

REQUEST FOR PROPOSAL

RFP # 17-25

Compost Facility Operations and Management

City of Ann Arbor
Public Services



Due Date: September 1, 2017 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION.....	3
SECTION II: SCOPE OF SERVICES	9
SECTION III: MINIMUM INFORMATION REQUIRED.....	18
SECTION IV: ATTACHMENTS.....	22
SECTION V: APPENDICES.....	30

SECTION I - GENERAL INFORMATION

A. PURPOSE

The City of Ann Arbor is seeking the services of a firm to provide the labor, equipment and materials necessary to operate and maintain the City's Compost Facility, and to market finished compost and mulch materials. The Compost Facility is located at 4150 Platt Road in Pittsfield Township, Washtenaw County, Michigan.

The City is seeking these services for a period of five (5) years, with the City reserving the option to extend the contract term for up to two (2) additional five-year periods.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before Friday, August 18, 2017 at 10:00 a.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Christina Gomes, Solid Waste & Recycling Program Coordinator at cgomes@a2gov.org.

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer at cspencer@a2gov.org.

Should any prospective proposer be in doubt as to the true meaning of any portion of this RFP, or should the proposer find any ambiguity, inconsistency, or omission therein, the proposer shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the proposer's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

There will be a mandatory pre-proposal meeting at the Compost Facility on **Tuesday, August 15, 2017 at 1:30 p.m.** Vendors will be responsible for providing their own transportation to the site.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the proposer. An official authorized to bind the proposer to its provisions must sign the proposal in ink. Each proposal must remain valid for at least one hundred twenty (120) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposers, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their work plan, qualifications, past experience, and fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected proposer to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of September 11-15, 2017**. Proposer must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposer's response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, Friday, September 1, 2017 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent must submit in a sealed envelope:

- **one (1) original proposal**
- **six (6) additional proposal copies**
- **one (1) digital copy of the proposal (excluding the fee proposal) preferably on a flash drive as one file in PDF format**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal:

- **two (2) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: **“RFP No. 17-25 – Compost Facility Operations and Management”** and list the proposer’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
c/o Customer Service
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any proposer for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Proposers are responsible for submission of their proposal. Additional time will not be granted to a single proposer. However, additional time may be granted to all proposers at the discretion of the City.

A proposal will be disqualified if:

The forms provided as Attachment B - City of Ann Arbor Non Discrimination Declaration of Compliance, Attachment C - City of Ann Arbor Living Wage Declaration of Compliance, Attachment D - Vendor

Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award. Please do not provide these forms within the separately sealed Fee Proposal envelope.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposer's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Compost Facility Operating and Management Contract is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Operating and Management Contract.**

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected proposer's response thereto, shall constitute the basis of the scope of services included in the contract by reference.

I. HUMAN RIGHTS REQUIREMENTS

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment B shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance (Attachment E) at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

Attachment C and Attachment F provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful proposer must comply

with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the proposer complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected proposer unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is provided in Attachment D.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the proposer prior to the execution of a Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, proposer agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The proposer must clearly state the reasons for the protest. If a proposer contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the proposer to the Purchasing Manager. The Purchasing Manager will provide the proposer with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

O. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Mandatory Pre-Proposal Meeting	August 15, 2017, 1:30 p.m.
Written Question Deadline	August 18, 2017, 10:00 a.m.
Proposal Due Date	September 1, 2017, 2:00 p.m.
Tentative Interviews (if needed)	Week of September 11-15, 2017
Selection/Negotiations	September, 2017
Expected City Council Authorizations	October/November 2017
Contractor Transition	December, 2017 - January, 2018
Commencement of Services	January 29, 2018

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected proposer will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all proposers.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more proposers to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II - SCOPE OF SERVICES

A. BACKGROUND

1. Overview

The City of Ann Arbor owns a Compost Facility located at 4150 Platt Road in Pittsfield Township, Washtenaw County, Michigan. The Compost Facility is located to the south of the City's Material Recovery Facility (MRF) and Transfer Station as shown in Figure 1. The Compost Facility is operated under a registration issued by the Michigan Department of Environmental Quality (refer to Appendix C).



FIGURE 1. AERIAL VIEW OF COMPOST SITE

The Compost Facility is currently operated by a private contractor under an agreement that expires on January 28, 2018. The intent of this RFP is to procure the services of a private contractor to operate and manage the Facility after that date.

2. Summary of Compost Facility Design and Operations

The Compost Facility is comprised of two areas: a “south” pad and a smaller “north” pad. The “south” area includes a compost pad (approximately 11.5 acres), stormwater detention pond, and a screening berm (refer to Figure 2). The “north” area includes additional space for windrow composting (approximately 3.5 acres) and areas for material drop-off and grinding (approximately 1.5 acres), storage of finished compost and mulch (approximately 1.0 acre), and loadout of compost and mulch. An equipment storage building (3,600 square feet) is used for maintenance of the contractor-owned compost equipment and as an office for the site manager.

Composting operations are carried out on an engineered surface constructed of compacted aggregate (12 inches of slag overlaying a compacted base of engineered fill). The engineered pad provides an all-weather operating surface for conducting compost operations and for managing stormwater runoff. Drainage structures convey water away from the windrows and direct it off-site in a manner consistent with surface water quality regulations.

In the areas designated for compost windrow placement, surfaces are sloped at 1-2% to facilitate runoff between windrows. The site operator is responsible for regularly re-grading the pad surface to manage the water runoff to prevent ponding and odor generation.

Incoming organic material is composted using windrow technology. Brush and woody material is ground to produce mulch. The contracted site operator provides all equipment required to receive and process incoming material and to load out finished product.

All incoming and outgoing compost loads are weighed at the scale facility located at the MRF. The scalehouse is staffed by City personnel, who perform all weighing functions.

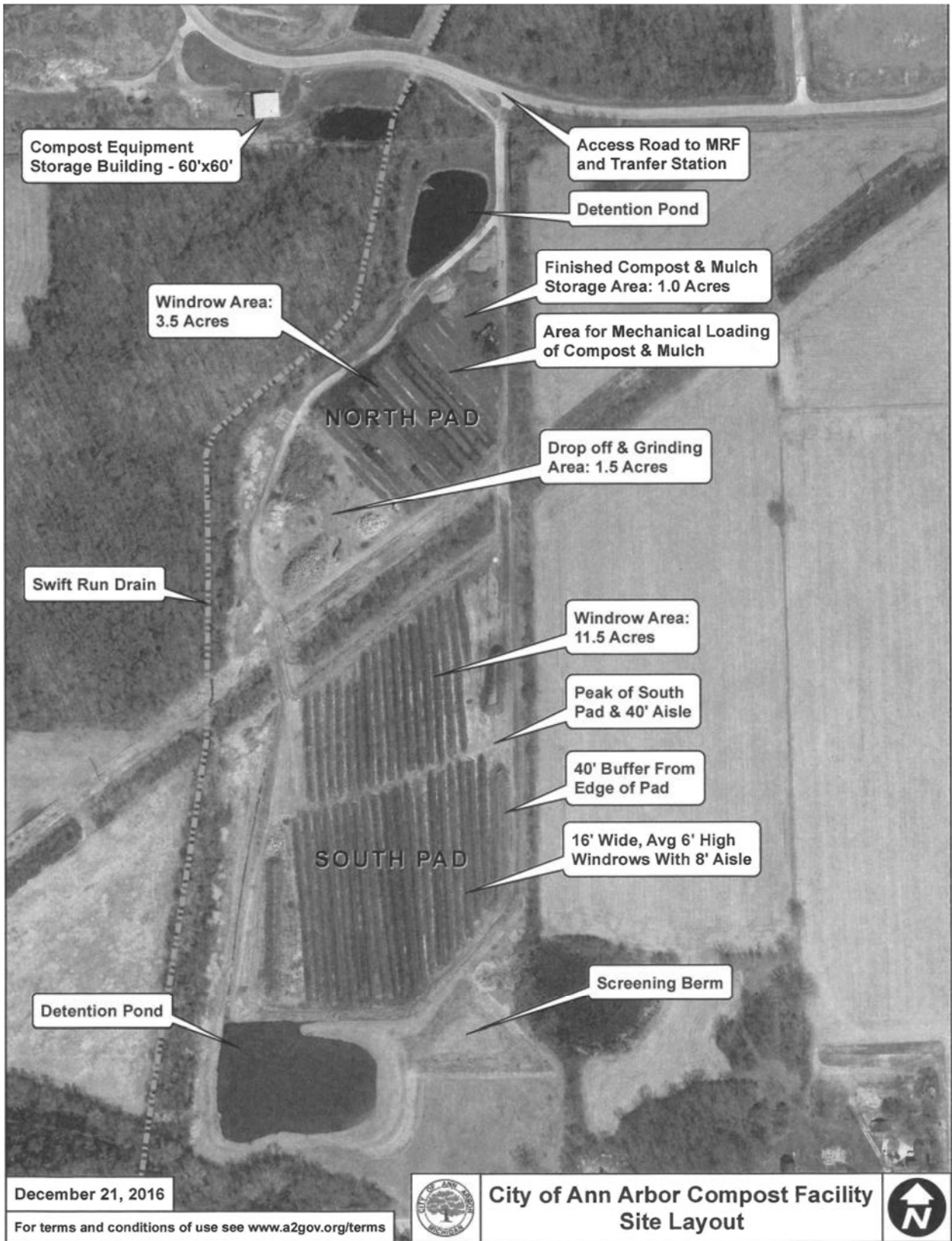


FIGURE 2. COMPOST FACILITY LAYOUT

The Compost Facility operates year-round, Monday through Friday (7:00 a.m. - 4:00 p.m.), although at lower tonnages during the winter months. The facility also receives waste on Saturdays (7:00 a.m. - 4:00 p.m.) during weeks that include a major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas); this is to accommodate catch-up waste collections performed by the City as the result of the holiday. In addition, the facility is open for a half-day on Saturdays during the months of April, May and June for the limited purpose of providing access to residents to pick up finished compost and mulch materials; no incoming waste is received on those days.

The facility receives three principal organic material streams from the City, City residents, and third-party sources as follows:

1. Mixed Yard Waste, which is delivered by City trucks, residents self-hauling their own material (limited to 1 cubic yard per day), and third-party customers. The mixed Yard Waste delivered by the City includes some residential Foodwaste material as well as Leaves during the fall leaf collection period. The mixed Yard Waste delivered by City residents includes Yard Waste and Leaves. For quantities up to 1 cubic yard, it is accepted at no charge to the resident and billed to the City at the City's rate. Quantities in excess of 1 cubic yard are billed to the resident at the third-party rate. The mixed Yard Waste delivered by third-party customers (primarily landscapers) includes Yard Waste and, during the fall season, may include Leaves.
2. Source-separated Leaves, which are delivered primarily by City residents or third-party customers. Leaves delivered by the City's residents or their contracted landscapers from September 1 to December 31 are accepted at no charge to the resident / landscaper and billed to the City at the City's rate.
3. Source-separated Foodwaste and vivarium waste, which is currently delivered year-round by the University of Michigan as a third-party customer. The City is considering expanding Foodwaste collection to other commercial generators that would be collected by either City crews or by a commercial franchise waste hauler.

All third-party materials are sourced by the contracted operator.

Over the past four years (2013-2016), the Compost Facility has received approximately 12,000 - 14,000 tons per year of material. Due to the seasonal generation of Yard Waste and Leaves, 98% of annual tonnage is typically delivered during the months of April through December. During this peak season, the Compost Facility handles approximately 60-70 tons per day

(weekday average). The City accounts for 65-75% of incoming material, with third-party customers bringing in the remainder.

Additional historical operating information (e.g., tonnage and vehicle counts) are provided in Appendix D. Laboratory test data on finished compost is provided in Appendix E.

Note that pursuant to this RFP, the City will commit to deliver all City-controlled compostable waste (i.e., waste collected by City crews), but will not guarantee a specified tonnage of waste. The selected Contractor will be allowed to receive third-party waste at the Compost Facility (subject to limits as specified in Section II.C below), but the City will not guarantee the delivery of any third-party waste.

The City currently pays the contracted operator \$17.50 per ton for mixed Yard Waste and Leaves delivered by the City to the Compost Facility, plus a fixed annual fee of \$14,950 (payable in monthly installments) as compensation for allowing residents to place food scraps in Yard Waste carts. For the next contract, the City desires to eliminate the fixed annual fee and to simply pay the contractor a single per-ton fee for all mixed Yard Waste (including food scraps) delivered by the City. A separate per-ton fee will be paid for source-separated Foodwaste if the City expands its current organics program to include the future collection of food scraps from commercial generators in the City.

The contracted operator sets and collects the tipping fees for all third-party organic materials. The City currently receives a credit of \$1.00 per ton for all third-party tonnage sourced by the operator.

The contracted operator also markets all finished compost and mulch. The City currently receives a credit amounting to \$0.50 per ton sold. Because compost and mulch are typically sold on a volume (i.e., cubic yard) basis, for the next contract the credit will be specified on a cubic yard basis.

City residents are also provided with up to 1,000 cubic yards per year of free compost and/or mulch, with proper identification provided to the City at the scalehouse. Residents may pick-up material at the Compost Facility on Saturdays (7:00 a.m. - 11:00 a.m.) during the months of April, May and June and are limited to 1 cubic yard per household per year. Residents must bring their own shovel and containers to load the material. Any unused allotment of finished compost and/or mulch at the end of this period is made available to City Departments at no charge.

B. OBJECTIVE

The City of Ann Arbor is seeking proposals from qualified vendors to perform the following services (and as described further in Section II.C).

1. Compost Facility Operations and Management Services
 - a. Operation and maintenance of the City's Compost Facility.
 - b. Marketing of all processed compost and mulch materials.
 - c. Services to commence January 29, 2018.

The selected contractor will:

1. Accept and completely decompose Yard Waste, Leaves and Foodwaste generated by the City's residents and City Departments (e.g., Parks, Forestry) to produce finished compost.
2. Accept and grind woody materials to produce mulch.
3. Perform all composting and mulching operations in accordance with State of Michigan statutes and regulations governing compost facilities; the Michigan Department of Environmental Quality (MDEQ) Registration for the Compost Facility; the stormwater pollution prevention plan (SWPPP) governing the compost site; and best-operating practices for compost facilities.
4. Provide the highest quality in facility operations, including minimization of odors, dust, litter, vermin and other potential nuisance impact.
5. Maintain the compost pad, compost equipment storage building and other site features.
6. Maximize the value and distribution of all processed materials including finished compost and mulch.
5. Provide the requested services to the City of Ann Arbor in a cost-effective manner.
7. Accept and process other Compostable Material the City (or its agents or contractors) may collect in the future, including Foodwaste from commercial generators located in the City.

All contracted services are to be provided for a five (5) year initial term, with the City reserving an option to extend the contract term for up to two (2) additional five-year periods.

C. REQUIREMENTS

The selected Contractor is to provide all necessary labor, equipment, fuel and materials to perform the services listed below. Where applicable, services to be provided by the City are noted.

1. Compost Facility Operations and Management Services

- a. Operate, maintain and manage the City's Compost Facility.
- b. Receive and compost all Compostable Material (including mixed Yard Waste, Leaves and Foodwaste) delivered by the City and/or its agents. The City commits to deliver all City-controlled waste (i.e., waste collected by City crews or the City's agent) to the Compost Facility. However, the City does not guarantee a specified tonnage amount.
- c. Receive and process (e.g., grind) brush and woody materials delivered by the City and/or its agents.
- d. The Contractor will be allowed to accept third-party waste materials, provided that: priority is first given to collection vehicles from the City; and, all composting and mulching operations are conducted entirely within the Compost Facility and in accordance with the Compost Facility's MDEQ Registration, the stormwater pollution prevention plan (SWPPP) governing the site, regulatory requirements, and best-operating practices. Contractor is responsible for sourcing all third-party materials (including Foodwaste and vivarium waste currently delivered by the University of Michigan).
- e. Process and place all Compostable Materials into windrows on a daily basis. Contractor shall not allow incoming materials (including brush and woody materials) to be accumulated in a manner that impedes the efficient, safe and clean operation of the site
- f. Maintain the Compost Facility, including re-grading of compost pads and other work areas, to ensure that no ponding occurs between windrows or on other areas of the site.
- g. Operate and manage the Compost Facility to minimize odors, dust, litter, vectors and other potential nuisance impacts.
- h. Operate the Compost Facility to maintain aerobic conditions in windrows.
- i. Operate the Compost Facility so as not to disturb or impact any offsite wetland areas.
- j. Market finished compost and mulch materials.
- k. Collect and dispose of all contaminant and residual waste materials from the Compost Facility at a permitted solid waste facility. Residual material includes non-compostable waste material that is screened from incoming organic material or that is removed during the screening of finished compost. Contractor or a subcontracted waste hauler to provide an on-site dumpster to containerize all waste materials.

- l. Perform a fence line litter patrol on at least a weekly basis to collect any blowing litter. Contractor to maintain a log of all such litter patrols and make documentation available to the City upon request.
- m. Operate Compost Facility during scheduled hours: Monday - Friday (7:00 a.m. - 4:00 p.m.), and Saturdays (7:00 a.m. - 4:00p.m.) during holiday weeks (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas). During the months of April, May and June, operate Compost Facility on Saturdays (7:00 a.m. - 11:00 a.m.) to allow residents to pick-up finished compost and/or mulch.
- n. Perform lawn mowing as required on the Compost Facility site.
- o. Perform snow clearing as required on the Compost Facility site. The City will be responsible for snow clearing from the access drive from Platt Road to the scale facility.
- p. Maintain the Compost Equipment Storage Building. Contractor shall be responsible for repairing all damage to building except for damage due to "force majeure" type events.
- q. Pay all utility costs.
- r. Provide all health and safety training for Contractor personnel at the Compost Facility, including compliance with the MDEQ Registration and SWPPP.
- s. Monitor compost windrows and maintain all records of compost operations as required by State of Michigan statutes and regulations. Copies of records to be provided to City upon request.
- t. Cooperate with the City, as necessary, in the preparation of annual MDEQ Composting Reports and any renewals of the MDEQ Registration for the Compost Facility. The Contractor shall be responsible for preparing and submitting the annual reports and renewal applications upon approval of the submittals by the City's Solid Waste Manager.
- u. Provide testing of finished compost according to the U.S. Composting Council's Seal of Testing Assurance (STA) program standards. Copies of all test reports to be promptly provided to the City.
- v. Compost and mulching services for City material shall be invoiced on a per ton basis for incoming mixed Yard Waste (which may include residential food scraps that are co-collected by the City with Yard Waste) and, if delivered by the City, source-separated Foodwaste from commercial establishments. A pricing form is attached in Appendix B that must be used in the contractor's submittal.
- w. Contractor shall set rates for all incoming third-party waste. Contractor shall be responsible for invoicing all third-party customers. For use of the City's Compost Facility for this third-party tonnage, Contractor shall provide the City with a per ton credit on all third-party tonnage, to be applied against the service fees payable by the City. Amount of credit to be specified on the pricing form in Appendix B.
- x. Contractor shall set prices for all finished products marketed by the Contractor. For use of the City's Compost Facility, Contractor shall provide the City with a per cubic yard credit on all finished products sold

- by Contractor, to be applied against the service fees payable by the City. Amount of credit to be specified on the pricing form in Appendix B.
- y. All incoming loads will be weighed by the City at the scalehouse to determine gross, tare and net payload weights. All outgoing loads will be weighed at the scalehouse to establish a transaction record of the outbound material, and to record the volume (in cubic yards) of the outbound material.
 - z. City will operate scalehouse facility and will provide an electronic summary of all incoming and outgoing loads to the Contractor. Contractor shall use the load information provided by the City as the basis for preparing its invoice to the City. Monthly Contractor invoices shall be prepared in a format agreed upon by the City, but at a minimum shall show incoming City tonnage, incoming third-party tonnage, outgoing finished product (in cubic yards), service fee amounts payable by City, and credits to the City for third-party tonnage and sale of finished products.
 - aa. Provide 1,000 cubic yards of finished compost and/or mulch annually at no charge to City residents, with a limit of 1 cubic yard per household per year. Residents may pick-up material on Saturdays (7:00 a.m. - 11:00 a.m.) during the months of April, May and June. Contractor to provide on-site personnel to supervise distribution. Residents shall provide their own shovel and container and load their own material, and are required to have proper identification presented at the scalehouse. Any unused allotment of finished compost and/or mulch at the end of this period will be made available to City Departments at no charge. Contractor shall maintain a log of all finished product made available and notify the City when the limit has been attained.
 - bb. Cooperate with the City in hosting up to ten (10) public education tours of the Compost Facility annually.

SECTION III - MINIMUM INFORMATION REQUIRED

A. PROPOSAL FORMAT

Proposers should organize Proposals into the following Sections:

1. Professional Qualifications
2. Past Involvement with Similar Work
3. Proposed Work Plan
4. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
5. Authorized Negotiator
6. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

1. Professional Qualifications – 25 points
 - a. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
 - b. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the experience and technical details that make the firm uniquely qualified for this work.
 - c. Provide information on the key management and supervisory personnel that will be responsible for overseeing the implementation, administration and oversight of the services provided to the City. Provide the key contact person for Compost Facility services.
 - d. Provide an overview of the safety and training programs that the Proposer has in place or will implement if awarded a contract.
2. Past Involvement with Similar Projects – 25 points
 - a. The written proposal must include a list of specific experience in operating and maintaining compost facilities (either company-owned or operated under contract) and marketing finished products. Experience in Michigan is highly desirable.
 - b. For each facility, provide information on the following:

- i. Site size (acres).
 - ii. Tons of waste processed.
 - iii. Types of waste processed (experience handling different organic material streams including Yard Waste, Leaves and Foodwaste is highly desirable).
 - iv. Types of finished product marketed (e.g., compost, mulch).
 - v. Test methods used for finished compost.
 - vi. Number of years that facility has operated.
 - vii. Compliance record.
- c. Provide a list of municipal, government agency or corporate references, including name, entity, phone number, and a description of the compost operation and/or marketing services provided.

3. Proposed Work Plan – 30 points

Provide a narrative work plan describing how the Proposer intends to fulfill the requested services and contract terms, including the following:

- a. Description of how the Compost Facility will be operated, including:
 - i. On-site direction of incoming vehicles and outgoing vehicles.
 - ii. Handling of materials (e.g., preprocessing, blending of feedstock, formation into windrows, screening and storage of finished compost, loadout of finished product, etc.).
 - iii. Maintenance of compost pads.
- b. Description of compliance-related activities to be performed by Proposer, including:
 - i. Litter patrols of facility.
 - ii. Steps to minimize odors, dust and other potential nuisance impacts.
 - iii. Monitoring of windrows and testing of finished compost.
- c. Proposed staffing of Compost Facility (number and type of personnel).
- d. Equipment to be used (e.g., front-end loaders, windrow turners, tub grinders, etc.)
- e. Description of how the Compost Facility work will be managed and scheduled, including communication and coordination with the City.

Proposers shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

4. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal, using the form provided in Appendix B.

5. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City

6. Attachments

Legal Status of Proposer Form (Attachment A), Non-Discrimination Declaration of Compliance Form (Attachment B), Living Wage Declaration of Compliance Form (Attachment C), and Vendor Conflict of Interest Disclosure Form (Attachment D) must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

B. PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (1 through 3) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the proposers. The fee proposals of only the short-list firms will be opened at this time.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the proposer, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (1 through 3), and adjustments to scoring will be made as appropriate. After

evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the proposers based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

C. PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double-sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments.

Each person signing the proposal certifies that he or she is the person in the proposer's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

D. ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each proposer must acknowledge in its proposal all addenda it has received. The failure of a proposer to receive or acknowledge receipt of any addenda shall not relieve the proposer of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A: Legal Status of Respondent

Attachment B: Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C: Living Wage Declaration of Compliance Form

Attachment D: Vendor Conflict of Interest Disclosure Form

Attachment E: Non-Discrimination Ordinance Poster

Attachment F: Living Wage Ordinance Poster

Attachment G: Performance Bond (to be submitted by successful proposer after acceptance)

**ATTACHMENT A
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____ Date: _____

Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone: _____ Fax _____

Email: _____

**ATTACHMENT C
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative Date

City, State, Zip

Print Name and Title

Phone/Email address

ATTACHMENT D



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

ATTACHMENT E
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/departments/city-clerk

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an 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 any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

**ATTACHMENT G
PERFORMANCE BOND**

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to issue performance bonds in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated _____, 201_, for: _____ and this bond is given for that Contract.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 201_.

(Name of Surety Company)
By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)
By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

SECTION V - APPENDICES

Appendix A: Sample Operating and Management Contract

Appendix B: Cost Proposal Form

Appendix C: MDEQ Registration

Appendix D: Historical Compost Facility Tonnage Data

Appendix E: Finished Compost Analytical Test Data

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

**OPERATING AND MANAGEMENT CONTRACT
BETWEEN THE CITY OF ANN ARBOR AND
_____, FOR
THE CITY OF ANN ARBOR COMPOST FACILITY**

This Operating and Management Contract ("Contract") is entered into on the ___ day of _____, 2017, between the City of Ann Arbor, a Michigan Municipal Corporation, 100 N. Fifth Avenue, Ann Arbor, Michigan 48107 ("City"), and _____ ("Contractor").

RECITALS

In consideration of the mutual premises set forth below, the Contractor and the City agree as follows:

ARTICLE I: DEFINITIONS

Section 1.01: Definitions

For purposes of this Contract, the following words and phrases shall be given the following respective meanings:

"Business Day" means any Day occurring on Monday through Friday, except City Holidays.

"Compostable Material" means leaves, brush, tree limbs up to 6 inches in diameter and 4 feet in length, vegetative prunings, Christmas trees, Food Waste, Post Consumer Food Waste, Compostable Manmade Material, other garden or yard waste, and other organic material as may be specified in the City's Solid Waste Rules and Regulations. "Compostable Material" does not include sludge, manure or chemically treated wood.

Either Party may terminate Post Consumer Food Waste and/or Compostable Manmade Material as Compostable Material accepted for processing at the Compost Site with a minimum 30 days written notice to the other Party.

"Compostable Manmade Material" means material that (1) is from properties that are not properties (residential and non-residential) from which the collection is done by the City or the City's agent, representative, or contractor, and (2) the entire product will completely break down into organic matter, will breakdown within 180 days, and the microorganisms present in compost will consume the material at the same rate as they would natural materials (i.e., food scraps, soiled paper, leaves, etc.). To satisfy the requirements of (2), materials must meet one of the following criteria:

- (a) The product packaging or the specific product includes the BPI logo;
- (b) The product packaging or the specific product includes the phrase "meets ASTM standards for compostability";
- (c) The product packaging or the specific product has been designated "Certified Compostable" by the Biodegradable Products Institute (BPI).

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

Compostable Manmade Material also must be acceptable to process on the Compost Site based on compliance with all Michigan Department of Environmental Quality regulations, and as further defined in City regulations.

The Contractor and the City each reserves the right to limit or decline acceptance at any time of Compostable Manmade Material based upon characterization, odor, impact on process and/or it is determined to negatively impact the composting program.

"Compost Site" means City-owned composting facility located at 4150 Platt Road, Ann Arbor, Michigan, including the Compost Maintenance Building.

"Contract Date" means the date of the signing of this Contract by the Parties.

"Contractors" means any contractor, subcontractor, and suppliers or material providers hired by Contractor.

"Event of Default" means any one of more of those events described in Article XII.

"Hazardous Waste" means any material or substance which, as of the Contract Date, and for the duration of this Operating and Management Contract (adopting any future changes in the statutory definitions of the following statutes or regulations or any newly promulgated statutes or regulations), and by reason of its composition or characteristics is (a) hazardous waste, substance or material as defined in the Solid Waste Disposal Act, 42 USC §6901 et seq., as amended, replaced or superseded, and the regulations implementing same, or (b) material the disposal of which is regulated by the Toxic Substances Control Act, 15 USC §2601, et seq., as amended, replaced or superseded, and the regulations implementing same, (c) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954, (d) hazardous waste substance or material as defined in the Comprehensive Environmental Response, Compensation and liability Act of 1980, 42 USC §6901 et seq. as amended, replaced or superseded, and the regulations implementing same or (e) treated as hazardous waste or substance or material under applicable Federal, State or local law. If any governmental agency or unit having appropriate jurisdiction shall determine that substances are hazardous or harmful to health when Processed at the Compost Site, then thereafter any substances or materials shall be Hazardous Waste for purposes of this Contract.

"Infectious Waste" means any of the following when not generated from a household or from a farm operation or agricultural business: (1) cultures and stocks of infectious agents and associated biologicals, including laboratory waste, biological production wastes, discarded live and attenuated vaccines, culture dishes, and related devices; (2) liquid human and animal waste, including blood and blood products and body fluids, but not including urine or materials stained with blood or body fluids; (3) pathological waste; (4) sharps; (5) contaminated wastes from animals that have been exposed to agents infectious to humans, these being primarily research animals, and (6) waste treated as Infectious Waste pursuant to Federal, State or local laws. If any governmental agency or unit having appropriate jurisdiction shall determine that substances are infectious then thereafter any substance shall be Infectious Waste for purposes of this Contract.

"Merchant Organics" means Compostable Material that is sourced by the Contractor from generators other than the City.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

"Party" or "Parties" means either the City or the Contractor, as the context of the usage of the term may require.

"Post Consumer Food Waste" means post consumer food and food by-products that (1) are from properties that are not properties (residential and non-residential) from which the collection is done by the City or the City's agent, representative, or contractor, and (2) are acceptable to process on the Compost Site based on compliance with all Michigan Department of Environmental Quality regulations, and as further defined in City regulations.

"Products" means finished compost or mulch.

"Registered City Representative" means any City employee, office or agent formally registered with the Contractor as a representative of the City with reasonable knowledge of Compost Site tour procedures.

"Revenue" means revenue generated by the sale of finished products made at the composting site.

"Solid Waste" means all solid materials or substances generally discarded or rejected as being spent, useless, worthless, or valueless to the owners at the time of the discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, demolition and other construction debris; excluding Hazardous Waste and Infectious Waste.

"Sludge" means any solid or semisolid waste that is generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility. "Sludge" also includes any other semisolid industrial waste.

"Subcontractor" means any subcontractor hired directly by Contractor.

"Tipping Fee" or "Tipfee" means the fees charged for Compostable Material tipped at the Compost Site

"Uncontrollable Circumstance" means:

(a) A catastrophe such as an act of God, hurricane, tornado, epidemic, landslide, lightning, earthquake, fire or explosion not caused by Contractor Fault or City Fault, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, or similar occurrence;

(b) The order, or injunction or judgment of any federal, State, or local court, administrative agency or governmental body or officer with jurisdiction in the City, including any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; excepting decisions interpreting federal, State and local laws; provided, however, that the order or judgment shall not arise in connection with or be related to the negligent or willful action or inaction of the Party;

(c) A Change in Law; provided that a change in law is not an Uncontrollable Circumstance during any period the City chooses to exercise legally available challenges to the applicability of the law at its cost and expense and indemnify the Contractor for any fines, penalties or other costs of noncompliance with the provision;

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

(d) The denial of an application for, failure to issue, or suspension, termination, interruption, imposition of a new condition in connection with the renewal or failure of renewal on or after the Contract Date of any governmental Permit if such denial, suspension, termination, interruption, imposition or failure is not also the result of a wrongful or negligent act or omission or a lack of reasonable diligence of the Party asserting an Uncontrollable Circumstance, provided that the contesting in good faith of any such denial, suspension, termination, interruption, imposition or failure shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence; or

(e) The failure of any subcontractor or supplier to furnish materials or equipment for the System on the dates agreed to in connection with the performance of the Work if such failure is caused by an Uncontrollable Circumstance if and to the extent, and only so long as the affected party is not reasonably able to obtain substitute materials or equipment.

Section 1.02: Terms Generally

The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as the context may otherwise require.

Section 1.03: Notices Generally

Unless specifically provided elsewhere in this Contract, at least fifteen (15) days prior written notice shall be required to be given by one Party to the other Party of any breach of this Contract by the other Party or failure to fulfill any requirement of this Contract by a Party, in order to allow the Party receiving the notice to cure any breach, or to commence and diligently pursue the cure of any breach which cannot reasonably be cured during the fifteen- day period, or to allow the Party time to prepare for, question or contest the fact that any requirement of this Contract has not been fulfilled.

Section 1.04: Entirety of Contract

This Contract, including the Exhibits, RFP No. 17-25 to the extent incorporated by reference, and the Contractor's Proposal dated _____, to the extent incorporated by reference, constitutes the entire Contract between the Contractor and the City with respect to the operation and maintenance of the Compost Site, including marketing and sales.

The terms and provisions of RFP No. 17-25, including all addenda, and the terms of Contractor's Proposal dated _____, are incorporated as part of this Contract by reference; provided that in case of a conflict among the requirement(s) in any of the contract documents listed below, the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later:

- (1) Contract;
- (2) Addenda to RFP No. 17-25 in reverse chronological order;
- (3) RFP No. 17-25;
- (4) Contractor's Proposal dated _____.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

ARTICLE II: SCOPE OF SERVICES, OWNERSHIP, OPERATION AND MAINTENANCE OF THE COMPOST SITE

Section 2.01: Overall Responsibilities

(a) Contractor shall, at its sole cost and expense, provide all management, supervision, personnel, materials, equipment, services, and supplies (other than Compostable Material after Acceptance) necessary to operate and maintain the Compost Site in accordance with the terms and provisions of this Contract, including in particular this Article II, and as set forth in attached Exhibit B, Scope of Services. Contractor shall pay all utility costs including electricity, gas, water, sewer, telephone and internet.

(b) Contractor shall, at its sole cost and expense, market or cause to be marketed all Products in accordance with the terms and provisions of this Contract, including in particular this Article II, and as set forth in attached Exhibit B, Scope of Services.

(c) The Contractor will provide the City a copy of its Standard Operating Procedures (SOP) at the request of the City.

(d) Contractor shall prepare and submit, on its letterhead, a response to all compliance-related correspondence resulting from Contractor's operation and/or maintenance of the Compost Site, whether such correspondence is received by the Contractor or the City, during the term of the Contract. Copies of all associated correspondence will be provided by the Contractor to the City. Contractor will be solely responsible for payment of fines resulting from regulatory compliance violations issued for Compost Site operations and/or maintenance.

Section 2.02: Operating Hours - Receiving Hours, Processing Hours, Shipping Hours, and City Holidays

(a) Contractor shall keep the Compost Site open for the receipt of Compostable Material from 7:00 a.m. to 4:30 p.m. each Monday through Friday January through December, excluding City Holidays on which waste collection is not performed (including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day). Contractor shall keep the Compost Site open on Saturdays following City Holidays and as specified in Section 4.02(a).

(b) Contractor agrees to receive Compostable Material at the Compost Site at hours other than the hours specified in Section 2.05(a), if requested by the City. Contractor shall be paid for the Direct Costs of operating during the additional hours.

(c) Contractor may ship products to purchasers at any time that a person designated by the City is on duty to weigh the shipment in accordance with Section 4.06 and that the shipment of the Products does not violate any State, local, municipal, or agency law, regulation, permit or ordinance restricting hours of Product shipment.

(d) Contractor may, after obtaining the prior approval of the City, ship Products to Purchasers when a City staff person is not on duty to weigh the shipment. In this event Contractor shall promptly provide to the City a verified weight ticket and corroborating weight record from the Purchaser.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

Section 2.03: Compost Maintenance Building

Contractor will be responsible for full repair and maintenance to the City owned Compost Maintenance Building, except for damage from Uncontrollable Circumstances. Repair and maintenance will be done in a timely basis. The City will conduct quarterly inspections to determine that repair and maintenance is being done properly.

Section 2.04: Maintenance of Entrance and Entrance Road

The City will maintain the entrance and entrance roads on the City's property up to the Compost Site unless maintenance is required because of the acts or omissions of Contractor, reasonable wear and tear excepted.

Section 2.05: Stormwater Control

The contractor shall comply with the best management practices and requirements detailed in the City's Stormwater Pollution Prevention Plan (SWPPP), a copy of which is attached as Exhibit A. This plan is required by the Michigan Department of Environmental Quality as part of the City's NPDES Stormwater Permit. Contractor must comply with the inspection, reporting, training, record keeping and other requirements as detailed in the Plan, including its attached forms. In addition, the Contractor will be required to routinely inspect and maintain the inlets and outlets to the two detention ponds at the Compost Site. Inlets and Outlets must be kept free of debris that would restrict flow into or out of the pond.

Section 2.06: Litter Control

The Contractor shall operate the Compost Site in a manner which will limit the generation of litter to the greatest extent possible and shall take all steps necessary to collect and dispose of any litter generated by the Compost Site. At minimum, the Contractor shall perform once weekly fence line inspections and litter removal, with all litter patrols documented and records maintained for City review upon request. The Contractor shall maintain, at its sole cost and expense, a container on-site for litter and non-compostable materials. Any fine levied against the Compost Site operation for litter violations shall be promptly paid by Contractor.

ARTICLE III: TERM OF CONTRACT

Section 3.01: Life of Contract

The term of this Contract shall commence on January 29, 2018.

The term of the Contract is for five (5) years with an option for two (2) five-year renewals on the same terms. The option to renew shall be at the City's sole discretion, subject to agreement by the Contractor. The City shall give the Contractor notice that it wants to exercise the renewal option a minimum of 7 months prior to Contract expiration. The Contractor shall give the City notice of its agreement to the renewal within 30 days after receiving the City's notice.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

ARTICLE IV: DELIVERY, PROCESSING AND DISPOSITION OF COMPOSTABLE MATERIAL

Section 4.01: Compost Testing

Contractor will test finished compost according to the US Composting Council's STA standards. The cost of the compost testing will be the Contractor's responsibility. Contractor will promptly forward all test results to the City upon receipt of the results.

Section 4.02: MDEQ Reporting Requirements

Contractor will keep records as required by MDEQ. The City will have the ability to check these records upon request. Contractor will provide necessary information to City for completing annual MDEQ Composting Report, as well as MDEQ Facility Registration Form.

Section 4.05: Identification, Rejection, or Processing of Compostable Material Not Conforming to Solid Waste Rules and Regulations

(a) Prior to Unloading: Contractor, in its sole discretion, may inspect any vehicle delivering Compostable Material to the Compost Site. If during any vehicle inspection, Contractor determines that the vehicle is delivering Compostable Material not conforming to the Solid Waste Rules and Regulations, Contractor shall require hauler to remove the vehicle from the Compost Site. Contractor shall immediately notify the City of any rejection, stating the date and time of the rejection, the hauler and driver's name, the point of origin and the reason(s) for rejection and shall follow this with a report in writing of the same information delivered within two (2) days to the City.

(b1) After Unloading - City Loads: If a load of Compostable Material delivered by or on behalf of the City is unloaded at the Compost Site and Contractor determines that the load contains Hazardous Waste, Infectious Waste, Sludge, or Compostable Material not conforming to Solid Waste Rules and Regulations, Contractor shall immediately notify the City's Solid Waste Manager, who shall confirm or deny Contractor's determination. If Contractor's determination is confirmed, the non-conforming portion of the load shall be disposed of and any Direct Costs associated with such disposal shall be charged to the City.

(b2) After Unloading - Third Party Loads: If a load of Compostable Material from a Third Party source is unloaded at the Compost Site and Contractor determines that the load contains Hazardous Waste, Infectious Waste, Sludge, or Compostable Material not conforming to Solid Waste Rules and Regulations, Contractor shall immediately notify the City's Solid Waste Manager. The non-conforming portion of the load shall be disposed of. Any costs associated with such disposal shall not be the responsibility of the City.

(c) Nothing in this Contract shall be construed to mean that receiving Compostable Material, or the inadvertent receipt of Rejected Materials, Hazardous Waste or Infectious Waste at the Compost Site, creates on the part of the City or the Contractor any ownership interest in, or confers on the City or the Contractor any title to, Compostable Material, Solid Waste, Rejected Materials, Hazardous Waste or Infectious Waste.

(d) Inadvertent Deliveries of Non-Compostable Material: The City shall use reasonable efforts to deliver or cause to be delivered to the Compost Site only Compostable Material which conforms to Solid Waste Rules and Regulations. However, the Parties agree that any inadvertent

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

delivery of material which does not conform to Solid Waste Rules and Regulations shall not constitute a breach of the City's obligations.

Section 4.06: Removal and Disposal of Process Residue

(a) Contractor shall be responsible for the removal, transportation and disposal of all Process Residue to a location designated by the City or a location that has been approved by the City. Proof of disposal may be required. The cost and expense of the removal, transportation and disposal shall be paid by Contractor.

Section 4.07: Weighing and Shipping Records

(a) All weighing of vehicles delivering Compostable Material to the Compost Site and shipping Product from the Compost Site will be performed by the City. The City shall maintain the calibration of the scales at the scale house in accordance with the procedures established by the State of Michigan. Either the City or Contractor may, from time to time, require a revalidation of the tare weight of any vehicle. Each loaded vehicle entering or exiting the Compost Site shall be weighed and a scale record generated. For vehicles delivering Compostable Materials to the Compost Site, the gross weight, tare weight, time of delivery and exit, nature of materials, and truck identification shall be accurately recorded on a weight record. Records of all weighing shall be maintained by the City.

(b) The City shall provide Contractor with summaries on a monthly basis of all weigh tickets. Record copies shall be maintained by the City for a period of at least four (4) Operating Years following the Operating Year in which they were made.

Section 4.08: City of Ann Arbor Programs

(a) The City has developed a compost program to provide free finished compost and/or mulch to residents of the City, not to exceed 1,000 cubic yards of finished compost and/or mulch per year. The Contractor will make available to the City the finished compost and/or mulch required by the City for this program. The finished compost and/or mulch will be distributed at the Compost Site from 7:00 a.m. to 11:00 a.m. on Saturdays from April 15 through July 4 each year. The resident distribution area will be attended by Contractor personnel at all times during the specified distribution hours. Residents will be limited to one (1) cubic yard of free finished compost and/or mulch per household per year and will be responsible for shoveling and loading the finished compost and mulch with their own equipment and containers. Residents will be required to scale in at the Scalehouse and show identification as requested by the City. If residents do not pick up the entire 1,000 cubic yards of finished compost and/or mulch, the Contractor agrees that the City may pick up and use for City purposes the remainder of the 1,000 cubic yards of finished compost and/or mulch at no charge.

(b) The City has developed a resident program that allows for residents to deliver up to one (1) cubic yard per day of Compostable Material at no charge to the resident. Contractor shall bill City at the City's Yard Waste and Leaves Tipfee rate for Compostable Material delivered through this program.

(c) The City has developed a resident program that allows for leaves to be delivered to the Compost Site by residents or their contracted landscapers from September 1 to December 1 at no

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

charge to the resident or landscaper. Contractor shall bill City at the City's Yard Waste and Leaves Tipfee rate for leaves delivered through this program.

(d) The City may expand the collection of Food Waste from residential and/or non-residential sources located in the City. Contractor shall process such Food Waste pursuant to the terms of this Contract.

ARTICLE V: PAYMENTS TO CONTRACTOR AND TO THE CITY

Section 5.01: Compensation

Payments by the City to Contractor and payments by Contractor to the City shall be made in accordance with the schedule of fees and rates shown in more detail in attached Exhibit C, Schedule of Fees and Rates.

Section 5.02: Payments to Contractor

City will pay Contractor on a monthly basis for Tipfees owed to the Contractor for City-delivered Compostable Material, with payments made within 30 days after receipt of invoice. Contractor will invoice on a monthly basis, with billings based on tonnage information collected by the City.

Section 5.03: Payments to City

Contractor will deduct the amount of any credits for Merchant Organics and/or Mulch/Compost Sales from City payments owed to the Contractor on a monthly basis. At any time, the City may require the Contractor to pay the amount of any credits in the form of a check, and not a credit to other billings. The payments will be made within 30 days of receipt of a monthly invoice from the City.

Section 5.04: Information to be Included with Invoices.

The City will operate the Scalehouse and provide an electronic summary of all Compost Site loads to the Contractor monthly. Contractor shall use the load information provided by the City as the basis for preparing its invoice to the City. Monthly Contractor invoices shall be prepared in a format agreed upon by the City, but at a minimum shall show tonnage delivered by the City, tonnage delivered by third-parties, cubic yardage of compost and mulch distributed during the month, and tip fees or credits owed for each.

Section 5.05: Late Payments.

If either Party makes a payment or provides a credit more than thirty (30) Days after its due date or has withheld payment or credit of any amount in dispute, the prevailing Party shall be entitled to the late payment or disputed amount (or the portion determined to be due) plus interest on the amount to be paid from the date which the amount was due to the date of payment, at the interest rate equal to the Chase Manhattan (Bank) prime rate in effect from time to time during the period that the payment was withheld, plus one percent (1%).

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

The date a bill or payment is overdue is computed by determining the date the party to whom payment is owed supplied the other party with all required documentation and information for the payment and then adding the contractual time period for payment of that particular bill or payment.

ARTICLE VI: SHUTDOWNS AND REDUCTIONS IN CAPACITY

Section 6.01: Shutdowns or Reductions in Capacity Caused By Uncontrollable Circumstances

(a) During periods of Uncontrollable Circumstances, the City and Contractor shall attempt to divert any Compostable Material that cannot be accepted by the Compost Site to an appropriate off-site composting location. When the Contractor resumes normal operation, the City shall within a reasonable time resume normal delivery of Compostable Material to the Compost Site. If the shutdown is due to the actions or omissions of the Contractor, its officials, employees or agents, Contractor will be responsible for any additional costs. Otherwise, City will pay additional costs.

(b) If the shutdown is due to the actions or omissions of a third party that delivers materials to the compost site pursuant to an arrangement with the Contractor, then the Contractor shall be responsible for any additional costs. Nothing in Section 7.02a shall preclude the City or Contractor from action against a third party to recover costs.

(c) The Contractor shall continue to be responsible for the security and protection of the Compost Site during the period of shutdown.

(d) After any shutdowns, Contractor and the City shall use their best efforts to resume normal operation of the Compost Site as soon as practicable.

(e) Notice of Uncontrollable Circumstances shall be provided in accordance with Article 14.01.

Section 6.02: Insurance Benefits

If insurance benefits are paid as a result of any shutdown or reduction in capacity of the Compost Site, the benefits shall be paid for the benefit of each Party as its interest may appear, and the benefits shall correspondingly reduce any obligation either Party may have to the other.

Section 6.03: Covenant to Continue Work

During resolution of any dispute under this Contract and subject to the provisions of Article VII, the Contractor and the City shall each continue to perform all of their respective obligations under this Contract without interruption or slow down.

ARTICLE VII: MARKETING

Section 7.01: Reporting Requirements

Contractor shall respond to any reasonable inquiry of the City for information related to marketing of Products.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

ARTICLE VIII: INSURANCE, SAFETY AND LOSS CONTROL

Section 8.01: Contractor's Insurance

(a) The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

(i) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 each policy limit

(ii) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

(iii) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

(iv) Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

(b) Insurance required under 8.01.A.2 and 8.01.A.3 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

(c) In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

(d) Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by AM. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

(e) To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this Agreement.

Section 8.02: No Limitation

Nothing contained in this Article VIII or in this Contract shall be construed or deemed as limiting either Party's obligations under this Contract to pay damages or other costs and expenses as may be specifically provided for in other Articles of this Contract.

Nothing contained in this Article VIII or in this Contract shall be construed or deemed as limiting the City's governmental immunity.

ARTICLE IX: INDEMNIFICATION AND WAIVER

Section 9.01: Indemnification

The Parties acknowledge that this Contract contemplates the Contractor acting on behalf of the City and as its agent in connection with the operation and maintenance of the Compost Site to be owned by the City. Accordingly, the Contractor agrees, to the extent permitted by law, that it shall defend, indemnify and hold harmless the City, its officers, agents, servants, and employees against and from all suits, losses, demands, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the City or any of its officers, agents, servants and employees may be subjected by reason of injury to the person or property of others resulting from the performance of the Contract. It shall further defend, indemnify and hold harmless the City, its

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material provider or laborer who has performed work or furnished materials in or about the Contract or by, or on account of, any claims or amount recovered for an infringement of patent, trademark or copyright.

Section 9.02: Payment and Defense

Any obligation of a Party to act under this Article IX shall commence upon notice of any claim, charge or demand of potential liability, loss, fine, penalty or charge against any Contractor or City Indemnified Party. The Party responsible for payments under the indemnities contained in this Article IX may elect to defend any liability, loss, fine, penalty or charge with its counsel and may settle any matter by applying the settlement; provided however, no payment, confession of judgment, or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent, and the City further reserves the right to select its own counsel in defense of the matter. Any obligation of a party to make payment under this Article IX shall become due and payable when and as any liability, loss, fine, penalty or charge incurred by the Contractor or City Indemnified Party becomes due and payable. Time is of the essence in the performance of the obligations under the Article IX.

Section 9.03: Survival

This Article IX shall survive termination of this Contract.

ARTICLE X: EVENTS OF DEFAULT

Section 10.01: Remedies for Default

Each Party shall have the right to terminate this Contract for cause where there is an Event of Default on the part of the other Party. Absent an Event of Default, neither Party may terminate this Contract and the Parties shall be limited to damages, reimbursement, and other relief explicitly provided by this Contract, unless the Contract otherwise specifically provides. If the City declares an Event of Default by Contractor, the City may elect not to immediately terminate this Contract but to collect damages in accordance with the Contract. The failure of the City to immediately terminate either Contract shall not prevent the City from later terminating Contract.

Section 10.02: Events of Default by Contractor

Each of the following shall constitute an Event of Default of the part of the Contractor:

(a) The failure by Contractor to fulfill, substantially in accordance with this Contract, any of Contractor's obligations under this Contract unless the failure or refusal can be excused or justified by an Uncontrollable Circumstance or default or failure or refusal to act by City. Such failure shall include but is not limited to the failure on the part of the Contractor to pay any undisputed amount required to be paid to the City under this Contract within thirty (30) Days after the amount becomes due and payable.

(b) Repeated substantial defaults or breaches of this Contract including representations, warranties or covenants by the Contractor. Despite each individual default or breach being eventually cured, such repeated substantial defaults or breaches constitutes an independent Event of Default for which the Contractor shall not have any further opportunity to cure the default.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

(c) The filing against Contractor of an involuntarily petition for bankruptcy, reorganization, or insolvency under the Federal Bankruptcy Code or under the laws of any other jurisdiction, if the petition is not discharged and/or withdrawn within sixty (60) Days of the date of the filing. Promptly upon the filing of any petition for involuntary bankruptcy, Contractor shall provide the City with all of the pertinent details relating to the petition(s), Contractor's most recent audited and unaudited financial statements, and any other information and data which are available and, as promptly as practicable, the other information and data requested by the City and deemed necessary for review. If the City shall determine from its review, in its sole and absolute discretion, that the petition lacks merit or Contractor has sufficient assets to pay all of its liabilities as they become due, the City may forbear from declaring an Event of Default.

(d) Contractor ceasing to pay its debts, unless contested in good faith, as they mature, or the written admission by Contractor that it is insolvent or bankrupt, or the filing by Contractor of a voluntary petition under the Federal Bankruptcy Act or under the laws of any other jurisdiction, or the consent or acquiescence by Contractor to the appointment by a court of a receiver, liquidator, or City Treasurer for all or a substantial portion of its property or business, or the making by Contractor of any arrangements with it for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of who designated, of all or a substantial portion of Contractor's property and assets.

No act shall constitute an Event of Default under Section 10.02 unless and until:

(i) City has given written notice to the Contractor by certified mail, return receipt requested, specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Contract on the part of the Contractor, and

(ii) The Contractor has not corrected the default or has not taken adequate steps to promptly correct the same within thirty (30) Days from the date of receipt of the notice.

Section 10.03: Events of Default by the City

Each of the following shall constitute an Event of Default on the part of the City:

(a) The failure of the City to fulfill its obligations substantially in accordance with the terms of this Contract unless the failure or refusal can be excused or justified by an Uncontrollable Circumstance or default or failure or refusal to act by Contractor.

(b) The persistent and repeated failure on the part of the City to pay any undisputed amount required to be paid to Contractor under this Contract within thirty (30) Days after the amount becomes due and payable unless the failure or refusal can be excused or justified by an Uncontrollable Circumstance or default or failure or refusal to act by Contractor.

No act shall constitute an Event of Default under Section 10.03 unless and until:

(i) Contractor has given written notice to the City by certified mail, return receipt requested, specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Contract on the part of the City, and

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

(ii) The City has not corrected the default or has not taken adequate steps to promptly correct the same within thirty (30) Days from the date of receipt of the notice.

Section 10.04: Performance Bond

A Performance Bond will be required from the successful bidder as follows:

A Performance Bond to the City of Ann Arbor for 50% of the bid amount accepted for the first year of the Contract. The City and Contractor agree that the amount of the bond is \$_____.

The Performance Bond shall be executed on a form supplied by the City in a manner and by a Surety Company duly authorized to issue performance bonds in Michigan and satisfactory to the City Attorney.

ARTICLE XI: TERMINATION

Section 11.01: Mitigation

Contractor and the City agree that in the event one Party terminates the other Party due to an Event of Default, the injured Party is entitled to all rights and benefits of this Contract; provided, however, that the injured Party is obligated, to the extent not detrimental to its interests, to mitigate its damages, costs and expenses.

Section 11.02: Termination by the City

If the City terminates this Contract for an Event of Default on the part of Contractor, Contractor shall:

- (a) promptly vacate the Compost Site, if requested to do so by the City.
- (b) pay to the City the actual quantifiable damages resulting from the breach and subsequent termination.
- (c) pay to the City liquidated damages for non-quantifiable damages in the amount of twenty-five thousand dollars (\$25,000) in addition to any liquidated damages due the City for violation of Section 14.03 A. (Nondiscrimination) of this Contract.

Section 11.03: Termination by Contractor

If Contractor terminates this Contract for an Event of Default on the part of the City then the City shall:

- (a) pay to the Contractor the payments, if any, due and payable, for all work performed to the date of termination.
- (b) pay to the Contractor consequential damages incurred by Contractor in connection with the termination, including reasonable cancellation charges, if any, from Contractors, Subcontractors, major equipment vendors, or suppliers, but not including any overhead costs.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

- (c) Contractor shall pay the City all damages or payments otherwise due.

ARTICLE XII: MICHIGAN FREEDOM OF INFORMATION ACT

The Contractor understands that material submitted to the City is subject to disclosure under the Michigan Freedom of Information Act.

ARTICLE XIII: REPRESENTATIONS

Section 13.01: Representations of the City

The City represents that:

- (a) The City is a Michigan municipal corporation and a home rule city. It is authorized to carry out the governmental functions and operations as contemplated by this Contract.

Section 13.02: Representations of Contractor

Contractor represents that:

- (a) It is a _____ company organized, validly existing, and in good standing under the laws of the State of _____ and is authorized to do business in the State of Michigan.

(b) It has full power and authority to enter into, and be bound by, the terms and conditions of this Contract, and any documents, contract or instrument executed pursuant to them.

(c) It has been authorized to enter into the transactions contemplated by this Contract and no further corporate action is necessary.

(d) It has the power, authority and legal right to enter into and perform and be bound by the terms of this Contract. Further, the execution, delivery and performance of this Contract:

- (i) has been authorized,
- (ii) has the requisite approval of any necessary governmental bodies,
- (iii) will not violate any judgment, order, law or regulation, and
- (iv) does not constitute a default under any obligation or result in the creation of any lien, charge, or encumbrance to which Contractor is a Party of by which Contractor or its assets may be bound or affected.

(e) THERE ARE NO PENDING OR THREATENED ACTIONS OR PROCEEDINGS BEFORE ANY COURT OR ADMINISTRATIVE AGENCY THAT WOULD MATERIALLY AFFECT THE ABILITY OF CONTRACTOR TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

ARTICLE XIV: MISCELLANEOUS

Section 14.01: Uncontrollable Circumstances

(a) Except as provided in Article VI:

(i) Each Party to this Contract will be excused for failure or delay in performance of any act required herein by reason of an Uncontrollable Circumstance, except that no Party shall be excused from making payments required by this Contract as adjusted for output affected by the Uncontrollable Circumstance.

(ii) Each Party shall assume the risk for all losses and damages directly incurred by them, except as otherwise explicitly set forth in this Contract, which arise out of an Uncontrollable Circumstance. Neither Party shall be entitled to recover from the other lost revenues due to any Uncontrollable Circumstance.

(iii) The Party asserting that an Uncontrollable Circumstance exists shall, as a condition precedent to the right to claim the benefits resulting therefrom, notify the other Party of the Uncontrollable Circumstance promptly after becoming aware of the Uncontrollable Circumstance, and in any event not more than thirty (30) Days after its occurrence, and shall, within fifteen (15) Days of the initial notice, provide a written notice of: (i) all relevant information regarding the nature and duration of the Uncontrollable Circumstance; (ii) the effect, if any, on either Party's obligations under this Contract; and (iii) available means of mitigation or saving costs as a result of the event. Each Party shall continue to keep the other Party advised with respect to the anticipated impact of an Uncontrollable Circumstance. In the event notice is not given within the thirty (30) Day period, the Party which is affected by the Uncontrollable Circumstance shall lose all right to claim to be excused from performance in any way as a result of the Uncontrollable Circumstance.

Section 14.02: Compost Site Access

During the term of this Contract, the City and its representatives, invitees and representatives of regulatory agencies shall have the right of access to the Compost Site provided that the visitation shall be conducted in a manner so as to minimize interference with Contractor's performance and operations and the invitees are accompanied by a Registered City Representative.

Contractor shall host public education tours of the Compost Site at the City's request. Up to ten (10) tours per year may be conducted, with each tour up to one (1) hour in length as directed by the City. Tours will be conducted with prior notice to the Contractor of at least five (5) working days and completed during contracted hours of operation. Tours shall be conducted in a manner so as to minimize interference with Contractor's performance and operations and the invitees are accompanied by a Registered City Representative.

Section 14.03: Compliance Requirements

(a) **Nondiscrimination.** The Contractor agrees to comply with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity to all.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

(b) **Living Wage.** The Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Contract a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Contract are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Section 14.04: Assignment.

This Contract shall be binding on Contractor and its successors and assigns. Neither Party to the Contract shall assign this Contract, nor any document or instrument executed in connection to them without the written consent of the other. Notwithstanding the foregoing, the City is permitted to assign these Contracts, and any related documents and instruments to the State of Michigan or an agency of the State of Michigan.

Section 14.05: Subcontracts, Assignment, and Default

Contractor shall insure that all contracts and subcontracts with Contractors, Subcontractors, Suppliers, and Major Equipment Vendors are assignable to the City and contain appropriate penalties for default. In the event of a termination of Contractor by the City, copies of all the contracts or subcontractors shall be promptly delivered to the City. Additionally, Contractor shall use its best efforts to have the contracts and subcontracts include the best available warranties and guarantees of service, materials, and equipment, and each contract and subcontract shall provide that in the event the contract or subcontract is assigned to the City, the City shall have access to the Contractor's file relating to its work under the contract as Contractor had prior to assignment.

Section 14.06: Notices

All notices, requests and other communications shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at the addresses; provided, if the notices, demands, request, or other communications are sent by mail they shall be deemed as given on the third Day following the mailing which is not a Saturday, Sunday, or Day on which United States Mail is not delivered:

- (a) If to the City:

Solid Waste Manager
City of Ann Arbor
301 East Huron Street
Ann Arbor, Michigan 48104

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

(b) If to the Contractor:

Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice signed on behalf of the notifying Party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of the Party by a duly authorized officer or employee.

Any notice period which expires on a Saturday or Sunday or a day the City is not open for regular business, shall instead expire on the next Business Day.

Section 14.07: Relationship of the Parties

Neither Party to this Contract shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other Party. Nothing in this Contract shall render either Party a partner, agent or representative of the other Party or create any fiduciary relationship between the Parties.

Section 14.08: Waiver

Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair the right or be construed to be a waiver, so that right may be exercised from time to time and as may be deemed expedient. Any waiver is only effective if in writing and signed by the Party granting the waiver. If any provision, responsibility, warranty, or covenant contained in this Contract is breached by either Party and thereafter waived by the other Party, the waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Contract.

Section 14.09: Amendment.

This document may not be amended except by written Amendment signed by the authorized representatives of all Parties.

Section 14.10: Authorized Representative

Each Party shall identify an authorized representative to be primarily responsible for the interests of that Party. The City Administrator's Designee shall be the City's representative under this Contract. The designated facility manager shall be Contractor's representative. The City and Contractor shall give notice to the other if either elects to change its authorized representative.

Section 14.11: Contract Governed by Michigan Law

This Contract shall be governed by the laws of the State of Michigan.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

Section 14.12: No Other Contract

All negotiations, proposals and contracts prior to the date of this Contract are void. There are no contracts or understandings other than those written or specified in this Contract. This Contract constitutes the entire contract between the City and the Contractor with respect to the operation and maintenance of the Compost Site.

Section 14.13: Successors and Assigns.

This Contract shall be binding upon and inure to the benefit of the respective successors, assigns, administrators, and trustees of the City and Contractor.

Section 14.14: Execution of Documents

This Contract may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute by one and the same instrument.

Section 14.15: Severability

In the event that any provision of this Contract in any respect shall, for any reason, be determined to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith for amendments, modifications or supplements of or to this Contract or other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties as reflected in the Contract. The other terms of this Contract shall remain in full force and effect.

IN WITNESS of this Contract:

CITY OF ANN ARBOR

CONTRACTOR

By _____

By _____

By _____

By _____

Approved as to Substance:

Approved as to Form:

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

Exhibit A

Stormwater Pollution Prevention Plan (SWPPP)

FACILITY NAME:

Ann Arbor Municipal Compost Center

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

TABLE OF CONTENTS

- 1.0 General Facility Information
- 2.0 Storm Water Pollution Prevention Team
- 3.0 Site Map

- 4.0 Significant Materials
 - 4.1 Inventory of Exposed Significant Materials
 - 4.2 Description of Industrial Activities & Significant Material Storage Areas
 - 4.3 List of Significant Spills
 - 4.4 Summary of Sampling Data
 - 4.5 Actions Taken to Investigate Illicit Connections

- 5.0 Non-Structural Controls
 - 5.1 Preventative Maintenance Program
 - 5.2 Housekeeping Procedures
 - 5.3 Comprehensive Site Inspection & Visual Assessments of Storm Water Discharges
 - 5.4 Material Handling & Spill Prevention / Clean-Up Procedures
 - 5.5 Soil Erosion & Sedimentation Control Measures
 - 5.6 Employee Training Program
 - 5.7 TMDL Requirements
 - 5.8 List of Significant Materials Still Present

- 6.0 Structural Controls
- 7.0 Non-Storm Water Discharges
- 8.0 Annual Review
- 9.0 Industrial Storm Water Certified Operator Update
- 10.0 Record Keeping
- 11.0 SWPPP Certification
- 12.0 Figure 1 – Facility Site Map
- 13.0 Table 1 – Significant Material Inventory and Description of Industrial Activity or Significant Material Storage Areas
- 14.0 Visual Assessment Procedures
- 15.0 Table 2 – Spill Kit Inventory
- 16.0 Routine Inspection Form
- 17.0 Comprehensive Site Inspection Form
- 18.0 Visual Assessment Report Form
- 19.0 Employee Training Form
- 20.0 Annual SWPPP Review Report Form
- 21.0 DEQ Spill or Release Report

1.0 GENERAL FACILITY INFORMATIONFacility Information:

- Name of Facility: **Ann Arbor Municipal Compost Center**
- Facility Address: **4170 Platt Road, Ann Arbor, Michigan 48108**
- County: **Washtenaw**
- Standard Industrial Classification (SIC) Code: **N/A**
- Owner or Authorized Representative: **City of Ann Arbor**

Facility Contact Information:

- Name: **Christina Gomes**
- Title: **Recycling & Solid Waste Coordinator**
- Telephone: **734-794-6430 x43707**
- Email Address: **cgomes@a2gov.org**
- Mailing Address: **301 E. Huron St., 4th Floor, Ann Arbor, MI 48107**

Facility Contact information to be aware of:

The "Facility Contact" was specified in the application. The permittee may replace the facility contact at any time, and shall notify the Department in writing within 10 days after replacement (including the name, address, email address, if available, and telephone number of the new facility contact).

- a) The facility contact shall be (or a duly authorized representative of this person):
 - for a corporation, a principal executive officer of at least the level of vice president, or a designated representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the permit application or other NPDES form originates,
 - for a partnership, a general partner,
 - for a sole proprietorship, the proprietor, or
 - for a municipal, state, or other public facility, either a principal executive officer, the mayor, village president, city or village manager, or other duly authorized employee.
- b) A person is a duly authorized representative only if:
 - the authorization is made in writing to the Department by a person described in paragraph a. of this section; and
 - the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the facility (a duly authorized representative may thus be either a named individual or any individual occupying a named position).

Certified Storm Water Operator Information:

- Name: **Jennifer Lawson, CSM**
- Certification Number & Expiration Date: **#11373 exp. 2022**
- Telephone: **734-794-6430 x43735**
- Email Address: **jlawson@a2gov.org**
- Is the Certified Operator an employee at the facility: Yes No
 - If the answer to the above question is "No" then include the Certified Operator's business name and mailing address: **Systems Planning, 301 E. Huron St., 4th Floor, Ann Arbor, MI 48107**

Permit Information:

- General Permit Number:
- Certificate of Coverage (COC) or Individual Permit Number: **MI0053856**
- COC or Individual Permit Effective Date of Coverage: **September 26, 2001**
- Receiving Waters: **Huron River. Compost Center Site: Swift Run**
- Required Monitoring: Yes No
- Identify the Total Daily Maximum Load (TMDL) listed on COC: **Biota (Swift Run, Malletts Creek), Phosphorus (Ford and Belleville Lakes), E. Coli (Geddes Pond)**

Brief Industrial Activity Description: **The City of Ann Arbor operates its citywide composting program from the Municipal Compost Center at 4170 Platt Road. Major activities at the center include receiving**

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

and unloading incoming compostable material, moving material to processing areas for composting, turning compost windrows, screening finished compost, loading and unloading materials for delivery.

If this facility is a seasonal facility describe the seasonal operation and what months the facility will be operating: ***The facility accepts compostable materials year-round.***

2.0 STORM WATER POLLUTION PREVENTION TEAM

The storm water pollution prevention team is responsible for developing, implementing, maintaining, and revising this SWPPP. The members of the team and their primary responsibilities (i.e. implementing, maintaining, record keeping, submitting reports, conducting inspections, employee training, conducting the annual compliance evaluation, testing for non-storm water discharges, signing the required certifications) are as follows:

Name & Title	Responsibility
<i>Jennifer Lawson</i>	<i>Water Quality Manager</i>
<i>Christina Gomes</i>	<i>Recycling & Solid Waste Coordinator</i>
<i>Paul Matthews</i>	<i>Assistant Public Works Manager</i>
<i>Pat Maino</i>	<i>Public Works Supervisor, Stormwater</i>
<u>Space to list additional members and their responsibility if necessary:</u> <i>Kirk Pennington – Public Works Supervisor, Solid Waster</i>	

3.0 SITE MAP

Preparing a site map or sketch is the first step in assessing the facility. See the DEQ Industrial Storm Water Certified Operator Training Manual for additional information.

The facility's site map includes all applicable items listed in the permit, which include:

- 1) Buildings and other permanent structures
- 2) Storage or disposal areas for significant materials
- 3) Secondary containment structures and descriptions of what they contain in the primary containment structures
- 4) Storm water discharge points (which include outfalls and points of discharge), numbered or otherwise labeled for reference
- 5) Location of storm water and non-storm water inlets (numbered or otherwise labeled for reference) contributing to each discharge point
- 6) Location of NPDES permitted discharges other than storm water
- 7) Outlines of the drainage areas contributing to each discharge point
- 8) Structural runoff controls or storm water treatment facilities
- 9) Areas of vegetation (with brief description such as lawn, old field, marsh, wooded, etc.)
- 10) Areas of exposed and/or erodible soils and gravel lots
- 11) Impervious surfaces (roofs, asphalt, concrete, etc.)
- 12) Name and location of receiving waters
- 13) Areas of known or suspected impacts on surface waters as designated under Par 201 (Environmental Response) of the NREPA.

SEE FIGURE 1 FOR FACILITY SITE MAP

4.0 SIGNIFICANT MATERIALS

Definition: Significant materials are any material which could degrade or impair water quality, including but not limited to:

- ✓ Raw Materials
- ✓ Fuels

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

- ✓ Solvents
- ✓ Detergents
- ✓ Plastic pellets
- ✓ Finished materials (i.e. metallic products)
- ✓ Hazardous Substances designated under section 101(14) of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), see 40 CFR 372.65
- ✓ Any chemical the facility is required to report pursuant to section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA)
- ✓ Polluting Materials – Oil and any material, in solid or liquid form, identified as polluting material under the Part 5 Rules (Rules 324.2001 through 324.2009 of the Michigan Administrative Code)
- ✓ Hazardous Wastes as defined in Part 111 of the Michigan Act
- ✓ Fertilizers
- ✓ Pesticides
- ✓ **Waste Products** (i.e. ashes, slag, sludge, *plant waste*, *animal waste*)

During the significant materials identification phase, all sources of potential storm water contamination need to be identified. Both the inside and outside of the facility must be inventoried to determine the materials and practices that may be sources of contamination to storm water runoff. Note the identification phase must address residual contaminants which may be found on items stored outside.

4.1 Inventory of Exposed Significant Materials

The permit requires a general inventory of significant materials that could enter storm water. For each material listed the SWPPP shall include the ways in which each type of material has been or has reasonable potential to become exposed to storm water (e.g. spillage during handling; leaks from pipes, pumps, or vessels; contact with storage piles, contaminated materials or soils; waste handling and disposal; deposits from dust or overspray; etc.). In addition, the SWPPP must identify the inlet(s) spilled significant materials may enter and the discharge point(s) through which the spilled significant material may be discharged.

Sediments and nutrients are the only significant materials exposed to stormwater. The compost windrows, which are not covered or contained, are the main contributor on site of compostable materials to runoff. All stormwater runs over into detention basins.

- ***Basin 1 captures stormwater from the south of the railroad bed. Stormwater flows into a vegetated swale before entering the basin. It discharges to Swift Run.***
- ***Basin 2 captures stormwater from the area north of the railroad bed. It discharges to Swift Run.***
- ***Basin 3 captures stormwater from the compost building roof and parking area. It discharges to Malletts Creek.***
- ***Basin 4 captures stormwater runoff from a smaller composting area, as well as runoff from the Materials Recovery Facility (MRF), which is covered under a separate industrial stormwater permit. Basin 4 drains to Malletts Creek.***

SEE TABLE 1 FOR SIGNIFICANT MATERIAL INVENTORY

4.2 Description of Industrial Activities & Significant Material Storage Areas

The permit requires industrial facilities to evaluate the reasonable potential for contribution of significant materials to storm water runoff from at least the following areas or activities:

- 1) Loading, unloading, and other material handling operations
- 2) Outdoor storage including secondary containment structures
- 3) Outdoor manufacturing or processing activities
- 4) Significant dust or particulate generating processes
- 5) Discharge from vents, stacks, and air emission controls
- 6) On-site waste disposal practices
- 7) Maintenance and cleaning of vehicles, machines, and equipment

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

- 8) Areas of exposed and/or erodible soils
- 9) Sites of Environmental Contamination listed under Part 201 (Environmental Response) of the NREPA
- 10) Areas of significant material residues
- 11) Areas where animals congregate (wild or domestic) and deposit wastes
- 12) Other areas where storm water may contact significant materials

For each applicable item, the permit requires a written description of the specific activity or storage area. Along with the written description of the activities or storage areas, a description of the significant materials associated with those items must be included.

Several vehicles are stored at the parking area outside the compost facility building. No vehicle maintenance occurs on site.

There is one dumpster located in the composting area. The dumpster contains refuse only and is covered.

SEE TABLE 1 FOR INDUSTRIAL ACTIVITY AND SIGNIFICANT MATERIAL STORAGE AREA DESCRIPTIONS

4.3 List of Significant Spills

The permit requires a list of significant spills and significant leaks of polluting materials that occurred at areas that are exposed to precipitation or that otherwise discharge to a point source at the facility. The listing shall include spills that occurred over the three years prior to the effective date of a certificate of coverage authorizing discharge under the General Permit. The listing shall include the date, volume, exact location of release, and actions taken to clean up the material and/or prevent exposure to storm water runoff or contamination of surface waters of the state. Any release that occurs after the SWPPP has been developed shall be controlled in accordance with the SWPPP and is cause for the SWPPP to be updated as appropriate within 14 calendar days of obtaining knowledge of the spill or loss. If there have been no spills of polluting materials, state that in this section.

Question: Have there been any significant spills or significant leaks of polluting materials in the last 3 years?

Yes No

- If the answer above is "Yes" then input the applicable information in the table below:

Significant Spills and Significant Leaks of Polluting Materials Table		
Location & Date	Material & Volume	Corrective Actions Taken
<i>Area in front of compost center equipment storage building (4170 Platt Road)</i>	<i>~20 gallons raw sewage</i>	<i>The impacted area was cleaned and treated with a powdered lime to neutralize and accelerate the decomposition of any remaining sewage.</i>

4.4 Summary of Sampling Data

The permit requires a summary of existing storm water discharge sampling data (if available) describing pollutants in storm water discharges associated with industrial activity at the facility. The summary shall be accompanied by a description of the suspected sources of the pollutants detected. (If there is no storm water discharge sampling data, state that in this section.)

Question: Is there any storm water discharge sampling data available? Yes No

- If the answer to the above question is "Yes" then summarize the information below and maintain the data with the SWPPP file.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

Summary of Sampling Information: ***A 2012 stormwater management study conducted by Cardno JFNew for the City of Ann Arbor's Municipal Compost Facility showed water quality for both detention ponds at the site as well as that entering Swift Run Creek that runs adjacent to the facility to be meeting its NPDES permit requirements and the TMDL load reductions for the Swift Run and Ford and Belleville Lake TMDLs. This conclusion was demonstrated by comparing the data collected in this study with 1) data collected by the Huron River Watershed Council (HRWC) at the mouth of Swift Run between 2008 and 2011; 2) Huron River tributary sampling by the HRWC and 3) runoff water quality data from other compost facilities. Based on these comparisons, the study found that the larger municipal site does not contribute nutrients, suspended solids or E.coli to Swift Run at a rate greater than the rest of the Swift Run watershed. There is some evidence that some phosphorus, total kjeldahl nitrogen (TKN) and E.coli enrichment makes its way to Swift Run from the compost ponds and the leased agricultural area on this site. However, this nutrient enrichment is on the same order as other urban and agricultural runoff in the Ann Arbor area.***

4.5 Actions Taken to Investigate Illicit Connections

The permit requires that the SWPPP include a description of the actions taken to identify and eliminate illicit connections to the storm sewer system. All illicit connections to Municipal Separate Storm Sewer Systems (MS4s) or waters of the state should be permanently plugged or re-routed to the sanitary sewer system, in accordance with the authorization from the local Wastewater Treatment Plant. Any discharge from an illicit connection is a violation of the conditions of this permit.

Actions taken to investigate and eliminate any illicit connections to the storm sewer system:

There is one restroom on site, and the facility has been inspected for illicit connections, both inside and outside. All sanitary activities have been found to be correctly connected to the sewer system and there no unknown connections have been found.

5.0 NON-STRUCTURAL CONTROLS

Non-structural controls are practices that are relatively simple, fairly inexpensive, and applicable to a wide variety of industries or activities. Non-structural controls are intended to reduce the amount of pollution getting into the surface waters of the state and are generally implemented to address the problem at the source. They do not require any structural changes to the facility. These are typically everyday types of activities undertaken by employees at the facility. Many facilities may already have nonstructural controls in place for other reasons. The permit requires that the SWPPP shall, at a minimum, include each of the following non-structural controls:

5.1 Preventative Maintenance Program (Routine Inspection Program)

The permit requires written procedures and a schedule for routine preventive maintenance which includes inspection and maintenance of storm water management and control devices (e.g. cleaning of oil/water separators and catch basins) as well as inspecting and testing plant equipment and systems to uncover conditions that could cause breakdowns or failures resulting in discharges of pollutants to surface waters. Generally the focus of this permit requirement is on exterior items. A written report of the inspection and corrective actions shall be maintained on file and shall be retained for three years. See the DEQ Industrial Storm Water Certified Operator Training Manual for additional information.

The Routine Inspection Form is in Section 16.0.

If this requirement is addressed in other facility procedures, reference those procedures here: ***City of Ann Arbor staff shall conduct a site walk-through every month to inspect areas with high potential for stormwater contamination and to ensure good housekeeping procedures are being implemented. The city will maintain a log of inspection activities and corrective measures required.***

5.2 Housekeeping Procedures (Routine Inspection Program)

The permit requires that the SWPPP include written procedures and a schedule to implement routine good housekeeping inspections to maintain a clean, orderly facility. Good housekeeping inspections are intended to

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

reduce the potential for significant materials to come in contact with storm water. The routine good housekeeping inspections should be combined with the routine inspection for the preventative maintenance program. Generally the focus of this permit requirement is on exterior areas. A written report of the inspection and corrective actions shall be maintained on file and shall be retained for three years. See the DEQ Industrial Storm Water Certified Operator Training Manual for additional information.

The Routine Inspection Form is in Section 16.0.

If this requirement is addressed in other facility procedures, reference those procedures here: ***Exposed areas of the site, especially those that are potential sources of pollutants, are maintained in a clean, orderly manner to the extent possible. Specific good housekeeping control measures at the Facility are: Routine visual inspections of the portable fuel tank and other containers are; Employees visually observe the status of all storage containers and facility equipment for signs of leaks or other abnormalities during the course of their normal workday; Spills and leaks at the facility are cleaned up promptly, using dry methods; Trash is placed in appropriate receptacles, and lids of trash dumpsters are kept closed; By maintaining compost materials at the facility in a clean, orderly manner, stormwater is prevented from washing away pollutants out of designated areas.***

The table below describes the Routine Inspection Program Procedures:

Routine Inspection Program Procedures Table		
Description of Area or Equipment Inspected	Tasks Performed During Inspection	Frequency of Inspection
<i>Compost windrows</i>	<i>Ensure windrows are neat</i>	<i>Monthly</i>
<i>Vegetated buffers</i>	<i>Maintain buffers around detention basins and swales to slow flow and reduce sedimentation to pond. Post “no mowing” signs.</i>	<i>Monthly</i>
<i>Detention basins</i>	<i>Dredge detention basins as needed to maintain functionality.</i>	<i>Monthly</i>
<i>Portable Diesel Fuel Tank</i>	<i>Ensure no leaks or spills present. Confirm spill kit is present and stocked.</i>	<i>Monthly</i>

5.3 Comprehensive Site Inspection & Visual Assessments of Storm Water Discharges

The permit requires written procedures and a schedule for comprehensive site inspection. The inspections shall include but not be limited to, the areas and equipment identified in the preventive maintenance program and good housekeeping procedures. The inspection shall also include a review of the routine preventive maintenance reports, good housekeeping inspections reports, and any other paperwork associated with the SWPPP. The comprehensive site inspection shall be conducted by the Industrial Storm Water Certified Operator ***quarterly***. At a minimum one inspection shall be performed within each of the following quarters: ***January*** – March, ***April*** – June, ***July*** – September, and ***October*** – December.

The permittee may request Department approval of an alternate schedule for comprehensive site inspections. Such a request may be made if the permittee meets the following criteria: the permittee is in full compliance with the permit, the permittee has an acceptable SWPPP, the permittee has installed and/or implemented adequate structural controls at the facility, the permittee has all required inspection reports available at the facility, and the permittee has an Industrial Storm Water Certified Operator at the facility.

A report of the comprehensive site inspection results shall be prepared and retained for three years. The report shall include the following information:

- ✓ Date of the inspection
- ✓ Name(s), title(s), and certification number(s) of the personnel conducting the inspection
- ✓ Precipitation information (i.e. a description of recent rainfall or snow met events)
- ✓ All observations relating to the implementation of control measures

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

- ✓ Any required revisions to the SWPPP resulting from the inspection
- ✓ A certification stating the facility is in compliance with this permit and the SWPPP, or, if there are instances of noncompliance, they are identified

The Comprehensive Site Inspection Form is in Section 17.0.

Comprehensive site inspection schedule:

Quarterly: January, April, July, October

Comprehensive site inspection written procedures:

The Industrial Storm Water Certified Operator will perform the comprehensive site inspections. All areas and items identified in Routine Inspection Procedures Table are included in the comprehensive site inspections. In addition all paper work associated with the routine inspections will be reviewed. The comprehensive site inspection report form will include a compliance certification statement. List any additional details (if necessary) related to the comprehensive site inspection procedures here:

Visual Assessments of Storm Water Discharges **CHECK YOUR GENERAL PERMIT FOR APPLICABILITY**

The permit requires written procedures and a schedule for quarterly visual assessments of storm water discharges. The visual assessments shall be conducted by the Industrial Storm Water Certified Operator. At a minimum one visual assessment shall be performed within each of the following quarters: January – March, April – June, July – September, and October – December. If the Department has approved an alternate schedule for the comprehensive site inspection, the visual assessment may likewise be conducted in accordance with the same approved alternate schedule.

Visual assessment training/informational tutorials are available on the DEQ, WRD Industrial Storm Water webpage or by clicking on the following links:

- Part 1: https://www.youtube.com/watch?v=rhXbA1R_VZk&feature=youtu.be
- Part 2: https://www.youtube.com/watch?v=AdGziksz_g&feature=youtu.be
- Part 3: <https://www.youtube.com/watch?v=ZiajZM6Avlq&feature=youtu.be>

The Visual Assessment Report Form is in Section 18.0.

Visual Assessment schedule:

Quarterly

SEE SECTION 14.0 FOR THE VISUAL ASSESSMENT PROCEDURES

5.4 Material Handling & Spill Prevention / Clean-Up Procedures

The permit requires a description of material handling procedures and storage requirements for significant materials. Equipment and procedures for cleaning up spills shall be identified in the SWPPP and made available to the appropriate personnel. The procedures shall identify measures to prevent spilled materials or material residues on the outside of the containers from being discharged into storm water.

The SWPPP may include, by reference, requirements of either a Pollution Incident Prevention Plan (PIPP) prepared in accordance with the Part 5 Rules (Rules 324.2001 through 324.2009 of the Michigan Administrative Code); a Hazardous Waste Contingency Plan (HWCP) prepared in accordance with 40 CFR 264 and 265 Subpart D, as required by Part 111 of the Michigan Act; or a Spill Prevention Control and Countermeasure (SPCC) plan prepared in accordance with 40 CFR 112.

Question: Does the facility have any additional material handling & spill / clean-up procedures on file in addition to the SWPPP? No Yes

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

- If the answer is “No” complete the table below
- If the answer is “Yes” then reference the procedures and where they are located here and complete the table below as necessary:

Spills and leaks together are the largest industrial source of storm water pollution. Thus, this SWPPP specifies material handling procedures and storage requirements for significant materials. Equipment and procedures necessary for cleaning up spills and preventing the spilled materials from being discharged have also been identified. All employees have been made aware of the proper procedures. See the DEQ Industrial Storm Water Certified Operator Training Manual for additional information.

The DEQ, WRD Industrial Storm Water program spill report compliance assistance document should be kept with the SWPPP. Download the document from the DEQ, WRD Industrial Storm Water webpage or by clicking on the following link: http://www.michigan.gov/documents/deq/wrd-isw-permit_info-spill-reporting_398791_7.pdf

If material handling and spill prevention / clean-up procedures are not addressed in other facility documents (referenced above) then the table below needs to be completed:

Material Handling & Spill Prevention / Clean-up Procedures Table		
Potential Spill Area	Material Handling & Storage Procedures	Spill Response Procedures & Equipment
<i>Portable Diesel Fuel Tank</i>	<i>Stored outside main building</i>	<i>Spill kits located in fuel tank</i>
<i>Spilling of compostable material throughout facility</i>	<i>Materials neatly kept in windrows</i>	<i>Compost material will be moved to windrows as soon as possible.</i>

SEE TABLE 2 FOR SPILL KIT INVENTORY

5.5 Soil Erosion & Sedimentation Control Measures

The permit requires the identification of areas which, due to topography, activities, or other factors, have a high potential for significant soil erosion. Areas commonly prone to soil erosion are: gravel lots, bare earth or gravel at material handling areas around storm water inlets, areas with concentrated storm water runoff into streams or ditches, and access roads over open streams or ditches. Control measures must be implemented in areas prone to soil erosion and sedimentation. More information on soil erosion and sedimentation control may be obtained from the DEQ, Water Resources Division District Office.

Question: Is dust suppression material used on site? Yes No

- If “Yes” then describe the actions implemented to prevent an unauthorized discharge to the storm sewer system or surface waters of the state:

Question: Are there areas of the site that are prone to soil erosion and/or sedimentation? Yes No

- If “Yes” then complete the table below:

Soil Erosion & Sedimentation Control Measures Table	
Areas Prone to Soil Erosion or Sedimentation	Control Measures Implemented
Space to list additional areas of concerns and control measures if necessary:	

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

5.6 Employee Training Program

The permit requires a description of employee training programs have been implemented to inform appropriate personnel at all levels of responsibility of the components and goals of the SWPPP. Recent modifications to the General Permits have included a requirement for annual employee training. An employee training video is available at the DEQ, WRD, Industrial Storm Water webpage or by clicking on the following link:

<https://www.youtube.com/watch?v=IGqvsztguRA&feature=youtu.be>

Employee training will be a major component in ensuring the success of the facility's SWPPP. The more knowledgeable all employees are about the facility's SWPPP and what is expected of them, the greater the chance that the plan will be effective. The following is a description of the employee training programs to be implemented to inform appropriate personnel at all levels of responsibility of the components and goals of the SWPPP (i.e. good housekeeping practices, spill prevention and response procedures, waste minimization practices, informing customers of facility policies, etc.).

The Employee Training Form is in Section 19.0.

Employee Training Frequency: ***Upon Hire & Annually***

Employee Training Program Description: ***Upon hire, all users of the Municipal Compost Center will:***

- ***View the MDEQ employee training video "Stormwater Employee Training." This video explains the importance of preventing contamination from stormwater runoff and ways employees can be involved at municipal facilities. It is designed to meet the permit requirements for employee training.***
- ***Receive a "Keeping it Clean: Municipal Operations for Clean Water" fact sheet. This fact sheet was developed by SEMCOG.***

5.7 TMDL Requirements

The permit requires that if there is a Total Maximum Daily Load (TMDL) established by the Department for the receiving water, which restricts the discharge of any of the identified significant materials or constituents of those materials, then the SWPPP shall identify the level of control for those materials necessary to comply with the TMDL.

The TMDL means the amount of pollutant load a water body, such as a lake or stream, can assimilate and still meet water quality standards. If a receiving water body does not meet the water quality standards for a specific pollutant, the DEQ will establish the appropriate daily maximum load for that pollutant to allow the water body to again meet water quality standards. If a permitted facility is expected to discharge that specific pollutant in its storm water to that water body, the General Permit requires the facility to list actions it will take to meet that TMDL requirement.

The applicable TMDLs will be identified on the Certificate of Coverage (COC).

See the DEQ, WRD, Industrial Storm Water Webpage for additional TMDL information or click this link for the TMDL compliance assistance document: http://www.michigan.gov/documents/deq/wrd-isw-permit-info-tmdl_398790_7.pdf

Question: Is there a TMDL Requirement listed on the COC? Yes No

- If the answer to the above question is "Yes" then complete the table below:

TMDL Pollutant:	Best Management Practices Implemented to reduce the discharge of the TMDL pollutant:
<i>Biota (Mallets Creek, Swift Run)</i>	<i>Settling of solids in multiple detention ponds, monitoring for dredging needs</i>
<i>Phosphorus (Ford and Belleville Lakes)</i>	<i>Settling of solids in multiple detention ponds, monitoring for dredging needs</i>

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

<i>E. Coli (Geddes Pond)</i>	<i>Native grass buffers around detention ponds to deter geese</i>
Space to list additional TMDL pollutants and BMPs implemented onsite if necessary:	

5.8 List of Significant Materials Still Present

The permit requires the identification of significant materials expected to be present in storm water discharges following implementation of non-structural preventative measures and source controls. Non-structural controls are used to reduce pollutants at the source before they can get into the storm water runoff. In some cases, these types of controls will not be enough. A list of significant materials expected to be present in storm water discharges after implementation of nonstructural controls must be included in the SWPPP. The materials listed below will be addressed through the use of structural controls. (If there will be no significant materials present after the implementation of non-structural controls, state that in this section.)

Significant Material	Location and Control Measure:	Impacted Inlet(s):	Impacted Discharge Point(s):
N/A			

Space available to add addition information if necessary:

6.0 STRUCTURAL CONTROLS

The permit requires that where implementation of non-structural controls does not control storm water discharges in accordance with water quality standards, the SWPPP shall provide a description of the location, function, and design criteria of structural controls for prevention and treatment.

Structural controls may be necessary:

- 1) To prevent uncontaminated storm water from contacting or being contacted by significant materials; or
- 2) If preventive measures are not feasible or are inadequate to keep significant materials at the site from contaminating storm water. Structural controls shall be used to treat, divert, isolate, recycle, reuse, or otherwise manage storm water in a manner that reduces the level of significant materials in the storm water and provides compliance with the Water Quality Standards

Examples of structural controls include the following:

- | | |
|-------------------------------------|---------------------------------|
| ✓ Signs and Labels | ✓ Paving |
| ✓ Safety Posts | ✓ Curbing |
| ✓ Fences | ✓ Drip Pans |
| ✓ Security Systems | ✓ Secondary Containment |
| ✓ Temporary and Permanent Coverings | ✓ Catch Basin Inserts |
| ✓ Storm Water Conveyances | ✓ Detention and Retention Ponds |
| ✓ Diversion Dikes | ✓ Vegetative Filters |
| ✓ Grading | ✓ Oil/Water Separators |

These types of controls are physical features that control and prevent storm water pollution. They can range from preventive measures to collection structures to treatment systems. Structural controls will typically require construction of a physical feature or barrier. Below is a description of the structural controls used at the facility. See the DEQ Industrial Storm Water Operator Training Manual for additional details on structural controls.

Question: Are structural control measures used at the facility? No Yes

- If answer above is "Yes" then complete the appropriate information in the table below.

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

Structural Controls Used at the Facility		
Description of structural control(s)	Location of structural control(s)	Significant Materials intended to be managed by the structural control(s)
<i>“No Mowing” Signs</i>	<i>Around detention ponds</i>	<i>Sediment and nutrients</i>
<i>Detention and Retention Ponds</i>	<i>North and South ends of compost pad Areas</i>	<i>Stormwater, sediment and nutrients</i>
<i>Vegetative Filters</i>	<i>Surrounding detention ponds</i>	<i>Sediment and nutrients</i>

7.0 NON-STORM WATER DISCHARGES

The permit requires that all discharge locations be evaluated for the presence of non-storm water discharges. Any unauthorized storm water discharges must be eliminated, or covered under another NPDES permit.

Storm water shall be defined to include all of the following non-storm water discharges provided pollution prevention controls for the non-storm water component are identified in the SWPPP.

Question: Is any of the 10 non-storm water discharges listed below applicable to the facility? No Yes

- If the answer is “Yes” then complete the appropriate sections of the table below:

Check the Applicable Non Storm Water Discharges at the Facility:	Pollution Prevention Controls Implemented:	Impacted Inlet(s):	Impacted Discharge Point(s):
<input type="checkbox"/> 1. Discharges from fire hydrant flushing			
<input type="checkbox"/> 2. Potable water sources including water line flushing			
<input type="checkbox"/> 3. Water from fire system testing and fire fighting training without burned materials or chemical fire suppressants			
<input type="checkbox"/> 4. Irrigation drainage			
<input type="checkbox"/> 5. Lawn watering			
<input type="checkbox"/> 6. Routine building wash-down that does not use detergents or other compounds			
<input type="checkbox"/> 7. Pavement wash waters where contamination by toxic or hazardous materials has not occurred (unless all contamination by toxic or hazardous materials has been removed) and where detergents are not used			
<input type="checkbox"/> 8. Uncontaminated condensate from air conditioners, coolers, and other compressors and from the outside storage of refrigerated gases or liquids			
<input type="checkbox"/> 9. Uncontaminated ground			

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

	water			
<input type="checkbox"/>	10. Foundation or footing drains where flows are not contaminated with process materials such as solvents			

Discharges from fire fighting activities are authorized by the permit, but are exempted from the requirement to be identified in the SWPPP.

8.0 ANNUAL REVIEW

The permit requires that the permittee shall review the SWPPP annually after it is developed and maintain written summaries of the reviews. Based on the review, the permittee shall amend the SWPPP as needed to ensure continued compliance with the terms and conditions of the permit. The annual review is to be retained on site for three years and depending on the general permit is required to be submitted to the DEQ district office on or before January 10th of each year.

The Annual Review Report Form is in Section 20.0.

Specify the month the Annual SWPPP Review will be performed: **September**

9.0 INDUSTRIAL STORM WATER CERTIFIED OPERATOR UPDATE

The permit requires that if the Industrial Storm Water Certified Operator is changed or an additional Industrial Storm Water Certified Operator is added, the permittee shall provide the name and certification number of the new Industrial Storm Water Certified Operator to the Department. If a facility has multiple Industrial Storm Water Certified Operators, the name and certification number of the Industrial Storm Water Certified Operators shall be included in the SWPPP.

10.0 RECORD KEEPING

The permit requires that the permittee shall maintain records of all SWPPP related inspection and maintenance activities. Records shall also be kept describing incidents such as spills or other discharges that can affect the quality of storm water runoff. All such records shall be retained for three years. The following records are required by the permit:

- ✓ Routine preventive maintenance inspection reports
- ✓ Routine good housekeeping inspection reports
- ✓ Comprehensive site inspection reports
- ✓ Documentation of visual assessments
- ✓ Employee training records
- ✓ Written summaries of the annual SWPPP review
- ✓ Short Term Storm Water Characterization Study data

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

11.0 SWPPP CERTIFICATION

The permit requires that the SWPPP shall be reviewed and signed by the Certified Storm Water Operator(s) and by either the permittee or an authorized representative in accordance with 40 CFR 122.22. The SWPPP shall be retained on-site at the facility which generates the storm water discharge.

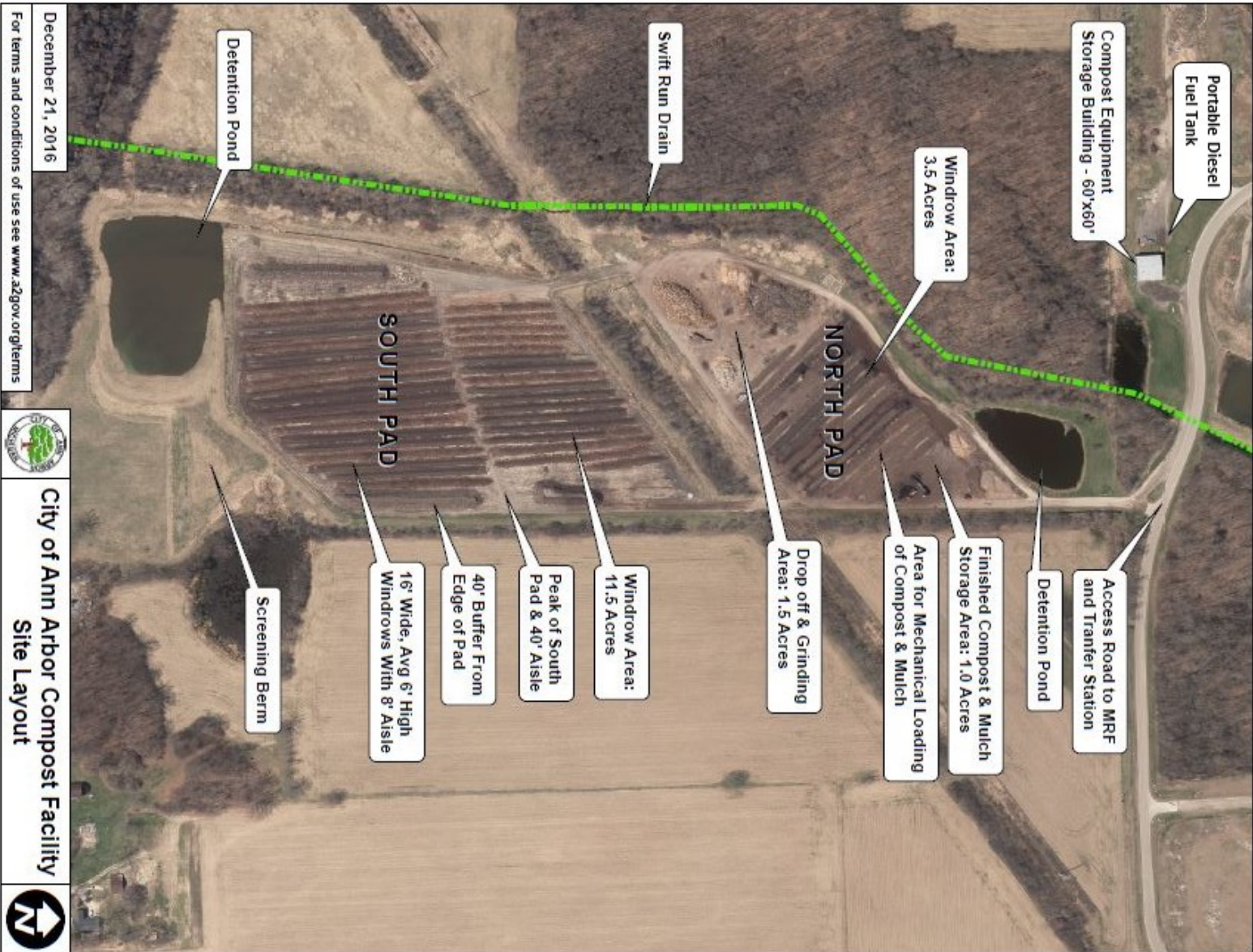
I certify under penalty of law that the storm water drainage system in this SWPPP has been tested or evaluated for the presence of non-storm water discharges either by me, or under my direction and supervision. I certify under penalty of law that this SWPPP has been developed in accordance with the General Permit and with good engineering practices. To the best of my knowledge and belief, the information submitted is true, accurate, and complete. At the time this plan was completed no unauthorized discharges were present. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations.

Permittee or Authorized Representative
Printed Name & Title: Jennifer Lawson, CSM
Signature & Date:

Industrial Storm Water Certified Operator
Printed Name & Certification Number: Jennifer Lawson, CSM
Signature & Date:

Space to list additional Industrial Storm Water Certified Operators if Necessary	
Printed Name & Certification Number	Signature & Date

12.0 FIGURE 1 – FACILITY SITE MAP (Use separate sheet if necessary)



APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

13.0 TABLE 1 – SIGNIFICANT MATERIAL INVENTORY AND DESCRIPTION OF INDUSTRIAL ACTIVITY OR SIGNIFICANT MATERIAL STORAGE AREAS

Instructions - Fill out the applicable areas or activities in the corresponding sections. Add more lines as needed. Once you have described the area or activity, list the significant materials that are associated with the areas or activities, the exposure methods, and evaluate the level of exposure. Once that is completed indicate the inlet(s) and discharge point(s) that would be impacted if significant materials were discharged from the areas or activities described.

Section Listed in General Permit	Storage Areas / Activity Areas	Significant Materials	Exposure Method	Reasonable Potential Evaluation (high,medium,low)	Inlet(s)	Discharge Point(s)
1) Loading, unloading, and other material handling operations	North and South Pads	Plant Waste	Runoff	Medium	Creek	N/A
	North and South Pads	Vivarium Waste	Runoff	Medium	Creek	N/A
2) Outdoor storage including secondary containment structures	Fueling Operations	Diesel Fuel	Spill	Low	Creek	
3) Outdoor manufacturing or processing activities	Windrows	Plant Waste	Runoff	Medium	Creek	N/A
4) Significant dust or particulate generating processes	Turning Windrows	Plant Waste	Runoff	Medium	Creek	N/A
5) Discharge from vents, stacks, and air emission controls	N/A					
6) On-site waste disposal practices	Dumpster	Waste Materials	Spill	Low	N/A	N/A

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

13.0 TABLE 1 CONTINUED

Section Listed in General Permit	Storage Areas / Activity Areas	Significant Materials	Exposure Method	Reasonable Potential Evaluation (high,medium,low)	Inlet(s)	Discharge Point(s)
7) Maintenance and cleaning of vehicles, machines and equipment	N/A					
8) Areas of exposed and/or erodible soils	North and South Pads	Soil	Water Erosion	Low	Creek	N/A
	North and South Pads	Soil	Wind Erosion	Medium	Creek	N/A
9) Sites of Environmental Contamination listed under Part 201	N/A					
10) Areas of significant material residues	N/A					
11) Areas where animals congregate (wild or domestic) and deposit wastes	Wooded Areas	Wildlife Feces	Runoff	Low	Creek	N/A
12) Other areas where storm water may contact significant materials	N/A					

14.0 VISUAL ASSESSMENT PROCEDURES

1. List the discharge point(s) (as indicated on the SWPPP map):
 - a) Is there substantially identical discharge points? Yes No
If "Yes" then complete a) and b) below, if "No" go to Number 2.
 - b) Describe the justification for the substantially identical discharge points determination?
 - c) List the schedule for alternating the substantially identical discharge points:
2. Describe the monitoring (sampling) location for each discharge point:
3. List the Qualified Personnel that will collect the water sample:
4. Training for the Qualified Personnel includes viewing the Visual Assessment Webinar and/or the 3 Visual Assessment Tutorials on the DEQ, WRD Industrial Storm Water webpage. Check the appropriate box below:
 - Yes
 - No, however a copy of the training materials used are included with this procedure.
5. List the sampling equipment used for the collecting the water sample(s):
6. Complete a) through c) below to describe the storm event information.
 - a) Describe how qualifying storm events are determined (including nature of the event):
 - b) Describe how each discharge point was evaluated to determine when a discharge would begin:
 - c) Describe what would constitute an adverse weather condition that would prevent sample collection:
7. Describe how the samples will be collected (Determine the timing sequence for water sample collection from the discharge points):
8. Describe the water sampling instructions that the Qualified Personnel will follow:
9. Describe how observations made by the Qualified Personnel will be documented during the discharge (include nature of the event):
10. Describe the sample storage procedures if applicable:
11. Describe the procedures the Industrial Storm Water Certified Operator will follow to perform the visual assessment(s) of the water sample(s):

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

12. List the name(s) of the Industrial Storm Water Certified Operator that will be performing the water sample visual assessment(s):
13. The DEQ, WRD Visual Assessment Report form should be used to document each water sample visual assessment. Check the appropriate box below:
 - Yes, the DEQ, WRD Visual Assessment Report form is used.
 - No, the DEQ, WRD Visual Assessment Report form is not used however the form being used to meet this requirement is included with this procedure.
14. Colored Photos shall be used to record the visual assessment(s). If other methods of recording observations will be used describe those methods:
15. All visual assessment documentation should be kept with the SWPPP file. If documentation will be kept at an alternate location state that location:
16. Describe the follow-up actions that will be taken if unusual characteristics are observed during the visual assessment(s):

15.0 TABLE 2 – SPILL KIT INVENTORY

List the spill response equipment that will be maintained in each location or locker (refer to MSDSs to determine recommended clean-up methods and supplies):

Person responsible for maintaining this inventory:

Locker number or location	Absorbents (pads, booms, kitty litter, etc.)	Tools (shovels, brooms, squeegees, etc.)	Personal Protective Equipment (rubber gloves, boots, masks, etc.)	Other Supplies (warning tape, labels, markers, MSDSs, etc.)

Label each spill kit with the words “SPILL KIT” and the necessary emergency telephone number(s) or pager number(s) of persons to be contacted in case of a spill or leak that is beyond the training and equipment available on or near each spill locker:

Facility Responsible Person/Phone Number:

Spill Response Contractor (if any)/Phone Number:

DEQ District Office Phone Number:

DEQ 24-Hour Emergency Spill Reporting Hot-Line: 1-800-292-4706 (PEAS Number)

Stencil the following warning on each spill kit:

**“WARNING: NEVER HOSE DOWN A SPILL!
CLEAN IT UP PROMPTLY AND DISPOSE OF THE WASTE PROPERLY.”**

16.0 ROUTINE INSPECTION FORM

Date:	Time:
-------	-------

Inspector Information	
Print Name:	Signature:

Areas Inspected	Observation	Corrective Actions Taken
Compost Windrows: <i>Ensure windrows are neatly piled</i>		
Vegetated Buffers: <i>Maintain buffers around detention basins and swales to slow flow and reduce sedimentation to ponds. Post "no mowing" signs.</i>		
Detention Basins: <i>Dredge detention basins as needed to maintain functionality.</i>		

17.0 COMPREHENSIVE SITE INSPECTION FORM

Date:	Time:
-------	-------

Certified Operator Information	
Print Name:	Signature:

Precipitation Information
Check the most appropriate box that represents the weather condition during the inspection: <input type="checkbox"/> Dry <input type="checkbox"/> Rain <input type="checkbox"/> Snow <input type="checkbox"/> Other, explain:

Compliance Certification Statement
Based on the results of this inspection the facility is in compliance with the general permit and the SWPPP: <input type="checkbox"/> Yes <input type="checkbox"/> No, explain:

Areas Inspected	Observation	Corrective Actions Taken
<i>Routine Inspection Report Paperwork</i>		

18.0 VISUAL ASSESSMENT REPORT FORM

Visual Assessment Sample Information		
Facility Name: <i>Ann Arbor Municipal Compost Center</i>	COC No. <u>or</u> NPDES Permit No: <i>MI0053856</i>	
Industrial Storm Water Certified Operator Name: <i>Jennifer Lawson, CSM</i>		
Name / Title of person collecting sample if other than Cert. Operator:		
Date of Comprehensive Inspection:	Is this a substitute sample? <input type="checkbox"/> No <input type="checkbox"/> Yes Explain:	
Discharge Point # / Name:	Substantially Identical Discharge Point? <input type="checkbox"/> No <input type="checkbox"/> Yes List:	
Description of sample collection location:		
Date / Time Discharge Began:	Date / Time Sample Collected:	Date / Time Sample Examined:
For rain events - if sample was collected > 30 minutes from start of discharge, provide explanation:		
Snowmelt <input type="checkbox"/>	Rainfall <input type="checkbox"/> Inches:	If rain event - previous storm ended > 72 hours prior to start of this event? <input type="checkbox"/> No <input type="checkbox"/> Yes

Observations
Color: <input type="checkbox"/> None <input type="checkbox"/> Yes (describe): _____ Floating Solids: <input type="checkbox"/> No <input type="checkbox"/> Yes (describe): _____
Oil Films / Sheens: <input type="checkbox"/> None <input type="checkbox"/> Flecks <input type="checkbox"/> Globs <input type="checkbox"/> Sheen <input type="checkbox"/> Other Describe appearance of film/sheen:
Foam (gently shake sample): <input type="checkbox"/> No <input type="checkbox"/> Yes Suspended Solids: <input type="checkbox"/> No <input type="checkbox"/> Yes (describe): _____
Settleable Solids: <input type="checkbox"/> No <input type="checkbox"/> Yes (describe): _____
Odor: <input type="checkbox"/> None <input type="checkbox"/> Musty <input type="checkbox"/> Sewage <input type="checkbox"/> Sulfur <input type="checkbox"/> Sour <input type="checkbox"/> Hydrocarbons <input type="checkbox"/> Chemical <input type="checkbox"/> Other (describe): _____
Turbidity/Clarity: <input type="checkbox"/> Clear <input type="checkbox"/> Slightly Cloudy <input type="checkbox"/> Cloudy <input type="checkbox"/> Milky <input type="checkbox"/> Other (describe): _____
Picture of sample taken (required): <input type="checkbox"/> No <input type="checkbox"/> Yes Storage location: _____
Receiving waters observed? <input type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes (describe): _____

Follow-up:
Based on the visual observation, are there unnatural characteristics in the discharge (cloudiness, color, sheen, etc.)? <input type="checkbox"/> No <input type="checkbox"/> Yes
Potential sources of observed unnatural characteristics <input type="checkbox"/> N/A <u>or</u> describe: _____
Implemented / recommended corrective action(s) <input type="checkbox"/> N/A <u>or</u> describe: Scheduled date for correction: _____

I certify that the above information is correct	
Certified Operator Signature	Date

RETAIN THIS FORM FOR A MINIMUM OF 3 YEARS

19.0 EMPLOYEE TRAINING FORM

Date of Session:

Trainer Information	
Print:	Signature:

Training Session Information
Topics Covered:

Attendee Name	Attendee Signature

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

20.0 ANNUAL SWPPP REVIEW REPORT FORM

Facility Information

Designated Name:	Certificate of Coverage No. <u>or</u> Individual Permit No.:
Facility Address:	County:

Facility Contact Information

Name:	Telephone No.:
Email Address:	Certification No.:

Backup Facility Contact Information

Name:	Telephone No.:
Email Address:	Certification No.:

Industrial Storm Water Certified Operator Information

Name:	Telephone No.:
Email Address:	Certification No.:

Space to list additional operators if applicable:

The SWPPP Checklist on the DEQ, WRD Industrial Storm Water webpage should be used to review the facility's SWPPP and before the following 10 questions are completed.

1. Facility general information is current and accurate	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
2. Site map is current and accurate	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
3. Significant material inventory is current and accurate	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
4. New exposures, processes and related controls have been documented appropriately in the SWPPP	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
5. Spills have been recorded and reported as appropriate	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
6. Employee SWPPP training was conducted and documented	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
7. Records of routine preventative maintenance and housekeeping inspections are available in the SWPPP file	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
8. Comprehensive site inspections have been completed, certified and filed in the SWPPP file	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
9. Visual Assessments have been completed and the reports have been filed in the SWPPP file	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
10. Corrective actions noted in the inspection reports have been completed	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
11. The SWPPP is compliant with the permit and has been reviewed and signed by the Certified Storm Water Operator and the permittee or designated representative	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Additional Comments:

I certify that the above information is correct:

Name:	Signature / Date:
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SUBMIT THIS FORM TO THE DEQ, WRD DISTRICT OFFICE IDENTIFIED ON YOUR CERTIFICATE OF COVERAGE ON OR BEFORE **JANUARY 10TH** OF EACH YEAR

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

21.0 DEQ SPILL OR RELEASE REPORT



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

SPILL OR RELEASE REPORT

NOTE: Some regulations require a specific form to use and procedures to follow when reporting a release. Those forms and procedures **MUST** be used and followed if reporting under those regulations. This report form is to aid persons reporting releases under regulations that do not require a specific form. This report form is not required to be used. **To report a release, some regulations require a facility to call the PEAS Hotline at 800-292-4706, or DEQ District Office that oversees the county where it occurred, and other regulating agencies and provide the following information. A follow-up written report may be required. Keep a copy of this report as documentation that the release was reported. If you prefer to submit this report electronically by FAX or e-mail, contact the regulating agency for the correct telephone number or e-mail address. See the DEQ website on [Spill/Release Reporting](#) for more reporting information.**

Please print or type all information.

NAME AND TITLE OF PERSON SUBMITTING WRITTEN REPORT			TELEPHONE NUMBER (provide area code)		
NAME OF BUSINESS		RELEASE LOCATION (provide address if different than business, if known, and give directions to the spill location. Include nearest highway, town, road intersection, etc.)			
STREET ADDRESS					
CITY	STATE	ZIP CODE			
BUSINESS TELEPHONE NUMBER (provide area code)					
SITE IDENTIFICATION NUMBER AND OTHER IDENTIFYING NUMBERS (if applicable)		COUNTY	TOWNSHIP	TIER/RANGE/SECTION (if known)	
RELEASE DATA. Complete all applicable categories. Check all the boxes that apply to the release. Provide the best available information regarding the release and its impacts. Attach additional pages if necessary.					
DATE & TIME OF RELEASE (if known) ____/____/____ ____am/pm	DATE & TIME OF DISCOVERY ____/____/____ ____am/pm	DURATION OF RELEASE (if known) ____ days ____ hours ____ minutes		TYPE OF INCIDENT <input type="checkbox"/> Explosion <input type="checkbox"/> Fire <input type="checkbox"/> Leaking container <input type="checkbox"/> Loading/unloading release <input type="checkbox"/> Pipe/valve leak or rupture <input type="checkbox"/> Vehicle accident <input type="checkbox"/> Other _____	
MATERIAL RELEASED (Chemical or trade name) <input type="checkbox"/> CHECK HERE IF ADDITIONAL MATERIALS LISTED ON ATTACHED PAGE.		CAS NUMBER or HAZARDOUS WASTE CODE	ESTIMATED QUANTITY RELEASED (indicate unit e.g. lbs, gals, cu ft or yds)	PHYSICAL STATE RELEASED (indicate if solid, liquid, or gas)	
FACTORS CONTRIBUTING TO RELEASE <input type="checkbox"/> Equipment failure <input type="checkbox"/> Operator error <input type="checkbox"/> Faulty process design <input type="checkbox"/> Training deficiencies <input type="checkbox"/> Unusual weather conditions <input type="checkbox"/> Other _____		SOURCE OF LOSS <input type="checkbox"/> Container <input type="checkbox"/> Railroad car <input type="checkbox"/> Pipeline <input type="checkbox"/> Ship <input type="checkbox"/> Tank <input type="checkbox"/> Tanker <input type="checkbox"/> Truck <input type="checkbox"/> Other _____			
TYPE OF MATERIAL RELEASED <input type="checkbox"/> Agricultural: manure, pesticide, fertilizer <input type="checkbox"/> Chemicals <input type="checkbox"/> Flammable or combustible liquid <input type="checkbox"/> Hazardous waste <input type="checkbox"/> Liquid industrial waste <input type="checkbox"/> Oil/petroleum products or waste <input type="checkbox"/> Salt <input type="checkbox"/> Sewage <input type="checkbox"/> Other _____ <input type="checkbox"/> Unknown		MATERIAL LISTED ON or DEFINED BY <input type="checkbox"/> CAA Section 112(r) list (40 CFR Part 68) <input type="checkbox"/> CERCLA Table 302.4 (40 CFR Part 302) <input type="checkbox"/> EPCRA Extremely Hazardous Substance (40 CFR Part 355) <input type="checkbox"/> Michigan Critical Materials Register or permit <input type="checkbox"/> NREPA Part 31, Part 5 Rules polluting material <input type="checkbox"/> NREPA Part 111 or RCRA hazardous waste <input type="checkbox"/> NREPA Part 121 liquid industrial waste <input type="checkbox"/> Other list _____ <input type="checkbox"/> Unknown		IMMEDIATE ACTIONS TAKEN <input type="checkbox"/> Containment <input type="checkbox"/> Dilution <input type="checkbox"/> Evacuation <input type="checkbox"/> Hazard removal <input type="checkbox"/> Neutralization <input type="checkbox"/> System shut down <input type="checkbox"/> Diversion of release to treatment <input type="checkbox"/> Decontamination of persons or equipment <input type="checkbox"/> Monitoring <input type="checkbox"/> Other _____	
RELEASE REACHED					
<input type="checkbox"/> Surface waters (include name of river, lake, drain involved) _____			Distance from spill location to surface water, in feet _____		
<input type="checkbox"/> Drain connected to sanitary sewer (include name of wastewater treatment plant and/or street drain, if known) _____					
<input type="checkbox"/> Drain connected to storm sewer (include name of drain or water body it discharges into, if known) _____					
<input type="checkbox"/> Groundwater (indicate if it is a known or suspected drinking water source and include name of aquifer, if known) _____					
<input type="checkbox"/> Soils (include type e.g. clay, sand, loam, etc.) _____					
<input type="checkbox"/> Ambient Air					
<input type="checkbox"/> Spill contained on impervious surface					

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

EXTENT OF INJURIES, IF ANY <hr/>	WAS ANYONE HOSPITALIZED? <input type="checkbox"/> Yes NUMBER _____ HOSPITALIZED: _____ <input type="checkbox"/> No	TOTAL NUMBER OF INJURIES TREATED ON-SITE: <hr/>																																																																										
DESCRIBE THE INCIDENT, THE TYPE OF EQUIPMENT INVOLVED IN THE RELEASE, HOW THE VOLUME OF LOSS WAS DETERMINED, ALONG WITH ANY RESULTING ENVIRONMENTAL DAMAGE CAUSED BY THE RELEASE. IDENTIFY WHO IMMEDIATELY RESPONDED TO THE INCIDENT (own employees or contractor — include cleanup company name, contact person, and telephone number). ALSO IDENTIFY WHO DID FURTHER CLEANUP ACTIVITIES, IF PERFORMED OR KNOWN WHEN REPORT SUBMITTED <input type="checkbox"/> CHECK HERE IF DESCRIPTION OR ADDITIONAL COMMENTS ARE INCLUDED ON ATTACHED PAGE <hr/> <hr/> <hr/> <hr/>																																																																												
ESTIMATED QUANTITY OF ANY RECOVERED MATERIALS AND A DESCRIPTION OF HOW THOSE MATERIALS WERE MANAGED (include disposal method if applicable) <input type="checkbox"/> CHECK HERE IF DESCRIPTION OR ADDITIONAL COMMENTS ARE INCLUDED ON ATTACHED PAGE <hr/>																																																																												
ASSESSMENT OF ACTUAL OR POTENTIAL HAZARDS TO HUMAN HEALTH (include known acute or immediate and chronic or delayed effects, and where appropriate, advice regarding medical attention necessary for exposed individuals.) <input type="checkbox"/> CHECK HERE IF DESCRIPTION OR ADDITIONAL COMMENTS ARE INCLUDED ON ATTACHED PAGE <hr/>																																																																												
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY NOTIFIED: INITIAL CONTACT BY: <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> Other DATE/TIME INITIAL CONTACT: _____ <input type="checkbox"/> PEAS: 800-292-4706 Log Number Assigned _____ <input type="checkbox"/> DEQ District or Field Office Divisions or Offices Contacted: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Baraga</td> <td><input type="checkbox"/> Gwinn</td> <td><input type="checkbox"/> Air Quality</td> </tr> <tr> <td><input type="checkbox"/> Bay City</td> <td><input type="checkbox"/> Jackson</td> <td><input type="checkbox"/> Land & Water Management</td> </tr> <tr> <td><input type="checkbox"/> Cadillac</td> <td><input type="checkbox"/> Kalamazoo</td> <td><input type="checkbox"/> Office Geological Survey</td> </tr> <tr> <td><input type="checkbox"/> Crystal Falls</td> <td><input type="checkbox"/> Lansing</td> <td><input type="checkbox"/> Remediation and Redevelopment</td> </tr> <tr> <td><input type="checkbox"/> Detroit</td> <td><input type="checkbox"/> Newberry</td> <td><input type="checkbox"/> Waste and Hazardous Materials</td> </tr> <tr> <td><input type="checkbox"/> Gaylord</td> <td><input type="checkbox"/> Warren</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Grand Rapids</td> <td><input type="checkbox"/> Wyoming</td> <td><input type="checkbox"/> Water Bureau</td> </tr> </table> DEQ Office locations are subject to change	<input type="checkbox"/> Baraga	<input type="checkbox"/> Gwinn	<input type="checkbox"/> Air Quality	<input type="checkbox"/> Bay City	<input type="checkbox"/> Jackson	<input type="checkbox"/> Land & Water Management	<input type="checkbox"/> Cadillac	<input type="checkbox"/> Kalamazoo	<input type="checkbox"/> Office Geological Survey	<input type="checkbox"/> Crystal Falls	<input type="checkbox"/> Lansing	<input type="checkbox"/> Remediation and Redevelopment	<input type="checkbox"/> Detroit	<input type="checkbox"/> Newberry	<input type="checkbox"/> Waste and Hazardous Materials	<input type="checkbox"/> Gaylord	<input type="checkbox"/> Warren		<input type="checkbox"/> Grand Rapids	<input type="checkbox"/> Wyoming	<input type="checkbox"/> Water Bureau	OTHER ENTITIES NOTIFIED: <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"></th> <th style="text-align: left;">Date:</th> <th style="text-align: left;">Time:</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> National Response Center (NRC): 800-424-8802</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> US Coast Guard Office:</td> <td>_____</td> <td>_____</td> </tr> <tr> <td style="padding-left: 20px;"><input type="checkbox"/> Detroit <input type="checkbox"/> Grand Haven <input type="checkbox"/> Sault Ste. 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APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

Exhibit B

Scope of Services

(to be inserted from Contractor proposal)

APPENDIX A. SAMPLE OPERATING AND MANAGEMENT CONTRACT

Exhibit C

Schedule of Fees and Rates

(to be inserted from Contractor proposal)

APPENDIX B: COST PROPOSAL FORM

RFP #17-25 FOR COMPOST SITE OPERATIONS AND MANAGEMENT

1: COMPANY NAME: _____

The undersigned has examined the complete Request for Proposal and its requirements contained in the solicitation and is submitting the following Cost Proposal Form in full compliance with those requirements.

Signature: _____

Name / Title: _____

Date: _____

2: PROPOSED RATE SCHEDULE

- 1) City Yard Waste and Leaves Tip Fee applies to residential organics (which may include Food Waste) collected by the City or its contracted hauler, residential Yard Waste (up to 1 cubic yard per day) delivered by residents self-hauling material, residential Leaves delivered by residents or their landscapers between September 1 and December 15, and Yard Waste and Leaves collected by various City departments (e.g., Parks, Forestry).
- 2) City Commercial Food Waste Tip Fee applies to commercial Food Waste collected by the City of Ann Arbor or its contracted hauler, if a future commercial food waste collection program is implemented by the City.
- 3) Contractor will set rates and collect all fees for any 3rd party tonnage delivered to facility. The Merchant Organics Credit will be applied to all 3rd party tonnage and will be deducted from Tip Fees owed by the City.
- 4) Contractor will be responsible for all mulch and compost sales and will set selling prices. The Mulch/Compost Sales Credit will be applied to all mulch and compost sales, excluding mulch and compost sold to the City of Ann Arbor or distributed at no charge to residents as described in the scope of services and draft agreement, and will be deducted from Tip Fees owed by the City.

Contract Year	Year Ending	City Yard Waste and Leaves Tip Fee (\$/ton)	City Commercial Food Waste Tip Fee (\$/ton)	Merchant Organics Credit (\$/ton)	Mulch/Compost Sales Credit (\$/cubic yard)
1	1/29/2019				
2	1/29/2020				
3	1/29/2021				
4	1/29/2022				
5	1/29/2023				
6	1/29/2024				
7	1/29/2025				
8	1/29/2026				
9	1/29/2027				
10	1/29/2028				
11	1/29/2029				
12	1/29/2030				
13	1/29/2031				
14	1/29/2032				
15	1/29/2033				

APPENDIX C. MDEQ REGISTRATION



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



C. HEIDI GREETHER
DIRECTOR

March 1, 2017

Mr. Donald Butynski
City of Ann Arbor
301 East Huron
Ann Arbor, Michigan 48107

Dear Mr. Butynski:

Thank you for submitting your registration form to the Michigan Department of Environmental Quality (MDEQ), to meet the requirements of a registered composting facility at your site located at 4170 Platt Road, Ann Arbor, Michigan 48103. This letter is intended to acknowledge receipt of your registration form.

In addition to submitting the registration form to the MDEQ and paying the registration fee, the following requirements must be met to qualify as a registered composting facility:

- The composting operation and site management shall not violate Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, or create a facility as defined in Section 20101, which is any area, place, or property where a hazardous substance in excess of the established state cleanup standard for residential property has been released, deposited, disposed of, or otherwise comes to be located. Part 201 can be found at <http://www.michigan.gov/deq> (In the left sidebar click on "Land," "Land cleanup," "Site Investigation and Cleanup," and then under "Laws & Rules," click on "Part 201 Rules.")
- No more than 5,000 cubic yards of yard clippings and other compostable material, compost, and residuals may be present on any 1 acre of property at the site.
- Yard clippings shall not be accumulated for a period of over 3 years unless the site has the capacity to compost the yard clippings and the owner or operator of the site can demonstrate, beginning in the third year of operation and each year thereafter, that the amount of yard clippings and compost that is transferred off-site in a calendar year is more than 75 percent by weight or volume, accounting for natural volume reduction, of the amount of yard clippings and compost that was on-site at the beginning of the calendar year.

APPENDIX C. MDEQ REGISTRATION

Mr. Donald Butynski

2

March 1, 2017

- Finished compost may not contain excessive non-degradable material. If the compost were to be screened, the finished compost shall not contain more than 1 percent by weight of foreign matter that remains on a 4-millimeter screen.
- If yard clippings are collected in bags other than paper bags, the yard clippings must be debagged by the end of each business day and the bags must be properly disposed or recycled.
- The pooling of water shall be prevented by maintaining proper slopes and grades.
- Storm water runoff shall be properly managed.
- The compost facility shall not attract or harbor rodents or other vectors.
- The owner and/or operator must keep records, similar to the example provided with this letter, identifying the volume of yard clippings and other compostable material accepted by the facility, the volume of yard clippings and other compostable material, compost transferred off-site each month, and records demonstrating that the composting operation is being performed in a manner that prevents nuisances and minimizes anaerobic conditions including:
 - Records of carbon-to-nitrogen ratios.
 - The amount of leaves and the amount of grass in tons or cubic yards.
 - Temperature readings.
 - Moisture content readings.
 - Lab analysis of finished products. (MDEQ guidance is available on the composting Web site.)

If the site was in operation on December 1, 2007:

- The management or storage of yard clippings, compost, and residuals does not expand from its location on that date to an area that is within the following distances from any of the following features:
 - 50 feet from a property line.
 - 200 feet from a residence.
 - 100 feet from a body of surface water, including a lake, stream, or wetland.

or

If the site began operation after December 1, 2007:

APPENDIX C. MDEQ REGISTRATION

Mr. Donald Butynski

3

March 1, 2017

- The management or storage of yard clippings, compost, and residuals occurs in an area that is not in the 100-year floodplain and is at least the following distances from each of the following features:
 - 50 feet from a property line.
 - 200 feet from a residence.
 - 100 feet from a body of surface water, including a lake, stream, or wetland.
 - 2,000 feet from a Type I or Type IIA water supply well.
 - 800 feet from a Type IIB or Type III water supply well.
 - 500 feet from a church or other house of worship, hospital, nursing home, licensed day care center, or school, other than a home school.
 - 4 feet above groundwater.

Registered composting facilities must also report to the MDEQ the amount of yard clippings and other compostable material composted in the previous state fiscal year. To be in compliance with Part 115, you must submit the enclosed volume reporting form to the MDEQ by October 30th of each year.

You may find additional information on our Web site at <http://www.michigan.gov/degrecycling>, click on "composting" under "Business Resources." You will find a frequently asked questions document as well as an electronic version of the registration form and volume reporting form.

If you have additional questions, please contact Mr. Duane Roskoskey, Sustainable Materials Management Unit, Solid Waste Section, Waste Management and Radiological Protection Division, by telephone at 517-582-3445 or via email at roskoskeyd@michigan.gov; or MDEQ, P.O. Box 30241, Lansing, Michigan 48909-7741, or you may contact me.

Sincerely,



Jeff Spencer, Unit Supervisor
Sustainable Materials Management Unit
Solid Waste Section
Waste Management and Radiological
Protection Division
517-284-6879

cc: WMRPD District Supervisor
Ms. Rhonda S. Oyer, MDEQ
Ms. Michelle White/Composting File, MDEQ
WDS # 484448

APPENDIX C. MDEQ REGISTRATION



**DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF WASTE MANAGEMENT AND RADIOLOGICAL
PROTECTION**

COMPOSTING FACILITY REGISTRATION RENEWAL FORM

Registration is required under authority of Section 11521(4) of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Failure to comply with the provisions of Part 115 may result in fines and/or imprisonment.

FOR ADDITIONAL INFORMATION, CONTACT THE DEPARTMENT OF ENVIRONMENTAL QUALITY, RESOURCE MANAGEMENT DIVISION, SOLID WASTE AND LAND APPLICATION SECTION, AT 517-284-6590

YEAR 2016 **FOR DEQ USE ONLY**

Date Received by DEQ:

Received by:

Site Map: Yes No
Fee: Yes No

WDS#

COMPOSTING FACILITY PROPERTY OWNER *(do not leave any field blank)*

1. Legal Company Name or Municipality: The City of Ann Arbor	2. Area Code and Telephone Number: 734-794-6430 ext. 43707
3. Property owner name: The City of Ann Arbor	4. County Washtenaw
5. Michigan Corporate ID Number (required): Municipality	6. Property owner email (required): cgomes@a2gov.org
7. Property Owner Mailing Address (Address, Street, City, State, Zip): 301 East Huron, Ann Arbor, MI, 48107	

COMPOSTING FACILITY DESCRIPTION AND OPERATOR *(do not leave any field blank)*

8. Specific Site Name (include a name of the facility): City of Ann Arbor Compost Facility	
9. Operator of the Composting Facility: WeCare Denali, LLC	
10. Mailing Address (Address, Street, City, State, Zip): 3308 Bernice Avenue, Russellville, AR, 72802	11. Web site (if none write "none"): a2gov.org/compost
12. Area Code and Telephone Number: 734-971-8600 (Scale Information Line) 734-477-0334 (Site)	13. Operator email Address (required): dbutynski@wecareorganics.com
14. Site Address (Address, Street, City, State, Zip, if no site street address, write "None" and include a plat map): 4170 Platt Road, Ann Arbor, MI, 48103	
15. Describe how to find the site: Entrance is off of Platt Road about 1/4 of a mile south of Ellsworth Road, take access road approximately 1/2 mile to the site.	

SITE MAP

16. Attach a detailed site map of the composting facility. The site map must include dimensions and boundaries of existing compost piles, storage areas, surface water including retention ponds, and structures.	Site map attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (new site map required for each registration submission)
---	---

APPENDIX C. MDEQ REGISTRATION

DATE COMPOSTING FACILITY BEGAN OPERATION

17. Date the composting facility began accepting yard clippings:

Date: 1988 _____

REGISTRATION STATUS

18. Check one of these boxes,

Is your composting facility currently :

Accepting yard clippings from the public:

NOT accepting yard clippings from the public:

NOT accepting yard clippings:

OWNER/OPERATOR (both locations must be signed, do not write "same")

I, the undersigned owner or operator, swear and affirm, UNDER PENALTY OF LAW, that the statements contained herein are true and correct and that the composting of yard clippings is done in accordance with the requirements of Act 451. I certify under penalty of law that the information contained on this form, to the best of my knowledge and belief, is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment.

PRINT NAME:

DONALD E BUTYNSKI ID

DATE:

SIGNATURE:

[Signature]

11/29/17

PROPERTY OWNER (both locations must be signed, do not write "same")

I, the undersigned property owner, swear and affirm, UNDER PENALTY OF LAW, that the statements contained herein are true and correct and that the composting of yard clippings is done in accordance with the requirements of Act 451. I certify under penalty of law that the information contained on this form, to the best of my knowledge and belief, is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment.

PRINT NAME:

CRAIG HUPX

DATE:

SIGNATURE:

[Signature]

1/30/17

PLEASE MAIL FORM, SITE MAP AND \$600 REGISTRATION FEE TO:

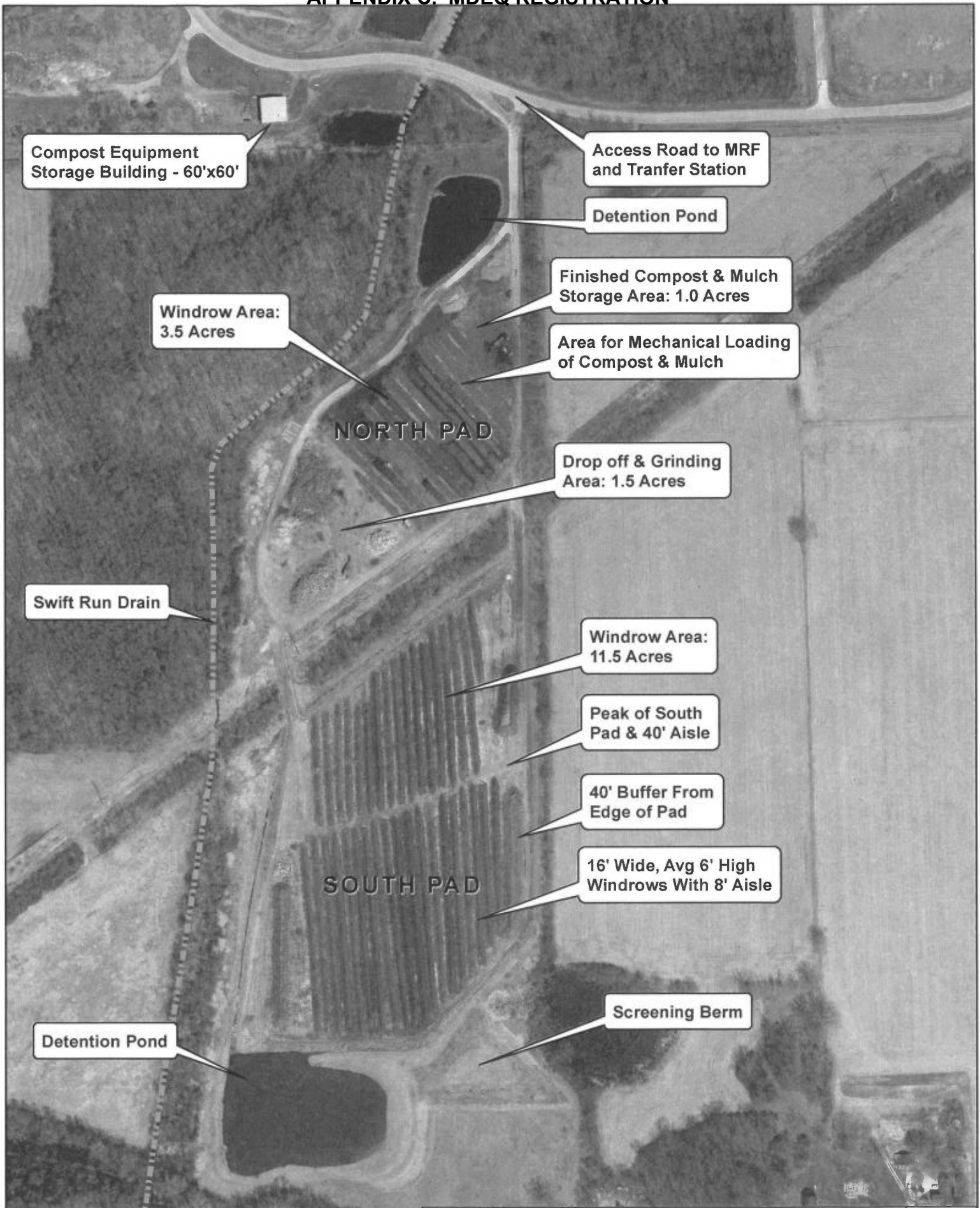
REGULAR DELIVERY:

DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF FINANCIAL MANAGEMENT
REVENUE CONTROL/CASHIER'S OFFICE
P.O. BOX 30657
LANSING, MICHIGAN 48909-8157

OVERNIGHT DELIVERY:

DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF FINANCIAL MANAGEMENT
REVENUE CONTROL/CASHIER'S OFFICE
CONSTITUTION HALL
525 WEST ALLEGAN STREET
LANSING, MICHIGAN 48933

APPENDIX C. MDEQ REGISTRATION



Compost Equipment Storage Building - 60'x60'

Access Road to MRF and Transfer Station

Detention Pond

Windrow Area: 3.5 Acres

Finished Compost & Mulch Storage Area: 1.0 Acres

Area for Mechanical Loading of Compost & Mulch

NORTH PAD

Drop off & Grinding Area: 1.5 Acres

Swift Run Drain

Windrow Area: 11.5 Acres

Peak of South Pad & 40' Aisle

40' Buffer From Edge of Pad

SOUTH PAD

16' Wide, Avg 6' High Windrows With 8' Aisle

Detention Pond

Screening Berm

December 21, 2016

For terms and conditions of use see www.a2gov.org/terms



City of Ann Arbor Compost Facility Site Layout



APPENDIX D: HISTORICAL COMPOST FACILITY TONNAGE DATA

Historical operating data for the Compost Facility for the period 2013-2016 (the most recent period for which full-year data are available) are provided in the tables below.

- Table D1: Yearly tonnage data on waste quantities received at the Compost Facility. The facility receives 3 principal material streams: 1) mixed Yard Waste, which includes some residential food scrap material as well as Leaves during the fall leaf collection period; 2) Leaves, which are delivered source-separated during the fall leaf collection period; and, 3) segregated Foodwaste, primarily from the University of Michigan.
- Table D2: Monthly tonnage data on waste quantities received at the Compost Facility. Approximately 98 percent of incoming tonnage is delivered during the peak seasonal months of April through December. November is the highest quantity month due to the fall leaf collection program.
- Table D3: Daily tonnage data on waste quantities received at the Compost Facility for the peak seasonal period of April - December and the off-peak seasonal period of January - March. Typically, the facility receives waste on weekdays (Monday through Friday). The facility also receives waste on a limited number of Saturdays (typically on weeks with a holiday to provide a make-up day to accommodate the City's collection schedule).
- Table D4: Daily data on incoming vehicular loads received at the Compost Facility.
- Table D5: Weekday tonnage data by day of week (e.g., Monday, Tuesday, etc.). Incoming materials are distributed relatively uniformly across the week.
- Table D6: Annual tonnage data delivered by the City of Ann Arbor (including organic materials from the City's drop-off facility) and third-party customers. Historically, City waste has amounted to approximately 65-75 percent of incoming tonnage. Third-party tonnage includes material from landscapers and private waste haulers (Yard Waste and Leaves), and the University of Michigan (source-separated Foodwaste). The City commits to deliver all waste collected by the City or its contracted agents -- however, no guarantee on the actual tonnage to be delivered by the City is made. The City does not guarantee the delivery of any third-party materials.
- Table D7: Average hourly distribution of incoming waste during weekday operating hours and Saturday operating hours.

This information is intended to facilitate preparation of vendor proposals. This summary is not intended to serve as a full and complete description of the scope of services. It shall be the responsibility of the vendor to thoroughly read and understand the information and instructions contained in the RFP and in the draft Services Agreement (Appendix A). Vendors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the vendor's own risk

APPENDIX D: HISTORICAL COMPOST FACILITY TONNAGE DATA

TABLE D1. ANNUAL COMPOST FACILITY TONNAGE				
Material (tons)	2013	2014	2015	2016
Mixed Yard Waste	10,254	11,581	12,228	11,102
Leaves	1,598	1,202	1,239	1,127
Foodwaste	134	216	382	539
Total	11,986	12,999	13,849	12,769
Material (%)	2013	2014	2015	2016
Mixed Yard Waste	85.6%	89.1%	88.3%	86.9%
Leaves	13.3%	9.2%	8.9%	8.8%
Foodwaste	1.1%	1.7%	2.8%	4.2%
Total	100.0%	100.0%	100.0%	100.0%

Notes:

- Mixed Yard Waste includes some residential Foodwaste and Leaves during fall leaf collection.
- Calendar year data.

TABLE D2. MONTHLY COMPOST FACILITY TONNAGE																
Month	2013				2014				2015				2016			
	Yard	Leaf	Food	Total	Yard	Leaf	Food	Total	Yard	Leaf	Food	Total	Yard	Leaf	Food	Total
Jan	44	0	8	52	51	0	17	68	35	8	25	69	95	0	47	141
Feb	44	0	16	60	49	0	19	68	15	0	36	50	49	0	57	105
Mar	196	1	10	206	75	0	17	93	84	0	37	121	102	0	49	151
Apr	878	0	19	897	1,213	12	27	1,252	1,137	0	40	1,178	1,225	0	60	1,285
May	1,368	2	4	1,374	1,687	3	10	1,700	2,301	0	8	2,309	1,151	11	9	1,172
Jun	1,198	1	5	1,203	1,214	0	8	1,222	1,504	0	12	1,516	1,096	0	13	1,109
Jul	1,076	1	6	1,084	1,119	0	10	1,129	1,257	0	17	1,274	661	7	21	689
Aug	930	21	3	954	811	1	6	819	820	0	12	832	760	0	17	777
Sep	745	0	15	761	922	0	24	946	817	0	46	863	831	14	68	913
Oct	1,319	129	18	1,466	1,722	95	28	1,846	1,237	47	54	1,337	1,248	14	72	1,333
Nov	2,025	1,168	18	3,211	1,977	797	28	2,802	2,289	765	55	3,108	3,306	778	71	4,155
Dec	431	275	13	718	741	294	20	1,056	731	420	42	1,193	580	303	56	939
Total	10,254	1,598	134	11,986	11,581	1,202	216	12,999	12,228	1,239	382	13,849	11,102	1,127	539	12,769

Notes:

- Mixed Yard Waste includes some residential foodwaste and leaves during fall leaf collection.
- Leaves and Foodwaste are delivered in segregated material streams.
- Calendar year data.

APPENDIX D: HISTORICAL COMPOST FACILITY TONNAGE DATA

TABLE D3. DAILY COMPOST FACILITY TONNAGE								
	2013		2014		2015		2016	
	Peak Apr-Dec	Off-Peak Jan-Mar	Peak Apr-Dec	Off-Peak Jan-Mar	Peak Apr-Dec	Off-Peak Jan-Mar	Peak Apr-Dec	Off-Peak Jan-Mar
All Operating Days								
Total Tonnage	11,668	318	12,771	228	13,609	240	12,372	398
# Operating Days	196	58	197	50	196	49	195	62
Average Daily (tpd)	60	5	65	5	69	5	63	6
Highest Daily (tpd)	226	25	215	15	234	32	267	30
Lowest Daily (tpd)	0.93	0.05	0.13	0.52	0.30	0.04	0.05	0.17
Weekdays (M-F)								
Total Tonnage	11,454	318	12,569	228	13,408	240	12,122	396
# Operating Days	190	58	192	50	193	49	191	61
Average Daily (tpd)	60	5	65	5	69	5	63	6
Highest Daily (tpd)	226	25	215	15	234	32	267	30
Lowest Daily (tpd)	2.06	0.05	4.03	0.52	0.30	0.04	0.05	0.17
Saturdays (Note 1)								
Total Tonnage	213	0	202	0	202	0	249	1
# Operating Days	6	0	5	0	3	0	4	1
Average Daily (tpd)	36	0	40	0	67	0	62	1
Highest Daily (tpd)	77	0	61	0	95	0	87	1
Lowest Daily (tpd)	0.93	0.00	0.13	0.00	35.97	0.00	38.07	1.20
Notes:								
1. Saturday operations typically occur during weeks with a holiday to accommodate waste collection schedule. Saturday operations are included in the requested services in the RFP.								
2. Calendar year data.								
3. tpd = tons per day.								

APPENDIX D: HISTORICAL COMPOST FACILITY TONNAGE DATA

TABLE D4. DAILY INCOMING VEHICLES AT COMPOST FACILITY								
	2013		2014		2015		2016	
	Peak Apr-Dec	Off-Peak Jan-Mar	Peak Apr-Dec	Off-Peak Jan-Mar	Peak Apr-Dec	Off-Peak Jan-Mar	Peak Apr-Dec	Off-Peak Jan-Mar
All Operating Days								
Total Vehicles	3,739	234	4,276	123	4,684	118	5,209	292
# Operating Days	196	58	197	50	196	49	195	62
Average Daily (vpd)	19	4	22	2	24	2	27	5
Highest Daily (vpd)	94	16	96	16	118	13	124	20
Lowest Daily (vpd)	1	1	1	1	1	1	1	1
Weekdays (M-F)								
Total Vehicles	3,690	234	4,243	123	4,653	118	5,165	291
# Operating Days	190	58	192	50	193	49	191	61
Average Daily (vpd)	19	4	22	2	24	2	27	5
Highest Daily (vpd)	94	16	96	16	118	13	124	20
Lowest Daily (vpd)	1	1	1	1	1	1	1	1
Saturdays (Note 1)								
Total Vehicles	49	0	33	0	31	0	44	1
# Operating Days	6	0	5	0	3	0	4	1
Average Daily (vpd)	8	0	7	0	10	0	11	1
Highest Daily (vpd)	20	0	15	0	11	0	18	1
Lowest Daily (vpd)	4	0	1	0	10	0	6	1

Notes:
 1. Saturday operations typically occur during weeks with a holiday to accommodate waste collection schedule. Saturday operations are included in the requested services in the RFP.
 2. Calendar year data.
 3. vpd = vehicles per day.

APPENDIX D: HISTORICAL COMPOST FACILITY TONNAGE DATA

TABLE D5. COMPOST FACILITY THROUGHPUT BY DAY OF WEEK (MONDAY - FRIDAY)				
	2013	2014	2015	2016
Peak Season (Apr - Dec)				
Monday (average tons per day)	55	64	66	66
Tuesday (average tons per day)	64	63	67	62
Wednesday (average tons per day)	62	68	70	69
Thursday (average tons per day)	63	69	72	64
Friday (average tons per day)	57	63	72	57
Mon - Fri (average tons per day)	60	65	69	63
Off-Peak Season (Jan - Mar)				
Monday (average tons per day)	5	5	5	10
Tuesday (average tons per day)	4	6	6	4
Wednesday (average tons per day)	6	3	4	9
Thursday (average tons per day)	4	3	3	4
Friday (average tons per day)	9	5	6	6
Mon - Fri (average tons per day)	5	5	5	6
Notes:				
1. Calendar year data.				

TABLE D6. COMPOST FACILITY THROUGHPUT BY CUSTOMER TYPE				
	2013	2014	2015	2016
City of Ann Arbor Waste				
City Collection	8,385	8,399	8,183	8,074
Drop-off Materials	420	520	649	304
Subtotal	8,805	8,919	8,832	8,378
% of Total	73%	69%	64%	66%
Third-Party Waste				
University of Michigan	345	422	557	737
Landscapers	1,113	1,330	1,644	3,071
Other Haulers	1,722	2,328	2,816	583
Subtotal	3,180	4,080	5,017	4,392
Total				
All Sources	11,986	12,999	13,849	12,769
Notes:				
1. Calendar year data.				
2. University of Michigan material is primarily Foodwaste. Material from other third-party users is primarily Yard Waste and Leaves.				

APPENDIX D: HISTORICAL COMPOST FACILITY TONNAGE DATA

TABLE D7. HOURLY DISTRIBUTION OF TRANSFER STATION WASTE DELIVERIES

Peak Season (April - December)				
Operating Hour	Weekday (Mon - Fri)		Saturday	
	Within Hour	Cumulative	Within Hour	Cumulative
6:00 AM	0.2%	0.2%	0.0%	0.0%
7:00 AM	2.1%	2.3%	2.8%	2.8%
8:00 AM	4.5%	6.8%	0.5%	3.3%
9:00 AM	5.2%	11.9%	1.1%	4.5%
10:00 AM	9.4%	21.4%	8.6%	13.1%
11:00 AM	13.0%	34.3%	17.1%	30.2%
12:00 PM	18.2%	52.5%	33.3%	63.5%
1:00 PM	24.8%	77.3%	26.1%	89.6%
2:00 PM	14.6%	91.9%	5.4%	95.0%
3:00 PM	7.8%	99.7%	5.0%	100.0%
4:00 PM	0.3%	100.0%	0.0%	100.0%
Off-Peak Season (January - March)				
Operating Hour	Weekday (Mon - Fri)		Saturday	
	Within Hour	Cumulative	Within Hour	Cumulative
6:00 AM	0.0%	0.0%	0.0%	0.0%
7:00 AM	7.1%	7.1%	0.0%	0.0%
8:00 AM	16.6%	23.6%	0.0%	0.0%
9:00 AM	15.5%	39.1%	0.0%	0.0%
10:00 AM	13.8%	52.9%	0.0%	0.0%
11:00 AM	11.8%	64.7%	0.0%	0.0%
12:00 PM	12.9%	77.6%	0.0%	0.0%
1:00 PM	11.1%	88.7%	0.0%	0.0%
2:00 PM	8.1%	96.9%	0.0%	0.0%
3:00 PM	3.1%	100.0%	0.0%	0.0%
4:00 PM	0.0%	100.0%	0.0%	0.0%

Notes:

1. Based on scale data for 2013-2015.
2. Historically, Compost Facility has not operated on any Saturdays during Off-Peak Season.

APPENDIX E. FINISHED COMPOST ANALYTICAL TEST DATA



Analysis Report For:				Copy To:		
Don Butynski WeCare Organics 4150 Platt Rd Ann Arbor MI 48107						
LAB ID:	SAMPLE ID:	REPORT DATE:	SAMPLE TYPE:	FEEDSTOCKS	COMPOSTING METHOD	COUNTY
C09673	Ann Arbor Compost Facility	07/17/2017	Finished Compost		Windrow	

COMPOST ANALYSIS REPORT

Compost Test 3A

Analyte	Results (As is basis)		Results (Dry weight basis)
	(Weight basis)	(Volume Basis)	
pH	8.2	—	—
Soluble Salts (1:5 w:w)	2.55 mmhos/cm	—	—
Bulk Density	—	1300 lb/yd ³	—
Solids	53.6 %	696 lb/yd ³	—
Moisture	46.4 %	604 lb/yd ³	—
Organic Matter	20.3 %	263 lb/yd ³	37.8 %
Total Nitrogen (N)	0.9 %	11.18 lb/yd ³	1.6 %
Organic Nitrogen ¹	0.9 %	11.18 lb/yd ³	1.6 %
Ammonium N (NH ₄ -N)	< 2.7 mg/kg <i>or</i> < 0.0003 %	< 0.00 lb/yd ³	< 5.0 mg/kg <i>or</i> < 0.0005 %
Carbon (C)	10.9 %	142 lb/yd ³	20.4 %
Carbon:Nitrogen (C:N) Ratio	12.70	—	12.70
Phosphorus (as P ₂ O ₅) ³	0.32 %	4.19 lb/yd ³	0.60 %
Potassium (as K ₂ O) ³	0.42 %	5.51 lb/yd ³	0.79 %
Calcium (Ca)	4.57 %	59.37 lb/yd ³	8.53 %
Magnesium (Mg)	0.96 %	12.50 lb/yd ³	1.80 %
Particle size (< 9.5 mm)	98.70 %	—	—
Fecal Coliform ⁴	130 MPN per g	—	243 MPN per g

¹*Volume results are calculated on the basis of compost bulk density. Bulk density value was provided by individual who submitted sample.

²See comments on back of report.

³To convert phosphorus (as P₂O₅) into elemental phosphorus (P), divide by 2.29. To convert potassium (as K₂O) into elemental potassium (K), divide by 1.20.

⁴Fecal Coliform subcontracted to Fairway Lab, Altoona, Pa

Sample was shipped overnight, but not on ice.

APPENDIX E. FINISHED COMPOST ANALYTICAL TEST DATA

INTERPRETATION

pH	pH is a measure of active acidity in the feedstock or compost. The pH scale is 0 (acidic) to 14 (basic) with 7 being neutral. Most finished composts will have pH values in the range of 5.0 to 8.5. Ideal pH depends on compost use. A lower pH is preferred for certain ornamental plants while a neutral pH is suitable for most other applications. pH is not a measure of the total acidity or alkalinity and cannot be used to predict the effect of compost on soil pH.
Soluble Salts	Soluble salts are determined by measuring electrical conductivity (EC) in a 1:5 (compost:water, weight ratio) slurry. EC is related to the total soluble salts dissolved in the slurry and is measured in units of millimhos/cm (mmhos/cm). Compost soluble salt levels typically range from 1 to 10 mmhos/cm. High salinity may be toxic to plants. Ideal soluble salt levels will depend on the end use of the compost. Final compost blends with soil or container media/potting mixes should be tested for soluble salts.
% Solids, % Moisture	The ideal moisture content for composting will depend on the water holding capacity of the materials being composted. In general, high organic matter materials have a higher water holding capacity and a higher ideal moisture content. A typical starting compost mix will have an ideal % solids content of 35-55 % (65-45 % moisture). Finished compost should have a % solids content of 50-60 % (50-40 % moisture).
% Organic Matter	There is no ideal organic matter level for feedstocks or finished compost. Organic matter content will decrease during composting. The organic matter content (dry weight basis) of typical feedstocks and starting mixes will be greater than 60 % while that of finished compost will be in the range of 30-70 %. An organic matter content (dry weight basis) of 50-60 % is desirable for most compost uses.
Nitrogen : Total, Organic, Ammonium, and Nitrate	Total nitrogen (N) includes all forms of nitrogen: organic N, ammonium N ($\text{NH}_4\text{-N}$), and nitrate N ($\text{NO}_3\text{-N}$). Total N will normally range from less than 1 % to around 5 % (dry weight basis) in most feedstocks and from 0.5 to 2.5 % (dry weight basis) in finished composts. $\text{NO}_3\text{-N}$ (an optional test) is generally present in only low concentrations in immature composts, although it may increase as the compost matures. $\text{NH}_4\text{-N}$ levels may be high during initial stages of the composting process, but decrease as maturity increases. Organic N is determined by subtracting the inorganic N forms, $\text{NH}_4\text{-N}$ and $\text{NO}_3\text{-N}$, from total N. However, because $\text{NO}_3\text{-N}$ levels are generally very low, total nitrogen minus $\text{NH}_4\text{-N}$ provides a good estimate of organic N in most composts and is the value shown on the front of this report. In stable, finished composts, most of the N should be in the organic form. While $\text{NH}_4\text{-N}$ and $\text{NO}_3\text{-N}$ are immediately available to plants, organic N is only slowly available, approximately 10 to 20 % per year. However, mineralization or break-down of organic N into available inorganic forms depends on the C:N ratio (see below) as well as factors such as soil moisture and temperature.
Total Carbon	Total carbon (C) is a direct measurement of all organic and inorganic carbon in the compost sample. Unless the sample has a high pH (> 8.3) or is known to contain carbonates, essentially all carbon will be in the organic form. Compost organic matter typically contains around 54 % organic carbon by weight. The carbon content of individual feedstocks may vary from this ratio.
Carbon: Nitrogen Ratio	This is the ratio of total carbon (C) to total nitrogen (N) in the compost sample provided. C:N ratio may be used as an indicator of compost stability and N availability. Compost C:N ratio typically decreases during composting if the starting C:N ratio is > 25 , but may increase if the starting C:N ratio is low (< 15) and N is lost during the composting process. Composts with high C:N ratios (> 30) will likely immobilize or tie-up N if applied to soil, while those with low C:N ratios (< 20) will mineralize or break-down organic N to inorganic (plant-available) N.
Phosphorus, Potassium	Phosphorus (P) and potassium (K) are plant macronutrients. Values reported are for total amounts given in the oxide forms (P_2O_5 and K_2O). These results provide an indication of the nutrient value of the compost sample. However, plant availability of total phosphorus and potassium in compost has not yet been established.
Nitrogen, Phosphorus, Potassium Balance	When compost is applied on the basis of nitrogen (N), most composts will have an excess of phosphorus (P) and potassium (K) relative to crop demand. These mineral elements and salts can accumulate to above optimum levels with repeated application. Growers using compost should regularly soil test to monitor P, K and salt accumulation and should consider using other nutrient sources or nitrogen fixing legumes in their crop rotation especially when P and K levels are above optimum.

APPENDIX E. FINISHED COMPOST ANALYTICAL TEST DATA

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(814) 863-0841 Fax: (814) 863-4540

Agricultural Analytical Services Laboratory
 The Pennsylvania State University
 University Park, PA 16802
 www.aasl.psu.edu

Analysis Report For:				Copy To:		
Don Butynski WeCare Organics 4150 Platt Rd Ann Arbor MI 48107						
LAB ID:	SAMPLE ID:	REPORT DATE:	SAMPLE TYPE:	FEEDSTOCKS	COMPOSTING METHOD	COUNTY
C09673	Ann Arbor Compost Facility	07/17/2017	Finished Compost		Windrow	

COMPOST ANALYSIS REPORT

EPA 503 Pollutants

Analyte	Results (As is Basis)	Results (Dry Weight Basis)	EPA SW 846 Method
Arsenic (As)	2.2 mg/kg	4.1 mg/kg	3050B + 6010
Cadmium (Cd)	0.4 mg/kg	0.8 mg/kg	3050B + 6010
Copper (Cu)	16.5 mg/kg	30.8 mg/kg	3050B + 6010
Lead (Pb)	9.7 mg/kg	18.2 mg/kg	3050B + 6010
Mercury (Hg)	0.07 mg/kg	0.12 mg/kg	7473
Molybdenum (Mo)	1.8 mg/kg	3.4 mg/kg	3050B + 6010
Nickel (Ni)	4.1 mg/kg	7.7 mg/kg	3050B + 6010
Selenium (Se)	22.9 mg/kg	42.7 mg/kg	3050B + 6010
Zinc (Zn)	189.5 mg/kg	353.8 mg/kg	3050B + 6010

APPENDIX E. FINISHED COMPOST ANALYTICAL TEST DATA

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APPENDIX E. FINISHED COMPOST ANALYTICAL TEST DATA

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Agricultural Analytical Services Laboratory
 The Pennsylvania State University
 University Park, PA 16802
 www.aasl.psu.edu

Analysis Report For:				Copy To:		
Don Butynski WeCare Organics 4150 Platt Rd Ann Arbor MI 48107						
LAB ID	SAMPLE ID	REPORT DATE	SAMPLE TYPE	FEEDSTOCKS	COMPOSTING METHOD	COUNTY
C09673	Ann Arbor Compost Facility	07/17/2017	Finished Compost		Windrow	

COMPOST BIOASSAY
Seedling Emergence and Relative Growth

TEST PARAMETERS	
Test Dates:	6/30/2017 to 7/7/2017
Seed Type:	Cucumber-Marketmore 76 Variety
Media Type: <i>(Control)</i>	Miracle Gro Moisture Control
Vermiculite:	NK Professional Grade

TEST RESULTS	
Emergence: (% of control)	100.00
Seedling Vigor: (%):	100.00

COMMENTS

APPENDIX E. FINISHED COMPOST ANALYTICAL TEST DATA

INTERPRETATION

The bioassay test provides a screen for the presence of phytotoxins in compost based on seedling emergence and seedling vigor relative to a control. It provides an assessment of compost maturity although should not be used as a stand-alone indicator. The U.S. Compost Council Test Methods for the Examination of Composting and Compost provides the following Maturity Indicator Ratings based on this test.

Test Parameter	Maturity Indicator Rating ¹		
	Very Mature	Mature	Immature
Emergence %	> 90	80-90	< 80
Seedling Vigor %	> 95	80-95	< 80

¹ Test Methods for the Examination of Composting and Composts (revised July 15, 2015)

APPENDIX E. FINISHED COMPOST ANALYTICAL TEST DATA

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Agricultural Analytical Services Laboratory
 The Pennsylvania State University
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Analysis Report For:				Copy To:		
Don Butynski WeCare Organics 4150 Platt Rd Ann Arbor MI 48107						
LAB ID	SAMPLE ID	REPORT DATE	SAMPLE TYPE	FEEDSTOCKS	COMPOSTING METHOD	COUNTY
C09673	Ann Arbor Compost Facility	07/17/2017	Finished Compost		Windrow	

RESPIROMETRY
Carbon Dioxide (CO₂) Evolution Rate

TEST RESULTS	
mg CO ₂ -C/g solids/day:	0.3
mg CO ₂ -C/g organic matter/day:	1.1

APPENDIX E. FINISHED COMPOST ANALYTICAL TEST DATA

INTERPRETATION

Respirometry (CO₂ evolution) provides a measurement of the relative microbial activity in a compost and can therefore be used as an estimate of compost stability. The interpretive index below assumes optimal conditions for microbial activity are present including temperature, moisture and nutrients, and that toxic components that would inhibit microbial respiration are absent.

Result ¹	Stability Rating ²	General Characteristics
< 1	Very stable	Well cured compost No continued decomposition No odors No potential for volatile fatty acid phytotoxicity
1-2	Stable	Moderately well cured compost Odor production not likely Limited potential for volatile fatty acid phytotoxicity Minimal to no impact on soil carbon and nitrogen dynamics
2-5	Moderately unstable, curing compost	Curing compost Odor production not likely Limited potential for volatile fatty acid phytotoxicity Minor impact on soil carbon & nitrogen dynamics
6-9	Unstable, raw compost	Active, uncured compost Minimal odor production Moderate to high potential for volatile fatty acid phytotoxicity Moderate potential for negative impact on soil carbon & nitrogen dynamics
10-11	Raw compost, raw organic products	Highly active, uncured compost Odor production likely High potential for volatile fatty acid phytotoxicity High potential for negative impact on soil carbon & soil nitrogen dynamics
>11	Raw feedstock, unstabilized material	Raw, extremely unstable material Odor production expected Probable volatile fatty acid phytotoxicity with most materials Negative impact on soil carbon & soil nitrogen dynamics expected

¹Units in mg CO₂-C/g organic matter/day

²Test Methods for the Examination of Composting and Composts (revised July 15, 2015)



**US COMPOSTING
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*Seal of Testing
Assurance*

WeCare Organics
 4150 Platt Rd
 Ann Arbor MI 48107
 Tel: 734-489-4518
 Fax:
Product Name: Ann Arbor Compost Facility

Lab ID: C09673

Report Date: 07/17/2017

Compost Technical Data Sheet

<i>Compost Parameters</i>	<i>Reported as (units of measure)</i>	<i>Test Results</i>	<i>Test Results</i>
<i>Plant Nutrients:</i>	<i>%, weight basis</i>	<i>% wet weight basis</i>	<i>% dry weight basis</i>
Nitrogen	Total N	0.86	1.61
Phosphorus	P ₂ O ₅	0.32	0.60
Potassium	K ₂ O	0.42	0.79
Calcium	Ca	4.57	8.53
Magnesium	Mg	0.96	1.80
Moisture Content	%, wet weight basis	46.44	
Organic Matter Content	%, dry weight basis	37.81	
pH	unitless	8.21	
Soluble Salts <i>(electrical conductivity)</i>	dS/m (mmhos/cm)	2.55	
Particle Size	< 9.5 mm	98.70	
Stability Indicator <i>(respirometry)</i> CO ₂ Evolution	mg CO ₂ -C/G TS/day, AND mg CO ₂ -C/G OM/day	0.31 1.07	
Maturity Indicator <i>(bioassay)</i> Percent Emergence, AND Percent Seedling Vigor	% of control %	100.00 100.00	
Select Pathogens	PASS/FAIL: per US EPA Class A standard, 40 CFR § 503.32(a)	PASS: Fecal Coliform < 1,000 MPN per g of dry solids	
Trace Metals	PASS/FAIL: per US EPA Class A standard, 40 CFR § 503.13, Tables 1 and 3	PASS: As, Cd, Cu, Pb, Hg, Mo, Ni, Se, and Zn are less than limits specified by US EPA Class A Standard 40 CFR § 503.13, Tables 1 and 3	

Participants in the US Composting Council's Seal of Testing Assurance Program have shown the commitment to test their compost products on a prescribed basis and provide this data, along with compost end use instructions, as a means to better serve the needs of their compost customers.



**US COMPOSTING
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*Seal of Testing
Assurance*

WeCare Organics
 4150 Platt Rd
 Ann Arbor MI 48107
Tel: 734-489-4518
Fax:
Product Name: Ann Arbor Compost Facility

Lab ID: C09673

Report Date: 07/17/2017

Compost Technical Data Sheet

<i>Compost Parameters</i>	<i>Reported as (units of measure)</i>	<i>Test Results</i>
Plant Nutrients:		Not reported
Moisture Content	%, wet weight basis	46.44
Organic Matter Content	%, dry weight basis	37.81
pH	unitless	8.21
Soluble Salts <i>(electrical conductivity)</i>	dS/m (mmhos/cm)	2.55
Particle Size	< 9.5 mm	98.70
Stability Indicator <i>(respirometry)</i> CO ₂ Evolution	mg CO ₂ -C/G TS/day, AND mg CO ₂ -C/G OM/day	0.31 1.07
Maturity Indicator <i>(bioassay)</i> Percent Emergence, AND Percent Seedling Vigor	% of control %	100.00 100.00
Select Pathogens	PASS/FAIL: per US EPA Class A standard, 40 CFR § 503.32(a)	PASS: Fecal Coliform < 1,000 MPN per g of dry solids
Trace Metals	PASS/FAIL: per US EPA Class A standard, 40 CFR § 503.13, Tables 1 and 3	PASS: As, Cd, Cu, Pb, Hg, Mo, Ni, Se, and Zn are less than limits specified by US EPA Class A Standard 40 CFR § 503.13, Tables 1 and 3

Participants in the US Composting Council's Seal of Testing Assurance Program have shown the commitment to test their compost products on a prescribed basis and provide this data, along with compost end use instructions, as a means to better serve the needs of their compost customers.