommending that SOCRRA participate in the Tetra Tech proposal at a cost not to exceed \$48,924.07. Mr. Davis has made several suggestions to the attached professional Services Agreement to clarify that the \$48,924.07 is a cost not to exceed and we are reviewing those suggestions with Tetra Tech. Therefore, I am asking for Board authorization to execute the Professional Services Agreement, subject to Mr. Davis' approval of the final Agreement.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board endorse the Storm and Disaster Debris Management Plan Project."



Proposal for
**Development of a Multi-Jurisdiction
Disaster Debris Management Plan (DDMP)**

Oakland County, Michigan

Copy | February 2023

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Oakland County
Jeff McKeen, General Manager, SOCRRA
Michael Csapo, General Manager, RRRASOC

February 28, 2023

Subject: For Development of a Multi-Jurisdiction Disaster Debris Management Plan

Dear Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is pleased to submit the enclosed proposal to support the Southeast Oakland County Resource Recovery Authority (SOCRRA) and the Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC) in developing a Multi-Jurisdiction Disaster Debris Management Plan (DDMP) for the jurisdictions served by both agencies. Our proposal describes our technical expertise in developing DDMPs for municipal authorities, our proposed project manager and firm’s comparable DDMP experience, and our approach to delivering unmatched services to the jurisdictions. In summary, Tetra Tech is best suited to assist the jurisdictions for the following reasons:

- **Extensive DDMP Experience of the Firm and Project Manager.** Tetra Tech has an in depth understanding and knowledge of all aspects of DDMPs. *Our team of experts has helped more than 100 local governments across the country develop DDMPs, conduct emergency debris site (EDS) assessments, conduct debris management training, as well as other aspects of emergency management planning, response, and recovery.*

Mr. Brian Rutherford, our proposed project manager, is a disaster debris expert, and has completed a more than **50 DDMPs for clients**. Currently, Tetra Tech is developing a DDMP for Knox County, Tennessee; is just developed regional DDMP for 20 cities and towns in San Mateo County, California; and is helping Los Angeles County create a plan for private property debris removal. Our extensive hands-on response and recovery experience allows us to develop more effective, operationally sound DDMPs. *Additional information about Mr. Rutherford’s specific DDMP experience, is located under Section 3, beginning on page 5.*

- **Nationally Recognized Leader in Disaster Debris Monitoring.** Our team has *successfully assisted over 320 local and state government clients across the nation* with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the removal of **over 172 million cubic yards (CYs) of debris**, resulting in excess of **\$10 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation’s most catastrophic natural disasters.

Tetra Tech brings the experience required to successfully develop a sound and effective DDMP.

- ✓ Collaborating with several local governments
- ✓ Developing plan templates & MOUs
- ✓ Developing RFQs/RFPs for disaster debris removal support and disaster debris monitoring and deployment support
- ✓ Developing mutual aid agreements for disaster debris management
- ✓ Identifying shared disaster debris staging areas
- ✓ Overseeing disaster debris contracts
- ✓ Conducting agency staff and community training on all DDMP aspects
- ✓ Developing and implementing exercise scenarios to test and plan elements

Tetra Tech not only assists local governmental entities in developing DDMPs, but we also assist them in executing and managing the plans following a debris-generating event. Because of this real-world experience, we are better able to inform our clients of what they should expect during a disaster and can share lessons learned and best practices.

- **Proprietary, Best-in-Class Automated Debris Management System (ADMS) Technology.** Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the SOCRRA and RRRASOC member jurisdictions. *RecoveryTrac™* ADMS enables real-time collection data and furnishes accurate and timely reporting to stakeholders. ***RecoveryTrac™ ADMS is validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by USACE debris contractors.***
- **Cost-effective Solution to Recovering Communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. ***Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.***
- **Tetra Tech's Local Offices and Staff.** With ***7 offices throughout Michigan that are supported by over 580 employees, including two offices located in Oakland County,*** we can provide the technical staffing resources that SOCRRA and RRRASOC may require. This strong local presence provides Tetra Tech with access to local resources and facilities that are critical in times of disaster.

Tetra Tech appreciates the opportunity to assist SOCRRA and RRRASOC and their member jurisdictions in this critical effort. For questions regarding this response, please feel free to contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

FIRM CONTACT INFORMATION

Technical Representative

Mr. Brian Rutherford

Project Manager

(281) 414-6741

Brian.Rutherford@tetrattech.com

Contractual Representative

Ms. Betty Kamara

Contracts Representative

(407) 803-2551

TDR.contracts@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel

Business Unit President

Tetra Tech, Inc.

2301 Lucien Way, Suite 120, Maitland, FL 32751
Tel 321-441-8500 Fax 321-441-8501 tetrattech.com

2. Company Information

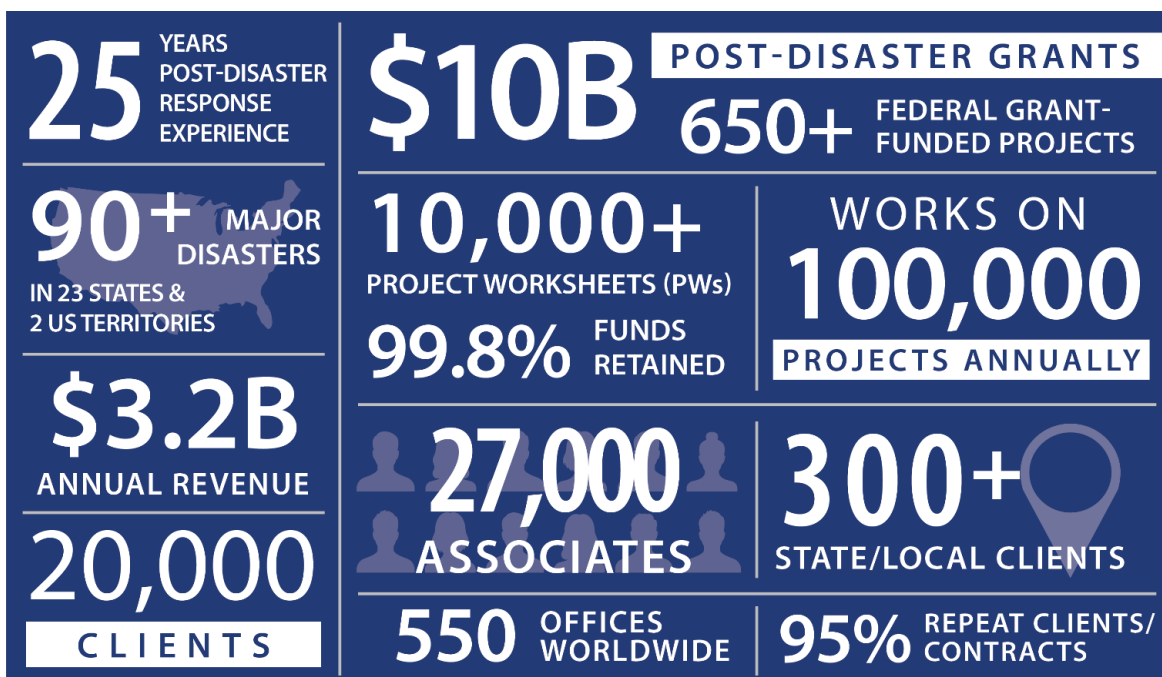
Tetra Tech has been at the forefront of the disaster response industry for nearly 25 years. **Since 2001, our team has successfully assisted over 320 clients with recovering from the damaging effects of tornadoes, floods, ice storms, hurricanes, tropical storms, and the COVID-19 pandemic.** Our firm is trusted by our clients to not only have the operational and financial resources to perform but also bring nationally recognized experts in their field to bear as they address complex issues that arise after disasters.

Tetra Tech has far-reaching experience in assisting clients in disaster preparedness, post-disaster response, program management, case management, and project delivery. Tetra Tech brings preparedness, response, and recovery capabilities that are established, experienced, and ready to go across the nation, including in tribal lands and in U.S. territories. Our firm has a long history of providing emergency response services to State and Local governments around the country. Tetra Tech has also provided support to the federal government through our work with the U.S. Environmental Protection Agency (EPA). Additionally, we employ a diverse and experienced group of emergency management, response, and recovery professionals who have served in leadership positions at the federal, state, and local levels. We know the needs of state, local, tribal, and territorial stakeholders because we led them in times of crisis. Most of all, **we can listen to the needs of all involved and respond with the depth and breadth of resources needed.**

COMPANY INFORMATION

Legal Name: **Tetra Tech, Inc.**
Address: **39395 W. 12 Mile Rd. Ste. 103 Farmington Hills, MI 48331**
Phone: **(810) 220-2112**
Fax: **(321) 441-8501**
Email: **TDR.contracts@tetratech.com**
Year Established: **1966**
Type of Business: **Corporation**

During steady-state conditions, our disaster preparedness strategies include developing plans and applying technology to better inform clients about the wide array of hazards they face; prioritizing, scoping, and implementing projects designed to mitigate risks; and planning, training, and exercising public safety, public works, and solid waste professionals to enhance their readiness to respond. Post-disaster, Tetra Tech offers a wide range of incident management support including augmenting staff and personnel; facilitating and monitoring rapid infrastructure repair and debris management; and advising and guiding clients through comprehensive financial management, compliance guidance, community resilience, and economic redevelopment phases of disaster recovery.



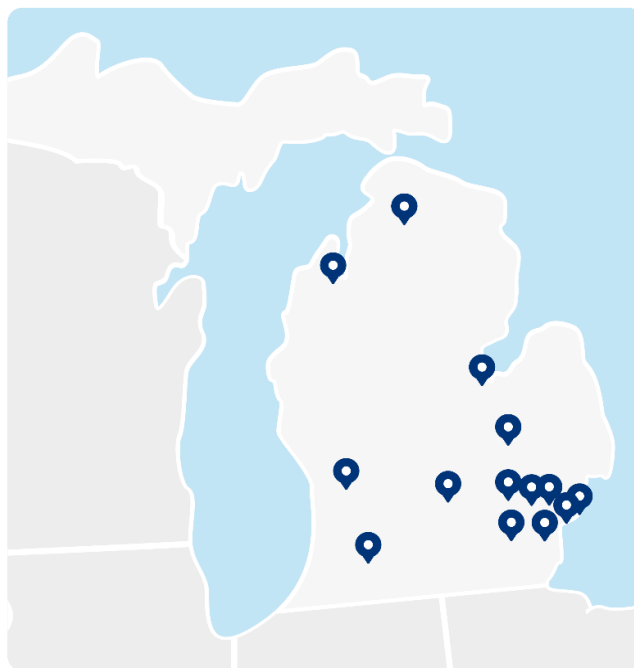
Local Offices



Tetra Tech has 2 offices located in Oakland County – Farmington Hills and Madison Heights

Tetra Tech has 14 offices in Michigan

With over 580 employees in the state, Tetra Tech has the capacity to support all communities throughout Michigan.



- Ann Arbor
- Bay City
- Brighton
- Detroit (2)
- East Lansing
- Farmington Hills**
- Flint
- Gaylord
- Grand Rapids
- Madison Heights**
- Portage
- Taylor
- Traverse City

3. Key Personnel

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

Our staff members have managed the removal of and reimbursement for over 172 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures. Our team has monitored and **obtained FEMA, FHWA, and NRCS reimbursement on over 30 debris removal projects over 1 million CYs of debris** and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Our record of success includes serving over 320 state and local government clients in response to over 90 presidential disaster declarations over the last decade. Our team has obtained over \$10 billion in reimbursement funds for our clients from federal agencies.

Tetra Tech is committed to providing SOCRRA and RRRASOC with an experienced project manager and consistent project management team that will expedite recovery efforts in SOCRRA and RRRASOC communities by establishing a coordinated and organized approach to debris removal. **Our dedicated team is available to NextCycle 365 days per year.**

PROPOSED PROJECT MANAGER

Brian Rutherford's areas of expertise include disaster debris management, including having developed more than **50 DDMPs**. His expertise also includes hazard mitigation, continuity of operations, emergency planning, public health, and disaster recovery.



A few of Mr. Rutherford's notable DDMP projects were for the clients bulleted below.

- **Clark County, Washington**
- **Cities of Bedford, Colleyville, Euless, Grapevine, and Hearst, Texas**
- **City of Boston, Massachusetts**
- **Sarasota County, FL (Management Staff Training)**
- **Marin County, California**
- **Burleson, Texas**
- **Brazoria County, Texas**
- **San Mateo County, California**
- **City of Bellevue, Washington**
- **City of Miami, FL**

Key Training/Certifications

- Professional Continuity Practitioner
- FEMA Public Assistance Program and Eligibility
- FEMA Emergency Management Institute: Personal Development Series
- Homeland Security Exercise Evaluation Program
- National Incident Management System 700
- Incident Command System 100, 200, 300, 400
- National Response Plan 800
- Debris Management
- Fatalities Management
- 40 Hour HAZWOPER and refresher
- Public Information
- Hazard Mitigation

20+ YEARS OF EXPERIENCE

Education

Bachelor of Business Administration, University of Houston-Downtown, 2002

Years of Employment

14

Hourly Billing Rate

\$135.84

PROPOSED DEBRIS MANAGEMENT SME

Ralph Natale's areas of expertise includes developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 250 projects in his 15-year career.



A few of Mr. Natale's notable DDMP projects were for the clients bulleted below.

- **City of Houston, Texas | Hurricane Harvey (August 2017- Present)**
- **Town of Hilton Head Island, South Carolina**
- **New Jersey Department of Environmental Protection**
- **City of Houston, Texas**

Key Training/Certifications

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

15+ YEARS OF EXPERIENCE

Years of Employment

15

Hourly Billing Rate

\$271.69

PROPOSED LOGISTICS SME

Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Technical Applications Manager, Mr. Dickerson is responsible for the planning, development, deployment of technical applications supporting emergency response operations for the firm.



A few of Mr. Dickerson's notable DDMP projects were for the clients bulleted below.

- **State of Texas**
- **Harris County, Project Recovery CDBG Program**
- **Puerto Rico Department of Housing (PRDOH) R3 Puerto Rico CDBG Program**

- **State of Florida, Rebuild FL CDBG Program**

Key Training/Certifications

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

30+ YEARS OF EXPERIENCE

Education

Thomas Edison University,
Associate of Science,
Nuclear Engineering
Technology, 1997

Years of Employment

12

Hourly Billing Rate

\$217.35

PROPOSED SOLID WASTE SME

Eric Anderson has more than 30 years of experience in geology, soil erosion, and related fields, including landfill hydrogeology, groundwater, surface water, and operations. His previous experience as a regulator gives him a unique advantage when reviewing and presenting data to state and local agencies for review and approval. Currently, Mr. Anderson is overseeing field oversight and inspection, preparing permit applications, and managing construction quality assurance (CQA) personnel for daily inspection and reporting. He continues to provide review and reporting for groundwater and surface water quality information.

A few of Mr. Anderson's notable experience.

- Reviews and updates hydrogeologic monitoring plans (HMP) for multiple sites, related to expansion permit requirements and changing regulations.
- PFAS sampling for informational reporting. Reviewed technology to evaluate treatment systems for industrial wastewater applications.
- Plans and manages field investigation projects including geotechnical and geological drilling and sampling. Develops work plans and interacts with regulators for Plan approval. Oversees field investigations, including monitoring well installations, monthly compliance site inspections, and routine site monitoring.
- Prepares permit application and license documents and interact with regulators to update and revise application information.

Key Training/Certifications

- Certified Erosion Inspector (MI)
- Certified Stormwater Operator (MI)
- Certified Odor Evaluator (RK & Associates, Inc.)



35+ YEARS OF
EXPERIENCE

Education

Thomas Edison University,
Associate of Science,
Nuclear Engineering
Technology, 1997

Years of Employment

6

Hourly Billing Rate

\$205.00

PROPOSED SOLID WASTE SME

Jennifer Bowyer has more than 25 years of experience in engineering consulting. Her background includes solid waste design, landfill gas (LFG) system design, site design, stormwater management, geotechnical investigations, and environmental site assessments. She serves as site engineer and project manager and her responsibilities include compliance reporting, permitting, hydrogeologic investigations, environmental monitoring, construction quality assurance (CQA), and design engineering for cell construction and other landfill systems.



A few of Ms. Bowyer's notable DDMP projects were for the clients bulleted below.

- **City of Riverview, Riverview Land Preserve – 15.5-acre cell**
- **Lafarge North America, CKD Landfill, Alpena – 7.5-acre cell**

Key Training/Certifications

- OSHA 40-hr. HAZWOPER Training
- OSHA 8-hr. HAZWOPER Refresher
- Registered Professional Engineer in Michigan and Indiana
- SWANA Safety Ambassador for Lower Michigan
- MWRA Technical Review Committee
- ESD Conference Committee
- EREF Review Committee

25+ YEARS OF EXPERIENCE

Education

B.S., Civil Engineering,
Michigan State University,
1998

Years of Employment

14

Hourly Billing Rate

\$251.25

PROPOSED DEBRIS MANAGEMENT SME

Tommy Webster has more than 20 years of consulting and operational experience with major field environmental and civil works projects. Mr. Webster brings a unique perspective, having spent many years of his career on the consulting side at Tetra Tech and its preceding organizations, as well as at a major national civil construction and debris contractor (Phillips and Jordan). He brings a strong understanding of Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program policy and how the policy applies to post disaster recovery.



A few of Mr. Webster's notable DDMP projects were for the clients bulleted below.

- **Town of Briarcliffe Acres, SC - Hurricane Florence**
- **Craven County, NC - Hurricane Florence**
- **Charlotte County/Manatee County/St. Petersburg, FL– Hurricane Ian**

20+ YEARS OF EXPERIENCE

Key Training/Certifications

- DHS/FEMA/PIA-017 Federal Emergency Response Official. Effective date 9/4/2018 – 9/02/2024
- North Carolina General Contractor's License
- USACE Construction Quality Management for Contractors-Certified
- FEMA 325 Public Assistance Debris Management Guide
- FEMA E0202 Debris Management Planning Certified
- FEMA ICS-100 Incident Command System Certified
- FEMA ICS-200 Initial Action Incident Certified
- FEMA IS-800 National Response Framework Certified
- FEMA IS-700 National Incident Management System (NIMS)-Certified
- Qualified Technical Tree Safety Supervisor
- Electrical Hazard Awareness Training
- OSHA 40-Hour HAZWOPER
- OSHA 30-Hour
- First Aid / CPR

Years of Employment

8

Hourly Billing Rate

\$168.19

4. Subcontractors

Tetra Tech does not intend to use subcontractors for the proposed scope of work. We have detailed our technical approach to delivering the scope of work in the following pages.

Develop Multi-Jurisdiction Disaster Debris Management Plan (DDMP)

For a DDMP to be effective, it must lay out functional steps to prepare for, respond to, and recover from a debris generating disaster. It must also clearly establish roles and responsibilities, be easy to use, be up to date, and be relatively easy to maintain. To achieve this while the meeting the needs of each of the 21 jurisdictions participating in the process, Tetra Tech proposes developing a DDMP where the information common to each of the jurisdictions is located in the main plan including hazard information, regulatory information and the overarching debris management strategy. Information specific to each jurisdiction will be housed in a jurisdiction specific appendix to the plan containing departmental roles and responsibilities, equipment available for debris clearing and collection, debris zones, priority roads, and other information that will be needed by the jurisdiction to implement and conduct disaster debris operations. Done in this manner, regulatory changes that occur fairly regularly, can be completed by only updating one document instead of 21. Also, it will be much easier for each of the jurisdictions to maintain their jurisdiction specific information as it will be centralized in one place in their appendix to the DDMP.

Development of the DDMP and appendices will be broken out into five tasks:

- Task 1: Project Initiation
- Task 2: Data Collection
- Task 3: Draft DDMP Development
- Task 4: DDMP Review and Finalization
- Task 5: Training

TASK 1: PROJECT INITIATION

A. Project Initiation & Management Responsibility

Project Planning Meeting. Tetra Tech will initiate the project by conducting a project planning meeting with the Project Management Team. During this meeting, Tetra Tech and the Project Management Team will establish the overarching planning objectives that will define the disaster debris management planning process, determine project milestones, and introduce the Tetra Tech project team members.

Together, the Tetra Tech project manager and the Project Management Team will accomplish the following:

- Confirm the project schedule, deliverables, and planning assumptions.
- Identify key stakeholders from municipalities to participate in the project.
- Identify critical path activities, decision points, and key inputs required.
- Discuss data needed for plan development. This can include jurisdiction emergency plans, equipment lists, organization charts, health and safety plans, priority street and facility lists, as well as other information deemed necessary for the planning effort.
- Establish project communication and coordination protocols between Tetra Tech, and participating jurisdictions.

Tetra Tech will provide a meeting agenda to help guide discussion and will prepare meeting minutes to capture the key decisions and outcomes of the project planning meeting.

Work Plan. Within one week of the project scoping meeting, the Tetra Tech project manager will provide the Project Management Team with a detailed work plan, which will identify the core goals, objectives, and scope of the disaster debris management plan (DDMP) project. Once approved, the work plan will guide the development, execution, and follow-up phases of the project.

Progress Reports. During the project, project reports will be provided to the Project Sponsor about every two weeks which identifies the accomplishments during the two-week reporting period, the objectives for the next reporting period, as well as an overall status of deliverables and timelines.

Project Kickoff Meeting. Following the project scoping meeting, Tetra Tech will begin the project by facilitating a DDMP project kickoff meeting with the broader planning team from SOCRRA and RRRASOC and participating jurisdictions. The kickoff meeting will last approximately two hours and will be conducted online in keeping with social distancing protocols. The kickoff meeting will provide an overview of disaster debris management operations, highlight the disaster debris management planning process, address the need for various staff involvement from each jurisdiction in the overall project, and outline the phases and timeline of the DDMP planning project. Tetra Tech will develop a PowerPoint presentation, an agenda, and sign-in sheets for the meeting. Meeting minutes will be prepared after the kickoff meeting to capture the key points of discussion.

TASK 2: DATA GATHERING

Data Gathering. Tetra Tech will develop the DDMP and jurisdiction specific appendices by researching, reviewing, and incorporating participating jurisdictions' documents relating to debris removal operations. In addition, Tetra Tech will conduct online planning meetings with representatives from participating jurisdictions as well as SOCRRA and RRRASOC to gather information for plan development. Information to be discussed will be departmental roles and responsibilities, resources such as equipment and vendors that can be brought to bear in response to a debris generating disaster, potential locations for temporary debris management sites, priority streets, debris zones, existing relevant plans and procedures maintained by the jurisdiction, and other information specific to the needs of the jurisdiction.

TASK 3: DRAFT DDMP DEVELOPMENT

Tetra Tech will work with the Project Sponsor and the participating jurisdictions to develop the DDMP and jurisdictional annexes to comply with the National Incident Management System (NIMS), Incident Command System (ICS), Federal Emergency Management Agency (FEMA) Publication Assistance Program and Policy Guide (PAPPG), Federal Highway Administration (FHWA) Emergency Relief Fund guidelines, and U.S. Environmental Protection Agency best practices for debris management. (Please note: Since elimination of the debris plan increased match incentive, FEMA no longer reviews DDMPs, but the local DDMP addendum will be developed to meet the requirements FEMA had outlined as part of the Alternate Procedures Pilot Program for Debris Removal).

Following the jurisdictional planning meetings Tetra Tech will develop the draft DDMP and jurisdiction specific appendices to include the following components:

- Organizational structure and responsibilities for participating jurisdictions as well as other stakeholders (regional, state, federal, and private partners) involved in debris removal, handling, transportation, processing, and disposal operations.
- Clearly defined, Incident Command System (ICS)-based management structure and reporting process strategies and processes that support effective decision making and prioritization
- Identification of the participating jurisdictions role in managing debris clearance and removal operations for their jurisdictions as well as the role of the County in providing support for jurisdictions in the operational area.
- Temporary Debris Management Site (TDMS) selection criteria and planning
- Debris management collection and handling strategies based on debris types and mixes (vegetative debris; hazardous stumps, leaners, and hangers; construction and demolition debris; hazardous waste; and white goods)
- Pre-event preparations prior to an impending debris-generating incident
- Post-event response
- Sample public information content and press releases

- Debris reduction options
- Final disposal of debris including methods for maximizing material diversion through reuse and recycling
- Use of contracted services for debris operations including processes for pre-qualifying contractors
- Private property debris removal and demolition processes
- Health and safety considerations
- Environmental and other regulations

A. Debris Forecasting

To provide estimates of the potential types and quantities of debris that jurisdictions might encounter in response to a debris generating disaster, Tetra Tech will collect County and local hazard mitigation plans, examine historical records of disasters and other data to derive a list of the debris generating disaster most likely to occur in the area and the types of debris and the estimated quantities of debris that could be generated. The types of hazards may include: weather, ice storm, seismic, wildfire, flood and other incidents that are deemed significant and appropriate for inclusion. The types of debris that might be generated from such disasters may include:

- Construction & Demolition Waste
- Vegetative and Woody Debris
- White Goods/Scrap Metal
- Concrete/Asphalt/Rubble
- Electronic Items
- Soil/Mud
- Hazardous Waste (Ignitable, Corrosive, Toxic, Reactive)
- Putrescent Waste (Food, Animal)
- Vehicles/Boats
- Infectious Waste
- Recyclable/Reusable Materials
- Contaminated Wastes
- General Refuse

B. Mutual Aid

In examining the resources available to respond, an important resource to consider is mutual aid. As some contract resources may take some time to activate and respond to the incident, mutual aid resources located in the immediate area might be able to provide a more timely response until other resources can be brought on board. In developing the plan Tetra Tech will:

- Assess existing mutual aid agreements within a 200-mile radius;
- Identify and outline procedures to request mutual aid;
- Provide a model Mutual Aid Agreement, if necessary;
- Provide contact information at the State and County levels for requesting and coordinating mutual aid assistance.

C. Debris Removal

In developing the debris management strategy, Tetra Tech will lay out a phased approach to the preparation, response, and recovery from a debris generating incident. While understanding that every disaster is different, the phased approach will help the jurisdiction to have a good understanding of the actions that will need to be taken based on general time frames in the disaster timeline.

In addition to outlining steps to be taken in the process, Tetra Tech will also examine resources that might be brought to bear in the response. Included will be an assessment of current SOCRRA-RRRASOC and member community refuse/recycling collection and processing contracts to determine if they have the resources and if contracts are conducive to federal reimbursement guidelines. Tetra Tech will also review member community public works resources and the Oakland County disaster debris management plan to evaluate the county's and member community's existing capacity for debris management operations. Resources lists of equipment will be included with each jurisdiction specific appendix to the DDMP.

Tetra Tech will include in the plan guidance regarding staging areas, residential drop off sites, and curbside collection options for disaster debris collection as well as considerations for debris monitoring activities. The DDMP will seek to use existing, permitted solid waste and recycling processing and disposal facilities and will plan for use of Debris Management Sites (DMS), as necessary to temporarily store and reduce debris before it is recycled or removed for disposal. The DDMP will identify suitable locations for TDMS as identified by local agency staff and County Environmental Health staff, within each member community. Information will also be included regarding review of any Michigan emergency waiver of solid waste facility

standard regulations to facilitate TDMS operations. A model design for TDMS operations will also be included showing traffic flow, monitoring operations, materials storage and reduction. A set-up checklist, health and safety requirements, environmental considerations and relevant regulations will also be included in the DDMP.

The DDMP will discuss how existing collection/disposal services, pre-qualified contractor services and mutual aid services might be integrated in an organized response to a debris generating incident. The DDMP will also cover specialized debris operations and requirements such as private property debris removal, hazardous limbs, dangerous trees and stumps, contaminated debris, electronic waste (e-waste), white goods, vehicles, and masonry.

Public information will also be discussed in the DDMP with sample messages provided that can be tailored based on the phase of the debris operation. Public information will discuss the importance of residential separation of debris, the use of residential drop off sites, TDMS, the status of operations, and the use of social media to inform the public and dispel rumors.

D. Debris Reduction, Recycling & Disposal

The DDMP will utilize a debris reduction, recycling, and disposal strategy that identifies and plans to use materials management facilities and landfills within Oakland County, as well as sites within a 100-mile radius of the SOCRRA-RRRASOC service area. The plan will also identify procedures and facilities that will support maximum diversion of debris material before landfilling with documentation of diverted materials and either weights or cubic yardage estimates. Since donated goods can often become a disposal issue following a disaster, the DDMP will touch on donations management and who will have responsibility for managing donations following a disaster in the county.

Guidance for the procurement of contractors will be included in the DDMP including a checklist to aid jurisdictions in qualifying potential contractors in accordance with the Code of Federal Regulations. A scope of work for debris hauler services and an example of standard contract format will also be included. Resources to connect with potential debris service contractors will also be provided in the DDMP.

The DDMP will also provide tools to aid in tracking disposal and diversion of debris. Record templates will be developed using existing FEMA and State of Michigan guidelines or current/approved formats provided by both agencies. The documentation will track debris from origin to final destination as is required for debris monitoring for each member community.

TASK 4: DRAFT PLAN REVIEW AND FINALIZATION

Following completion of the draft DDMP, the draft DDMP will be circulated for review to SOCRRA-RRRASOC member communities including their first responder agencies for review and comment not later than the fifth month of development. An online plan review meeting will be conducted to review the DDMP and solicit feedback. The final month (Month 6) will be used for SOCRRA-RRRASOC/DDPT review and submission to Michigan State Police for their staff review and approval. *(Please note: Since elimination of the debris plan increased match incentive, FEMA no longer reviews DDMPs, but the DDMP will be developed to meet the requirements FEMA had outlined as part of the Alternate Procedures Pilot Program for Debris Removal).* Plan finalization will include submission of the final plan with all required attachments to SOCRRA-RRRASOC.

TASK 5: TRAINING AND ORIENTATION

Following plan finalization, Tetra Tech will conduct an on-site one and a half hour presentation to the SOCRRA-RRRASOC Board of Directors. The presentation will provide a high level overview of the plan and the responsibilities of member communities, contractors, state and federal agencies.

During the same trip as the Board of Directors training, Tetra Tech will also provide an onsite half day training to SOCRRA-RRRASOC and member community staff who will be responsible for implementing the plan at the local and operational area Emergency Operations Centers. In addition, Tetra Tech will provide a recorded training module that may be used by member communities to train other staff.

5. Experience

The goal of a DDMP is to better prepare state and local governments to respond to and recover from a debris-generating event. DDMPs help communities restore public services and streamline public health and safety efforts in the aftermath of a disaster by outlining the coordination and debris removal management operations and integrating with the overall emergency management plan. DDMPs also provide the organizational structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event and outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event, and demobilization and closeout following completion of debris removal efforts.

As a leading provider of emergency management services, Tetra Tech knows what it takes to respond effectively and initiate recovery activities almost simultaneously while maintaining transparency for the public and elected officials. Our active involvement in response and recovery efforts enables us to develop realistic plans that can be effectively implemented during a response.

Tetra Tech has assisted communities with all phases of debris management planning and development, including:

- Vulnerability assessment
- Identification of management team organizational structure
- Working with leadership and stakeholders to establish and define roles and responsibilities
- Development of pre-event, immediate threat, response, and recovery checklists
- Development of public information programs for the various stages of response and recovery
- Debris estimation
- Analysis and identification of debris management sites (DMS)
- Development and evaluation of debris removal and disposal contracts

Tetra Tech can also accommodate communities with other customized solutions to help meet their disaster debris management goals. This operational area plan will also provide a DDMP template for individual municipalities to utilize in writing their own DDMPs. Tetra Tech has also developed and facilitated training programs and exercises to help communities become familiar with their DDMP and successfully implement the DDMP when needed.

For nearly 20 years, the staff at Tetra Tech have been leaders in the development of comprehensive disaster debris management plans. Our plans have shaped the industry and become templates used by other jurisdictions developing their own plans.

A representative sample of other jurisdictions that Tetra Tech staff have developed DDMPs for include those bulleted below. **Success stories for select projects are provided directly below the table and demonstrate our firm and staff's expertise in collaborating with multiple jurisdictions to develop comprehensive DDMPs that establish record keeping and data management protocols which maximize FEMA reimbursement in the aftermath of a disaster.**

• RecycleSmart (Central Contra Costa Solid Waste Authority, CA) DDMP	• City of Miami, FL DDMP
• Beaufort County, SC Disaster Debris Management Planning and Training	• Brazoria County, TX DDMP
• Broward County, FL Debris Management Center Operating Plan	• Broward County, FL Pre-event Comprehensive Temporary DMS Study
• Cabarrus County, NC DDMP	• City of Cape Coral, FL DDMP Revision
• Clark County, WA DDMP	• Collier County, FL DDMP
• Collin County, TX DDMP	• State of Connecticut Concept of Operation Plan
• Cumberland County, NC DDMP	• Currituck County, NC DDMP
• City of Daytona Beach, FL DDMP	• Cities of Duncanville, Cedar Hill, and Lancaster, Texas Regional DDMP Planning
• City of Edinburg, TX DDMP	• City of Grand Prairie, TX DDMP
• Gwinnett County, GA DDMP and Tabletop Exercise	• City of Hialeah, FL DDMP

- Houston-Galveston Area Council Disaster Debris Management Planning Activities
- Town of Longboat Key, FL DDMP
- City of City of Mansfield, Texas DDMP
- City of Mobile, AL DDMP
- Multnomah County, OR DDMP
- City of Norman, OK DDMP
- City of Lewisville, TX DDMP
- City of Livermore, CA DDMP
- Los Angeles County, CA Mass Debris Management Plan
- City of Miramar, FL DDMP
- Montgomery County, PA Debris Management Planning and Assessment
- New York-New Jersey-Connecticut-Pennsylvania Regional Catastrophic Planning Team Disaster Debris Management Planning
- Parker County, TX DDMP and Tabletop Exercise
- Sarasota County, FL Disaster Debris Management Training
- Polk County, FL DDMP
- City of Pensacola, FL DDMP
- San Diego County, CA DDMP
- City of Roseville, CA DDMP
- Snohomish County, WA DDMP
- City of Sarasota, FL DDMP
- Texas Tech University System, TX DDMP
- Seattle Public Utilities, WA DDMP
- Volusia County, FL DDMP
- Seminole County, FL DDMP and Temporary Debris Storage and Reduction Site Assessment
- City of Winter Springs, FL DDMP
- City of South Daytona, FL DDMP
- Washington D.C. DDMP
- City of Venice, FL Disaster Debris Management Planning Program

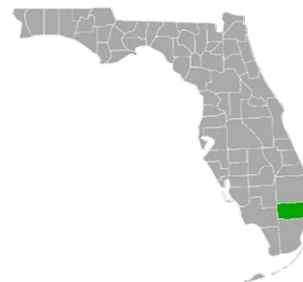
Central Contra Costa Solid Waste Authority (DBA RecycleSmart), CA DDMP:

Tetra Tech assisted RecycleSmart in developing a regional DDMP for the agency as well as individual DDMPs for its six member jurisdictions. The DDMPs provide



the organizational structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event. The project involved conducting a kickoff meeting with the project working group comprised of representatives from RecycleSmart, representatives from each of the jurisdictions participating in the project, and representatives from the contract solid waste hauler. Meetings were then conducted with each jurisdiction to gather specific information regarding roles, responsibilities, and resources they would have available to respond to a debris generating incident. Following the development of the seven draft plans by Tetra Tech, a meeting was held to get feedback from the working group to aid in finalizing the plan. After plan finalization the plan was submitted to the State and FEMA for approval. An orientation meeting was conducted with plan stakeholders to familiarize them with their plans.

Broward County, FL Pre-Event DDMP: Tetra Tech worked closely with Broward County to support their debris management planning efforts. The first phase of planning was to complete a thorough review and update of the County’s DDMP. The initial revision focused on updating the plan to meet the Federal Emergency Management Agency (FEMA) Pilot Program requirements for a DDMP as well as multi-jurisdictional coordination efforts. Our team worked with the County to identify potential pitfalls and benefits to multi-jurisdictional use of County temporary debris management sites (TDMS). *As a result, the revised County DDMP established record keeping and data management protocols to maximize FEMA reimbursement following a disaster.*



Our team has also assisted the County with **identify and evaluating TDMS locations**. The goal of the project was to provide Broward County with a database of qualified DMS locations and the tools needed to efficiently activate the sites in the event of debris-generating disaster. Our team evaluated potential sites against a TDMS evaluation matrix, incorporating a set of criteria created from stakeholder input. Our personnel then visited the 30 most promising sites and completed a site assessment forms for each. The team also **conducted a high-level evaluation of available final disposal and recycling capacity** for construction and demolition (C&D) and vegetative debris in the South Florida region. As part of the evaluation, our firm contacted 25 permitted solid waste management facilities/agencies/entities to determine their ability to accept hurricane-generated debris and the volumes they are capable of accepting.

Most recently, our team assisted the County in developing a Debris Management Center (DMC) Operating Plan inclusive of Standard Operating Procedures (SOP) for County staff. The DMC Operating Plan was developed to be a turn-key document for activating and operating the County DMC. The DMC has primary responsibility for all debris removal operations following a disaster event.

Sarasota County, FL Recent Disaster Debris Management Staff Training: Tetra Tech assisted Sarasota County in the development and conduct of disaster preparedness training for four of the County's post-event operational areas. Tetra Tech **developed training sessions in the functional areas of *Planning, Operations, Continuity of Operations, and Public Relations***, to help staff understand their roles and responsibilities in the event of a large-scale debris generating incident in the County. *Each training session was designed to last approximately four hours. The training sessions were designed to incorporate industry standards and best practices based on the most recent disaster debris operations.*



Topics for the **Planning** functional area included:

- Debris Management Site (DMS) selection
- Estimating debris quantities
- Windshield surveys
- Routes for surveys
- New guidance from FEMA
- Right of entry procedures

Topics for the **Operations** functional area included:

- DMS preapproval process
- DMS activation process
- DMS setup requirements
- Environmental testing
- Mitigating for wetlands
- Public drop site considerations
- Documentation requirements for DMS and public drop sites
- Responsibilities of contractors

Topics for the **Continuity of Operations** functional area included:

- Continuity of operations plan activation
- Continuance of solid waste mission essential functions
- Succession of leadership protocols
- Operational disruptions and strategies for dealing with them
- Internal communications protocols
- Communicating to the public regarding operational status

Topics for the **Public Relations** functional area included:

- Public information messages
- Call center organization
- Coordination with the monitoring firm for public relations tasks
- Use of Access Sarasota
- Social media use
- Contacting and collaborating with the local media

6. Examples of Work

In the Appendix, Tetra Tech has provided representative samples of our experience and accomplishments in performing services that will be similar in scope, complexity, and magnitude to the proposed scope of work. ***Additional information can be made available upon request.*** Proposed Project Manager, Brian Rutherford, served in a key project management capacity on several of these notable DDMP projects, including:

1. Disaster Debris Management Plan Cities of Bedford, Colleyville, Euless, Grapevine, and Hearst, Texas
2. Disaster Debris Management Plan | City of Livermore, California
3. Metropolitan Boston Homeland Security Region Disaster Debris Management Program | Boston, Massachusetts

Samples of work have been provided in the Appendix.

7. References



Disaster Debris Management Plan

Cities of Bedford, Colleyville, Euless, Grapevine, and Hearst, Texas

Tetra Tech coordinated with the cities of Bedford, Colleyville, Euless, Grapevine, and Hearst, Texas to develop Disaster Debris Management Plans (DDMPs). Tetra Tech worked with the debris management planning team (DMPT) to **develop a DDMP for each city** in accordance with State and Federal guidelines.

Tetra Tech also worked with each of the cities to **identify and assess debris management sites (DMS)** for the staging and reduction of debris, **develop a request for proposals** that could be used to procure debris hauling services, and **conducted training** to familiarize staff with the plan.

In addition, a tabletop exercise was conducted with representatives from each of the jurisdictions as well as County and State representatives. The scenario involved tornadoes that affect each of the jurisdictions and provided the participants to talk through plan activation, coordination of resources, contractor procurement, public information strategies, as well as strategies for clearing, collecting, recycling and disposal of debris. An after-action report and improvement plan was developed that summarized the findings from the exercise and provided recommendations and corrective actions for further improvement of capabilities for effectively managing a disaster resulting in large amounts of debris.

CLIENTS

Cities of Bedford, Colleyville, Euless, Grapevine, and Hearst, Texas

LOCATION

Texas

DURATION

February 2018 – March 2019

PROJECT HIGHLIGHTS

- Developed individual DDMPs for six cities
- Identified and assessed debris management staging sites
- Conducted staff training
- Developed predisaster request for proposals

PROJECT COST

\$124,208.00

REFERENCE

Suzanne Hendrickson, Emergency Management Coordinator
Euless Police Department
817-685-3144 (office)
shendrickson@eulessstx.gov

Proposed Project Manager, Brian Rutherford, served as Project Manager/Lead Planner for this project.



Disaster Debris Management Plan

City of Livermore, California

Tetra Tech assisted the City of Livermore with the development of a disaster debris management plan (DDMP). The purpose of the DDMP was to provide the organizational structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event.

The project involved conducting a kickoff meeting with City of Livermore department representatives as well as representatives from other agencies with a role in response to a debris generating incident in the City, to introduce them to the project and provide an overview of debris management planning. Tetra Tech collected information from the City regarding existing plans, procedures and resources to ensure the DDMP being developed for the City would be in sync with existing plans and policies. A meeting was then conducted with department and agency representatives to gather specific information regarding roles, responsibilities, and resources they would have available to respond to a debris-generating incident. Meeting participants also discussed the elements for development of a request for proposals for debris hauler services. Tetra Tech then developed a draft plan based on the information learned in the working group meetings as well as state and federal guidance and public assistance policies. A meeting was conducted with the departmental and agency representatives to get feedback to aid in finalizing the plan. After plan finalization, the plan was submitted for State and FEMA review and acceptance.

CLIENT

City of Livermore

LOCATION

California

DURATION

October 2018 – March 2019

PROJECT COST

\$64,055.00

REFERENCE

Judy Erlandson, Public Works Manager

925-960-8002

jaerlandson@cityoflivermore.net

*Proposed Project Manager,
Brian Rutherford, served as Project
Manager/Lead Planner for this project.*



Metropolitan Boston Homeland Security Region Disaster Debris Management Program

Boston, Massachusetts

In November of 2017, the Metropolitan Boston Homeland Security Region (MBHSR) contracted with Tetra Tech to develop a Disaster Debris Management Plan (DDMP) for the nine-member jurisdictions. Over the course of the DDMP project, **Tetra Tech planners facilitated plenary sessions** where all MBHSR representatives participated as well as meetings with the jurisdictions individually to learn about how each operated and the unique challenges each would be required to overcome in a major debris-generating event.

Throughout the planning process, Tetra Tech worked closely with MBHSR points of contact and the individual jurisdictions to **facilitate meetings, obtain information, and develop draft plans, resource lists, and job action sheets**. Tetra Tech also developed two model requests for proposal (RFP) documents. One RFP was to contract with debris haulers, the other was to contract with debris monitoring firms. In addition, Tetra Tech **conducted an executive level meeting** to provide a high level overview of debris management concepts and considerations to City of Boston department leaders.

The MBHSR contract also involved the development and delivery of nine tabletop exercises (TTXs), one for each of the member jurisdictions. Each exercise consisted of a plan review session and then a discussion related to how the participants would handle various debris-generating scenarios. After-action reports and improvement plans were developed for each jurisdiction to capture lessons learned from the exercises and to identify strengths and corrective actions so jurisdictions could continue to improve their readiness to a debris generating disaster.

Tetra Tech project personnel were flexible in meeting the needs of the region, changing schedules to accommodate each individual meeting or jurisdiction as necessary. **As a result of our excellent working relationship and the expertise of Tetra Tech’s planning team, the MBHSR requested that the firm perform debris management site surveys for the region.** Tetra Tech performed site assessments for the region in 2019 and developed a detailed report including environmental considerations, potential layout of each site, and potential uses for each site.

CLIENT

City of Boston for the Metropolitan Boston Homeland Security Region Office of Emergency Management

LOCATION

Massachusetts

DURATION

November 2017 – December 2019

PROJECT HIGHLIGHTS

- Facilitated plenary sessions with client and jurisdiction staff
- Developed two model requests for proposals
- Conducted an executive-level meeting

PROJECT COST

\$360,000

REFERENCE

Sarah Eig, Program Manager, Emergency Management
City of Boston
617-635-3120 (Direct)



Price Proposal for
**Development of a Multi-Jurisdiction
Disaster Debris Management Plan (DDMP)**
Oakland County, Michigan

Electronic | February 2023

Project Cost Proposal

Tetra Tech will perform the project on a time and materials basis with an initial not-to-exceed amount of **\$99,845.05**. The proposed budget is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the SOCRRA-RRRASOC and Tetra Tech. The fee for services under this task order will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus non-laboe expenses. Exhibit 1 shows the estimated cost breakdown by task and outlines the anticipated staff positions and level of effort for these services.

Exhibit 1: Estimated Cost Breakdown by Project Task

Staff Category		Contract Rate	Task 1: Project Initiation	Task 2: Data Gathering	Task 3: Draft DDMP Development	Task 4: Plan Review & Finalization	Task 5: Training & Orientation	Total
Brian Rutherford	Project Manager/ Lead Planner	\$140.00	40	32	120	48	80	\$44,800.00
Brian Remyey	Planner	\$100.00		8	40			\$4,800.00
Katelyn Tisch	Planner	\$95.00		8	40			\$4,560.00
Ralph Natale	SME Debris Management	\$275.00			4			\$1,100.00
Jeff Dickerson	SME Logistics	\$225.00			4		8	\$2,700.00
Adam Karl	GIS Analyst	\$80.00		20	20			\$3,200.00
Cortney Thekan	Editor	\$100.00	4		16	8	8	\$3,600.00
Tommy Webster	SME Debris Management	\$175.00			8			\$1,400.00
Eric Anderson	SME Solid Waste	\$225.00	4	16	16	8		\$10,800.00
Jennifer Bowyer	SME Solid Waste	\$275.00	4	16	16	8		\$13,200.00
Jenn Lenart	GIS/Hazus Analyst	\$105.00		20	20			\$4,200.00
Lito Valdivia	Financial Management	\$100.00	8					\$800.00
	Estimated Travel Expenses							\$4,685.05
Estimated Total								\$99,845.05

This proposal is valid for 60 days from the date of the proposal. To the extent the proposed scope and budget do not meet the SOCRRA-RRRASOC's needs; Tetra Tech would be willing to negotiate a revised scope and budget.

Project Assumptions and Constraints

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Project Sponsor.** SOCRRA-RRRASOC will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials/Plans.** Documentation that is deemed pertinent to the critical operations of the agency should be made available to Tetra Tech for review, upon request, in electronic format.
- **Proposed Schedule.** Tetra Tech will work with SOCRRA-RRRASOC to determine if the project timeline is appropriate given SOCRRA-RRRASOC's priorities and operational considerations. Tetra Tech anticipates a period of performance of approximately 10 months.
- **Meetings and Site Visits:** Meetings will not be scheduled prior to 8:00 a.m. or after 5:00 p.m. Eastern Daylight Time. Meetings and site visits will not be scheduled for the day immediately before or after a holiday weekend.
- **Deliverables.** Tetra Tech agrees to provide electronic copies of the interim draft deliverables throughout the planning process. Final deliverables will be provided electronically in Microsoft Word and Adobe PDF.
- **Acceptance of Deliverables.** Deliverables will be submitted to SOCRRA-RRRASOC in draft format. SOCRRA-RRRASOC will provide comments and revisions within 10 business days to meet the period of performance timeframe. Upon incorporation of revisions to the draft deliverables and one final resubmission to the City, the deliverables will be considered accepted. In total SOCRRA-RRRASOC will receive two drafts and one final version of the DDMP.
- **Payment Plan Based on Deliverables.** The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus non-labor expenses. SOCRRA-RRRASOC will be invoiced monthly. Upon incorporation of comments and edits to the draft deliverables and resubmission to the City, such deliverables will be considered accepted, and payment will be due. Invoice payment terms will net 30.
- **Proposal.** This proposal is based on Tetra Tech's current understanding of the project. Revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by SOCRRA-RRRASOC. The final approved proposal will be part of the awarded Contract by reference or incorporated as an exhibit.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this the _____ day of _____, 2023, by and between the **Southeastern Oakland County Resource Recovery Authority (SOCRRA)**, located at _____ (hereinafter referred to as ("Client" or "SOCRRA") and **TETRA TECH, INC.** (hereinafter referred to as ("Contractor" or "Tetra Tech"), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, SOCRRA and the Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC) issued a Request for Proposals for Development of a Multi-Jurisdiction Disaster Debris Management Plan (DDMP), attached hereto as **Exhibit A**;

WHEREAS, Contractor has provided RRRASOC and SOCRRA with a proposal including a scope of work and cost estimate, attached hereto as **Exhibit B and Exhibit C**, for these services;

WHEREAS, RRRASOC and SOCRRA have reviewed Contractor's proposal, and jointly desire to engage Tetra Tech for the Development of a Multi-Jurisdiction Disaster Debris Management Plan (DDMP) and to share the costs of these services;

WHEREAS, Client wishes to enter into a contractual agreement with Contractor to provide Disaster Debris Management Planning (DDMP) services;

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform the services described in **Exhibit B**.
2. **Term:** This Agreement shall be effective as of the date first above written (the "Effective Date") and shall continue in full force through July 31, 2024 unless extended by written agreement signed by both parties.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.
6. **Uncontrollable Forces:** Neither Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate

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Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:**

Initial Not-to-Exceed Amount: **\$48,924.07**

*The above not-to-exceed amount corresponds to 49% of the total project cost of \$99,845.05 as set forth in **Exhibit C**. The remaining 51% of the total project cost is to be paid by RRRASOC under a separate agreement.

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates plus all project related non-labor expenses reimbursed to Contractor as set forth in **Exhibit C**.

Payment terms are net thirty (30) days. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice disputes. Contractor and Client will work in good faith to resolve any such disputes within ten (10) days after notification. Should a dispute result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

All invoices shall be emailed to _____

Payment shall be made to and delivered to:

Tetra Tech, Inc.
PO Box 911642
Denver, CO 80291-1642

8. **Indemnity:** Contractor shall save harmless Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from a negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless Client from all expenses, including attorney fees which might be incurred by Client in litigation or otherwise resisting said claims or liabilities which might be imposed on Client as result of such activities by the Contractor, his agents, or employees.

9. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

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Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC) shall be named as additional insured. The Certificate holder shall be: **Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC)**, 20000 W. 8 Mile Rd., Southfield, MI 48075.

10. **Federal Provisions:** In performance of the services, Contractor will comply, as applicable, with the federal regulatory requirements described in **Exhibit D**.
11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed ten thousand dollars (U.S. \$10,000).
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon five (5) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination. Such cost shall be based on percentage of work complete. If either party defaults in its obligations hereunder, the non-defaulting party, after giving five (5) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement either party may pursue litigation after notifying the other party of their intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

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19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

CLIENT:

Attn: Jeff McKeen
Southeastern Oakland County Resource Recovery
Authority (SOCRRA)
Address:

Office: 248.288.5150
Email: jmckeen@socwa.org

CONTRACTOR:

Attn: Betty Kamara, Senior Contracts Administrator
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
Mobile: (407) 803-2551

TDR.Contracts@tetrattech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Michigan. The venue for any and all legal action necessary to enforce the Agreement shall be Oakland County, Michigan.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment from Client. Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by either Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the

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parties hereto.

27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of Client.
31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

(Remainder of page left intentionally blank)

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IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
TETRA TECH, INC.

CLIENT:
Southeastern Oakland County Resource Recovery Authority (SOCRRA)

By: Jonathan Burgiel
Title: Business Unit President

By:
Title:

ATTEST:

ATTEST:

Kayla Lemaire, Contract Administrator I

ADDITIONAL ACKNOWLEDGMENT:
Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC)

By:
Title:

ATTACHMENTS:

- EXHIBIT A: RRRASOC-SOCRRA REQUEST FOR PROPOSALS
- EXHIBIT B: SCOPE OF SERVICES
- EXHIBIT C: FEE FOR SERVICES
- EXHIBIT D: FEDERAL PROVISIONS

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EXHIBIT A

RRRASOC-SOCRRA Request for Proposals

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EXHIBIT B

SCOPE OF SERVICES

CONTRACTOR'S PROPOSAL ATTACHED HERETO

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EXHIBIT C

FEE FOR SERVICES

CONTRACTOR'S PRICE PROPOSAL ATTACHED HERETO

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**EXHIBIT D
FEDERAL PROVISIONS**

**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of

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the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either

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pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is

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responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to

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- the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Breach.*

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. *Certification of eligibility.*

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure,

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of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
 - (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
 - (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.
- (d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
 - (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
 - (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the

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contractor a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (I), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding

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undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a

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preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

CONTRACTOR
Tetra Tech, Inc.

CLIENT
Southeastern Oakland County Resource
Recovery Authority (SOCRRA)

2301 Lucien Way, Suite 120
Maitland, FL 32751

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in

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addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00. ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at

PROFESSIONAL SERVICES AGREEMENT

<http://www.epa.gov/cpg/products.htm>.

- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

PROFESSIONAL SERVICES AGREEMENT

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

PROFESSIONAL SERVICES AGREEMENT

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROFESSIONAL SERVICES AGREEMENT

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor, Tetra Tech, Inc., certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROFESSIONAL SERVICES AGREEMENT

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive

PROFESSIONAL SERVICES AGREEMENT

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROFESSIONAL SERVICES AGREEMENT

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

September 8, 2023

Board of Trustees
SOCRRA

Subject: Grant Agreement - Glacier Robotics

Board Members:

Attached please find a proposed agreement with Glacier Robotics for the installation of a sorting robot at the MRF. We are still working with Glacier and Mr. Davis to develop a final agreement that is acceptable to all parties. I am recommending that the Board approve the grant agreement with Glacier Robotics subject to the development of a final agreement that is acceptable to SOCRRA, Mr. Davis and Glacier.

We have been working with Glacier for about two years on this project. Glacier received a grant from EGLE to install a robot at our MRF and a robot at RRRASOC's MRF. Our current plan is to have the Glacier robot sort PET (water bottles) downstream of the AMP robot. RRRASOC will be installing a Glacier robot to recover recyclable materials from their residue line. This line transports all materials that were not recoverable by RRRASOC's MRF for disposal. SOCRRA will be installing power and internet connections for the robot and making some minor modifications to the MRF to support the robot after we have received the final design from Glacier. It should take approximately six months for the robot to be installed after the completion of the various agreements, which probably means an in-service date of early 2024.

We have received grant funding from a variety of sources for this project. I have attached a draft flow of funds for this project. These numbers are preliminary and will be updated as the various grant agreements are completed. We estimate that SOCRRA will spend about \$45,500 for MRF modifications and labor costs for our mechanics. This project has been included in our Capital Improvement Plan for 2023/24. The Glacier Agreement also calls for us to pay a Software Analytics Subscription Fee. This fee will be paid from an existing grant that we have received from The Recycling Partnership for this purpose.

Glacier and EGLE finally executed a grant agreement in August. I did not want to complete our agreement with Glacier until after the EGLE agreement was completed in order to make sure that our agreement is consistent with the EGLE agreement.

I am recommending that the Board approve the Grant Agreement with Glacier Robotics subject to the development of a final agreement that is acceptable to SOCRRA, Mr. Davis and Glacier, and that the Board authorize the General Manager to execute the Grant Agreement.

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Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: “That the Board approve the Grant Agreement with Glacier Robotics subject to the development of a final agreement that is acceptable to SOCRRA, Mr. Davis and Glacier, and that the Board authorizes the General Manager to execute the Grant Agreement.”

	FUNDS IN		FUNDS OUT	EGLE Grant	Glacier	TRP Grant	FPI Grant	Carton Council Grant	LTU Grant	RRRASOC	SOCRRA	TOTAL	variance
EGLE Grant	\$367,000	Glacier robots	\$330,000	\$250,000	\$50,000		\$30,000					\$330,000	\$0
TRP Grant	\$125,000	Retrofits SOCRRA	\$80,000			\$40,000					\$40,000	\$80,000	\$0
Carton Council Grant	\$30,000	Retrofits RRRASOC	\$22,000							\$22,000		\$22,000	\$0
FPI Grant	\$30,000	Licenses	\$120,000	\$5,000		\$85,000		\$30,000				\$120,000	\$0
LTU Grant	\$10,000	Robot Shipping	\$12,000	\$12,000								\$12,000	\$0
RRRASOC Maintenance Labor	\$10,900	Robot Installation	\$12,000		\$12,000							\$12,000	\$0
SOCRRA Maintenance Labor	\$5,500	LTU Development	\$90,000	\$70,000	\$10,000				\$10,000			\$90,000	\$0
Glacier	\$95,400	Service Plans	\$23,400		\$23,400							\$23,400	\$0
RRRASOC Retrofits	\$22,000	Cameras	\$30,000	\$30,000								\$30,000	\$0
SOCRRA Retrofits	\$40,000	RRRASOC Maintenance Labor	\$10,900							\$10,900		\$10,900	\$0
	\$735,800	SOCRRA Maintenance Labor	\$5,500								\$5,500	\$5,500	\$0
			\$735,800	\$367,000	\$95,400	\$125,000	\$30,000	\$30,000	\$10,000	\$32,900	\$45,500	\$735,800	\$0
											\$735,800		

Glacier Technology, Inc.

Product Order Form

Contacts

Customer:

Company name: Southeastern Oakland County Resource Recovery Authority
Contact name: Jeff McKeen
Address: 995 Coolidge Hwy, Troy, MI 48084
Email: jmckeen@socwa.org

Glacier:

Glacier Technology, Inc.
Contact name: Rebecca Hu
Address: 363 Clementina St, San Francisco, CA 94103
Email: rebecca@endwaste.io

Products:

Core Products:

Qty	Description
1	<u>Robotic Hardware:</u> Glacier shall provide one of Glacier’s custom-designed robotic systems (“Robotic Hardware”) for the Learning Term (as defined below), subject to the Hardware Purchase Terms set forth below. The Robotic Hardware includes all materials, documentation and consumables necessary to operate the Robotic Hardware, including software embedded on the Robotic Hardware, in the form such software is provided by Glacier to Customer.
1	<u>Scanner Hardware:</u> Glacier shall provide one of Glacier’s AI camera systems (“Scanner Hardware”) for the Learning Term, subject to the Hardware Purchase Terms set forth below. Scanner Hardware includes all materials, documentation, and consumables necessary to operate the Scanner Hardware, including any such software embedded on the Scanner Hardware, in the form such software is provided by Glacier to Customer.
4	<u>Software Analytics Subscription:</u> Glacier shall provide access to data collected by Glacier’s Robotic Hardware and Scanner Hardware (“Software Analytics”) for the duration of the Robotic Hardware / Scanner Hardware Learning Term and Robotic Hardware / Scanner Hardware Subscription Term, as applicable.

Robotic Hardware will pick the following target items:

- Clear PET bottles

Software Analytics Subscriptions will return data on the following target items:

- Clear PET bottles
- UBCs
- HDPE Natural containers
- HDPE Color containers

Implementation Assistance:

Glacier will provide the following implementation assistance to Customer:

- Installing Robotic and Scanner Hardware
- Providing materials, documentation, training, and consumables necessary to operate the Robotic and Scanner Hardware

Support: The following goods and services are provided as part of Glacier’s Robot Service Plan:

- Customer support and troubleshooting during Glacier’s normal business hours. Support Services shall be capped at a total of ten (10) hours of remote customer support and two (2) onsite support visits per month.
- Consumables on an as-needed basis, as determined by Glacier

Customer's Obligations: Customer acknowledges that failure to provide the necessary site preparations will delay or prevent Robot Hardware and Scanner Hardware from operating as intended. Customer agrees to provide the following to ensure proper operation of the Robot Hardware and Scanner Hardware.

- Performance at or above Glacier's specifications at the robot installation site:
 - Electricity: 2.4 kW / 208-240V / 30A
 - Compressed air: 90psi, 60cfm
 - Internet: Cat5 ethernet with port forwarding for external SSH access at 20 mbps upload and 20 mbps download speed
 - Belt speed: < 3 ft/sec
- Completion of facility modifications at Customer's expense prior to installation, as determined with Glacier
- Appropriate material presentation to the Recycling Robot to ensure optimal performance. Material must meet the following criteria to be considered a target item:
 - Item has an available gripping surface area of at least 3 inches in diameter
 - More than 80% of item is not covered by overlapping material
 - Item weight is less than 2 lbs
 - Item dimensions are less than 12 inches wide in any direction, and less than 8 inches from the belt surface
 - Item is stationary on the belt
 - Item is sufficiently dry to be gripped
- Other incidental costs (e.g., site modifications, utilities)
- Routine maintenance and assistance with troubleshooting and repairs of the Recycling Robot

Hardware Purchase:
 During the Learning Term, ownership of Robotic and/or Scanner Hardware remains with Glacier. Upon a Successful Performance Evaluation (as defined below) for any given Robotic and/or Scanner Hardware, Customer shall purchase such Hardware for the Purchase Fee in accordance with the Hardware Purchase Terms in the Agreement below (such date, the "Purchase Date").

Fees:

Implementation Fees:

- Robot Hardware: \$50,000, payable on the Effective Date. Amount to be covered by Glacier discounts and/or third party grants directly to Glacier.
- Scanner Hardware: \$15,000, payable on the Effective Date. Amount to be covered by Glacier discounts and/or third-party grants directly to Glacier.
- Shipping: \$6,000, payable on the Effective Date. Amount to be covered by Glacier discounts and/or third-party grants directly to Glacier.

Purchase Fees:

- *Robotic Hardware:*
 - \$75,000, \$15,000 payable on the date the Base Robot Success Metric is achieved. Remainder (\$60,000) covered by Glacier discounts and/or third-party grants directly to Glacier;

Successful Performance Evaluation:

Robotic Hardware:

Base success metric: Deployment will have met the base success metric when the Robot Hardware achieves an average of ≥ 25 successful picks* per minute in a trial test**

Bonus success metric: Deployment will have met the bonus success metric when the Robot Hardware achieves an average of ≥ 30 successful picks* per minute in a trial test**

* A trial test is defined as a 3 minute period where target items are placed on an empty belt at the rate of at least 3 items per second.

** A "successful pick" is defined as target items that are successfully identified by the Recycling Robot and moved to the desired location.

<p><i>Software Analytics Subscription Fees:</i> \$60,000 total per 12-month period, payable during the Subscription Term.</p> <ul style="list-style-type: none"> • \$18,000 annually per user license for the standalone scanner * 2 licenses (Customer and The Recycling Partnership) • \$12,000 annually per user license for the robot-attached scanner * 2 licenses (Customer and The Recycling Partnership) <p><i>Robot Service Plan Fees:</i> Payable during the Subscription Term. First six months covered by Glacier discounts and/or third party grants directly to Glacier and not payable by Customer.</p> <ul style="list-style-type: none"> • \$1,500 per month when Customer operates <40 average sorting hours per week • \$2,400 per month when Customer operates ≥40 average sorting hours per week 	<p><i>Scanner Hardware:</i> An average performance of at least 80%, evaluated by F1 score, validated by Glacier against a test data set</p>
<p><u>Order Form Term:</u> Effective as of the Effective Date and terminating on the latest to expire of the Learning Term(s) or Subscription Term(s).</p> <p>Each core Product described above shall have a Learning Term and, if a Successful Performance Evaluation is met, a Subscription Term. For clarity, the Learning Terms for each core Product are independent for (i) each Product and (ii) each unit of a purchased Product.</p> <p><i>Learning Term:</i> Twelve (12) months, beginning on the date each Robotic Hardware or Scanner Hardware is installed in Customer’s facility (“Installation Date”), and subject to early termination in the event of a Successful Performance Evaluation.</p> <p><i>Subscription Term:</i> Twelve (12) months, beginning on the date of a Successful Performance Evaluation, and automatically renewing for subsequent twelve (12) month periods unless either party provides ninety (90) days’ prior written notice. The Subscription Term for each product is independent of the Subscription Term for any other product. For example, Customer may elect to terminate one Software Analytics Subscription while continuing all other Software Analytics Subscriptions.</p>	

Agreement

This agreement (“Agreement”) is entered into as of August 24, 2023 (the “Effective Date”) between Glacier Technology, Inc. (“Glacier”), and the customer listed above (“Customer”). This Agreement includes and incorporates (i) the above Order Form, (ii) any Order Forms previously or subsequently entered into by the parties, and (iii) Glacier’s standard Enterprise Terms, which are attached hereto, and all of which are in each case hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Glacier Technology, Inc.:

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Glacier Technology, Inc.

Enterprise Terms

PLEASE READ THESE ENTERPRISE TERMS (“TERMS”) CAREFULLY BEFORE USING THE PRODUCTS OFFERED BY GLACIER TECHNOLOGY, INC. (“GLACIER”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH GLACIER WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU (“CUSTOMER”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA GLACIER’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY GLACIER SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

- 1. Order Forms; Access to the Product.** Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Glacier grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Glacier product(s) and/or service(s) specified in such Order Form (collectively, the “Product,” or “Products”) during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Glacier’s applicable official user documentation for such Product (the “Documentation”).
- 2. Implementation.** Upon payment of any applicable fees set forth in each Order Form, Glacier agrees to use reasonable commercial efforts to provide standard implementation assistance for the Product only if and to the extent such assistance is set forth on such Order Form (“Implementation Assistance”). If Glacier provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Glacier otherwise provides additional services beyond those agreed in an Order Form, Customer will pay Glacier at its then-current hourly rates for consultation.
- 3. Support; Service Levels.** Subject to Customer’s payment of all applicable fees, Glacier will provide support, maintenance, and uptime for each Product in accordance with the support services listed on the applicable Order Form (if any).
- 4. Product Updates.** From time to time, Glacier may provide upgrades, patches, enhancements, or fixes for the Products to its customers generally without additional charge (“Updates”), and such Updates will become part of the Products and subject to this Agreement; provided that Glacier shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Glacier may make improvements and modifications to the Products at any time in its sole discretion; provided that Glacier shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.
- 5. Ownership; Feedback.** As between the parties, Glacier retains all right, title, and interest in and to the Products, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Glacier for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the “Products” and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Glacier with respect to the Product (“Feedback”). Glacier acknowledges and agrees that all Feedback is provided “AS IS” and without warranty of any kind. Notwithstanding anything else, Customer shall, and hereby does, grant to Glacier a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Glacier’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

6. Fees; Payment. Customer shall pay Glacier fees as set forth in each Order Form (“Fees”). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Product (excluding taxes based on Glacier’s net income). All Fees paid are non-refundable and are not subject to set-off.

7. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Product (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Product; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Product; (iv) use the Product for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Product or any portion thereof; (vi) use the Product to build an application or product that is competitive with any Glacier product or Product; (vii) interfere or attempt to interfere with the proper working of the Product or any activities conducted on the Product; (viii) bypass any measures Glacier may use to prevent or restrict access to the Product (or other accounts, computer systems or networks connected to the Product); (ix) disrupt the operation of any software embedded in the Product or (x) sell the data generated by the Product. Customer is responsible for all of Customer’s activity in connection with the Product, including but not limited to uploading Customer Data (as defined below) onto the Product. Customer (a) shall use the Product in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer’s use of the Product (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Product in a manner that violates any third party intellectual property, contractual or other proprietary rights.

8. Customer Data. For purposes of this Agreement, “Customer Data” shall mean any data, information or other material provided by Customer to the Product in the course of using the Product. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Glacier, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Glacier as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Glacier shall use commercially reasonable efforts to maintain the security and integrity of the Product and the Customer Data. Glacier is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Product unless such access is due to Glacier’s gross negligence or willful misconduct. Customer is responsible for the use of the Product by any person to whom Customer has given access to the Product, even if Customer did not authorize such use. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer’s account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Glacier may (i) use, modify and make available Customer Data for the purposes of (A) providing the Product to Customer and (B) generating Aggregated Data (as defined below) and Aggregated De-Identified Data (as defined below), and (ii) (A) freely use, retain and make available Aggregated Data for Glacier’s business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Glacier’s products and services), provided, however, that Glacier may never sell such Aggregated Data to a direct competitor of Customer and (B) freely use, retain and make available Aggregated De-Identified Data for Glacier’s business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Glacier’s products and services). “Aggregated Data” means data submitted to, collected by, or generated by Glacier in connection with Customer’s use of the Product, but only in aggregate form. “Aggregated De-Identified Data” means data submitted to, collected by, or generated by Glacier in connection with Customer’s use of the Product, but only in aggregate form that does not identify such Customer.

9. Third Party Integrations. Customer acknowledges and agrees that (i) the Product may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (e.g., other vendors of Customer) (“Third Party Integrations”), (ii) the availability and operation of the Product or certain portions thereof may be dependent on Glacier’s ability to access such Third Party Integrations, and (iii) Customer’s failure to provide adequate

access or any retraction of permissions relating to such Third Party Integrations may result in a suspension or interruption of the Product. Customer hereby represents and warrants that it has all rights, licenses, permissions and consents necessary to connect, use and access any Third Party Integrations that it integrates with the Product, and Customer shall indemnify, defend and hold harmless Glacier for all claims, damages and liabilities arising out of Customer's use of any Third Party Integrations in connection with or through the Product. Glacier cannot and does not guarantee that the Product shall incorporate (or continue to incorporate) any particular Third Party Integrations and does not make any representations or warranties with respect to Third Party Integrations. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Integrations (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

10. Hardware Terms. Glacier shall deliver to Customer any Hardware EXW (Incoterms 2020). If an Order Form includes hardware, then the following terms shall apply to such hardware ("Hardware"). Glacier will use commercially reasonable efforts to (a) ensure that the Hardware is provided to Customer in good condition and working order, and (b) provide a replacement for any such Hardware that is defective at the time of delivery, provided that Customer notifies Glacier of such defect within 10 days of receipt of the Hardware. Notwithstanding anything to the contrary, Glacier is not required to provide installation assistance in any areas that are deemed by Glacier to be hazardous or have exposure to hazardous materials. In such event, Glacier shall have the right to cease work in such environment or charge additional expenses incurred by Glacier or its approved installers as a result of the presence of hazardous materials. Glacier is not liable in the event of a failure of the Products arising from or related to installation and issues with Customer's premises. Risk of theft, damage or other loss of Hardware or any part of the same, passes to Customer upon installation of the Hardware (if Glacier or a Glacier approved installer handles the installation), or upon shipment (if Customer's preferred installer handles the installation). During the Order Form Term (or until Customer's payment obligations as outlined in the Order Form are completed and ownership of the Purchased Hardware (as defined below) is transferred), Customer will not sell, pledge or otherwise dispose of or encumber, or allow any lien to be attached to, the Hardware or remove the Hardware from the premises where originally installed. Customer agrees and acknowledges that title to the Hardware will not be affected by the merger or incorporation of the Hardware into the premises, equipment or hardware of another; nor will the Hardware become a fixture to the premises, equipment or hardware of another, nor will it lose its identity by reason of affixation or attachment to any real property. Customer will use its best efforts to treat the Hardware such that it will not be deemed a fixture under real property laws. Customer will not remove or obfuscate from the Hardware any legend or label attached to it, stating it to be the property of Glacier, and Customer will, upon the request of Glacier, execute any instruments (which may be publicly filed) evidencing Glacier's ownership of such Hardware, and to identify the Hardware as made available to Customer for its use only. At the end of the Order Form Term, Customer will return any Hardware that has not been fully purchased then in its possession (including any software loaded on such Hardware) to Glacier DDP (Incoterms 2020) in good condition, normal wear and tear excepted. Without limiting the foregoing obligation to return the Hardware or any other remedy, if the Customer does not return the Hardware in accordance with the terms of this Agreement, Glacier will be permitted to enter the Customer's premises during business hours to remove such Hardware.

11. Hardware Purchase Terms. For any Hardware that is purchased by Customer for which the purchase price is not paid entirely in advance, then on the Purchase Date applicable to such Hardware, Customer shall (and hereby does) grant to Glacier a security interest in the Hardware. CUSTOMER HEREBY GRANTS TO GLACIER A PURCHASE MONEY SECURITY INTEREST IN THE HARDWARE SOLD HEREUNDER TO SECURE PAYMENT OF THE PURCHASE FEES FOR SUCH PRODUCT AND HEREBY AUTHORIZES GLACIER OR ITS AGENTS TO FILE ONE OR MORE INITIAL FINANCING STATEMENTS, CONTINUATION STATEMENTS AND AMENDMENTS NAMING GLACIER AS SECURED PARTY, COMPANY AS DEBTOR. SUCH FINANCING STATEMENTS AND ANY CONTINUATIONS THEREOF MAY BE FILED IN ANY JURISDICTIONS SELECTED BY GLACIER. The security interest in the applicable Hardware shall terminate upon payment in full of the Purchase Fee in compliance with the terms hereunder.

12. Warranty. The Product is subject to Glacier's limited warranty policy, the terms of which are set forth in Exhibit A.

13. Term; Termination. This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Glacier may suspend or limit Customer's access to or use of the Product if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Product results in (or is reasonably likely to result in) damage to or material degradation of the Product which interferes with Glacier's ability to provide access to the Product to other customers; provided that in the case of subsection (ii): (a) Glacier shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Glacier shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Glacier shall reinstate Customer's use of or access to the Product, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, and Sections 5, 8, 14, 15 and 16. For clarity, any services provided by Glacier to Customer, including any assistance in exporting the Customer Data, shall be billable at Glacier's standard rates then in effect.

14. Indemnification. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) the Customer Data or Customer's use of the Product (in the case of Customer as Indemnitor), or (ii) the Product (in the case of Glacier as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Glacier do not apply with respect to the Product or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Glacier (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Glacier, (iv) combined with other products, processes or materials not provided by Glacier (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Product is not strictly in accordance herewith.

15. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

16. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO GLACIER HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

17. Miscellaneous. This Agreement (including all Order Forms) represents the entire agreement between Customer and Glacier with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Glacier with respect thereto. In the event of any conflict between these Terms and an Order Form, the Order Form shall control. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, any provision of this Agreement may be amended or waived only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Glacier may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

Exhibit A

Limited Warranty

The Hardware will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment (“Warranty Period”). Glacier’s sole obligation in the event that the Hardware fails to conform to this Limited Warranty is expressly limited to, at Glacier’s sole discretion, the repair or replacement of such defective Hardware or components thereof. Repair or replacement may be made with new or refurbished Hardware or components, at Glacier’s sole discretion. If the Hardware or a component incorporated therein is no longer available, Glacier may, at its sole discretion, replace the Hardware with a similar product of similar function. This is Customer’s sole and exclusive remedy for breach of this Limited Warranty. This Limited Warranty is only available if the Customer is in good standing. This Limited Warranty is not transferable. Any Hardware that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Hardware or replacement Hardware, or (b) the remaining Warranty Period. Before making a claim under this Limited Warranty, the Customer must (a) notify Glacier of the intention to make a claim by contacting Glacier at support@endwaste.io during the Warranty Period and providing a description of the alleged failure, and (b) comply with Glacier’s return shipping instructions. Glacier will have no warranty obligations with respect to returned Hardware if it determines, in its reasonable discretion after examination of the returned Hardware, that the Hardware is an Ineligible Hardware (defined below). This Limited Warranty does not cover Hardware that have been subject to: (a) modifications, alterations, tampering, or improper maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with the Agreement or other instructions provided by Glacier; (c) abuse or misuse of the Hardware; (d) events outside of Glacier’s control, including breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (e) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane (the foregoing (a) through (e), collectively, the “Ineligible Hardware”). This Limited Warranty does not apply to any good or service other than the Hardware, even if packaged or sold with the Hardware. This Limited Warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of the Customer’s legal rights, the Customer should refer to the laws applicable in its jurisdiction and may wish to contact a relevant advisory service.

October 7, 2022

Board of Trustees
SOCRRA

Subject: Extension of Agreement for MRF Sorting Staffing

Board Members:

In October of 2022, SOCRRA entered into a one-year agreement with the Center for Employment Opportunities, Inc. (CEO) to provide sorting staff for the MRF. CEO is an organization that provides employment opportunities for individuals recently released from incarceration. We have been very satisfied with the sorters provided by CEO, and we hired one of the sorters as a Mechanic. The agreement with CEO allows SOCRRA to directly hire CEO participants with no penalty and CEO agrees to facilitate any such employment transition.

Since Leadpoint continues to be unable to fully staff the MRF, we are proposing to continue to use the services of CEO to augment the staffing being provided by Leadpoint. We have also used the CEO crew to collect shredded plastic at the Compost Site. We continue to have a problem with plastic bags in the incoming yard waste that are shredded during the composting process and scattered throughout the site. We also plan on using additional CEO employees for the recycling improvement grant activities being conducted in Oak Park, Berkley and Troy.

The attached extension agreement was developed by CEO and has been reviewed by Mr. Davis.

I am recommending that the Board approve the attached Amendment to Agreement with CEO and authorize me to sign the agreement.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board approves the Amendment to Agreement between SOCRRA and the Center for Employment Opportunities and authorizes the General Manager to execute the Amendment."

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this “**Amendment**”) is made and entered into effective the 5 day of September, 2023 by and between Center for Employment Opportunities, Inc. (“**CEO**”), and SOCRRA (“**Counterparty**”).

RECITALS

WHEREAS, CEO and Counterparty entered into that certain Agreement dated effective September 5, 2022 (the “**Agreement**”), concerning the provision of a work crew.

WHEREAS, in accordance with Section O of the Agreement, the parties hereby amend such Agreement in accordance with the following terms:

1. Modification of Exhibit C. The parties agree to modify Exhibit C by removing all of Exhibit C and replacing such Section with the following language:

Counterparty shall pay CEO at the following rate: \$21.50/hr. for each participant and site supervisor.

Should Counterparty request overtime from the CEO crew, Counterparty shall pay CEO at one-and- one-half times the base hourly rate for an hourly rate of \$32.25

The estimated contract amount of this Agreement is \$344,000.00

CEO reserves the right to add to the amount charged hereunder and collect an amount equal to all applicable sales and use taxes unless the vendor is exempted for these taxes and provides the applicable exemption certificate or the service provided is for resale and the vendor provides a resale sales certificate

2. Modification of Term. The parties hereby agree to extend the Term of the Agreement beyond September 4, 2023. The new termination date shall be September 4, 2024.
3. Modification of Section F. The parties hereby agree that for the Counterparty, the Program Liaison will be Lucas Dean and/or their designee.
4. Modification of Section G. The parties hereby agree that notices to the Counterparty will go to:

SOCRRA
Attn: Lucas Dean, MRF Supervisor
3910 W. Webster
Royal Oak, MI 48073
Email: lucasd@socrra.org

5. Continuance of Agreement
 - a. Except as amended hereby, all provisions of the Agreement, shall remain in full force and effect and unchanged. If any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment shall control.

- b. This Amendment may be signed in two or more counterparts, all of which, when taken together, shall be deemed one instrument. Faxed, emailed, photocopied, e-signed, and scanned signatures will be considered valid as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CENTER FOR EMPLOYMENT
OPPORTUNITIES, INC.

SOCRRA

By: _____

By: _____

Name:
Title:
Date:

Name:
Title:
Date: