

Request for Bids

Residential/Commercial/Industrial Solid Waste, Recycling Collection, Hauling, & Disposal Services

Bid Date: February 5, 2020

Due Date: March 3, 2020

General Description

The City of Greenville is soliciting for bids on a 3-year, 5-year and/or 7-year solid waste collection, hauling and disposal contract. Enclosed you will find a **Bid Specifications/ Scope of Project and Proposed Contract.**

Principal Contact

The principal contact with the City of Greenville will be:

George Bosanic City Manager 411 S. Lafayette Street Greenville, MI 48838 (616)754-5645 (616)754-6320 (fax) gbosanic@greenvillemi.org

Bid Information

Any changes and/or addenda to this bid request will be posted on www.greenvillemi.org under the bids tab. Any and all questions regarding this RFB shall be directed to the principal contact listed above.

Due Date

Bids are due 2:00 pm, Tuesday, March 3, 2020

Submission of Proposals

Please submit your sealed bids using the attached bid form, as well as all other requested information. One copy of the bid shall be delivered to:

City of Greenville Attn: City Clerk 411 S. Lafayette Street Greenville, MI 48838

All responses must be clearly labeled-Waste Collection

Evaluation of Bids

The City will review submitted bids and other relevant information. The City reserves the right to accept or reject any response for any or no reason and to waive any minor irregularity if determined to be in the best interest of the City of Greenville.

Selection of Bids

Once the winning bid is selected, the City will draft an agreement. Upon bidder approval and execution, it will be presented to Council for approval.

Scope of Work

Residential Households: 2,595 serviced weekly (184 extra carts)

Recycle Bins: 1,417

Commercial Carts: 162 serviced multiple times per week

Commercial Containers: 7,800 cubic yards per month from multiple sized

(Range 7,100- 8,500) containers serviced Monday thru Friday

Industrial Roll-Off: 14 sites are serviced. 30, 34, 40, & 42 cubic yard

roll-offs are offered

Introduction

The work under a Service Agreement and License for residential solid waste removal, hauling and disposal - as well as comprehensive curbside recycling - consists of items contained in the bid document, including all supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the agreement documents.

Definitions

- A. <u>Bags</u>: Plastic sacks designed to store refuse with sufficient wall strength (at least 2.5 mi.) to maintain physical integrity when lifted by top. The total weight of a bag and its contents shall not exceed 40 pounds.
- B. <u>Bulky Waste</u>: Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable material with weights or volumes greater than those allowed for containers.
- C. <u>Excluded Waste</u>: Excluded waste means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes; each as defined by

^{*}Details are displayed in Attachment I for your reference.

applicable federal, state, or local laws or regulations.

- D. City: City of Greenville, Michigan
- E. <u>Construction Debris</u>: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- F. <u>Container</u>: A receptacle with a capacity of greater than 20 gallons, but less than 110 gallons, constructed of plastic, metal or fiberglass having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The contractor has the option to provide its customers with cart-type containers not to exceed 110 gallons.
- G. <u>Contract Documents</u>: The Bid Specifications, instructions to bidders, Contractor's proposal, general specifications, all attachments to the contract, performance bond and any other addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- H. <u>Contractor</u>: The person, corporation or partnership performing the service for residents of the City under this Agreement.
- I. <u>Dead Animals</u>: Animals or portions thereof equal to or greater than 5 pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- J. <u>Disposal Site</u>: A refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agency having jurisdiction and requiring such licenses, permits or approvals.
- K. <u>Garbage</u>: Any and all dead animals of less than five pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from preparation, processing, consumption, dealing in, handling, packing canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tinned cans and other food containers; and all other easily decomposable waste matter or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.
- L. <u>Hazardous Waste</u>: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to federal and state law.

- M. <u>Yard Waste</u>: Leaves, grass clippings, vegetables or other garden debris, shrubbery, brush or tree trimmings less than four feet in length and two inches in diameter, or woodchips that can be converted to compost humus. Yard clippings do not include stumps, agricultural wastes, animal waste, roots, sewage sludge or garbage.
- N. <u>Producer</u>: An occupant of a residential unit who generated refuse.

O. Recyclables:

- a. "Recyclable Materials" are used and/or discarded materials that are capable of successful processing and sale on the commodity market.
- b. "Acceptable Materials" means the materials listed in Phase 1, Section D below.
- c. "Unacceptable Materials" means the materials listed in Phase 1, Section D below. All recyclable materials collected for delivery and sale by the Contractor shall be hauled to a processing facility selected by the Contractor for processing.
- P. <u>Refuse</u>: This term shall refer to residential garbage and bulky waste, construction debris and stable matter generated at a residential unit unless the context otherwise requires.
- Q. <u>Residential Refuse</u>: All garbage, yard waste and rubbish generated by a producer at the residential unit.
- R. Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than six families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multiple level construction consisting of four or less contiguous or separate single-family units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.
- S. <u>Rubbish</u>: All waste, wood, wood products, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products, such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.
- T. Stable Matter: All manure and other waste normally accumulated in or about

- a stable or any animal, livestock or poultry enclosure and resulting from the keeping of animals, poultry or livestock.
- U. <u>Standard Residential Service</u>: Weekly service including pick-up, removal, hauling, recycling or disposal (as appropriate) of residential refuse, and bulky waste pursuant to the terms set forth herein.

Services Provided

The solid waste collection, hauling and disposal, and comprehensive curbsiderecycling program shall be divided into two (2) phases. It is the desire of the City of Greenville to utilize one contractor for all two phases; however, the City will evaluate each phase individually and reserves the right to utilize more than one vendor for the entire program. A complete breakdown of the two (2) phases of this program can be found below.

Operation

- A. <u>Hours of Operation</u>: Collection operations in residential areas shall not start before 7:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and the Contractor in writing or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to weather or other circumstances that are beyond the control of the Contractor. In all cases, such exceptions shall be approved by the City Manager.
- B. Route of Collection: Collection routes shall be established by the Contractor, and the Contractor shall submit a map designating the collection routes to the City for approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to the City changes in the routes or days of collection, which approval shall not be unreasonably withheld, and upon the City's approval of such changes, the Contractor shall promptly give written and published notice to the affected residential units. The days of collection shall be set by the City. The Contractor may propose collection of residential waste to be completed in one day, two days, or four days during each week.
- C. <u>Holidays</u>: The following shall be holidays for purposes of this bid document: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor shall observe any or all of the above-mentioned holidays by the suspension of collection service on the holiday. If a holiday falls on a Monday, Tuesday or Wednesday prior to a holiday, Thursday will become a resident's collection day. If a holiday falls on a Thursday or Friday, the Wednesday collection day will not change. All collection days will be on the days from Monday through Friday unless a holiday falls during the week and requires a collection day to be held on a Saturday.

- D. <u>Complaints</u>: All complaints made directly to the Contractor shall be given prompt and courteous attention. In the case of alleged mis-scheduled collections, the Contractor shall investigate; and, if such allegations are verified, shall arrange for the collection of the uncollected refuse within 24 hours after the complaint is received. The Contractor shall furnish a toll-free number and/or Greenville extension number for the use of residents served under the contract.
- E. <u>Collection Equipment</u>: The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the identity and telephone number of the Contractor and a magnetic logo or "acceptable substitute" that promotes keeping Greenville clean. The development of such design shall be the responsibility of the Contractor and such design shall be submitted to the City (or its designated representative) for review and approval.
- F. <u>Communication Equipment</u>: The Contractor's collection vehicles shall be equipped with acceptable communication devices, which enable them to communicate with the Contractor's home office, and any other office at which calls to the Contractor's "consumer complaint" number of the City are received.
- G. Office: The Contractor shall maintain an office or such other facilities at which contact can be made by the general public. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. until 4:30 p.m. on regular collection days. The person in charge is required to be knowledgeable of the details of the agreement between the City and the Contractor.
- H. <u>Collection</u>: The Contractor shall at all times maintain the City streets, sidewalks and parkways in a neat and clean appearance. All cans shall be placed upright with their lids secured on top of the receptacle. Any spilled refuse caused by collection shall be removed and placed in the collection vehicle.
- I. <u>Hauling</u>: All refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing is prevented.
- J. <u>Disposal</u>: All refuse collected for disposal by the Contractor shall be hauled to a licensed disposal site, and the charge for disposal shall be included in the rates set forth in this Agreement. The Contractor agrees that the landfill used for the disposal of the City's solid waste will at all times be in compliance with the Montcalm County Solid Waste Plan.
- K. <u>Point of Contact</u>: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the City Manager's Office.
- L. Alternative Bid: A bidder may supply an alternative bid to the specified bid

- sheet attached to this document for any items, services, or consideration it believes may benefit the City of Greenville and its residents.
- M. <u>Right of Reject:</u> The City of Greenville reserves the right to accept or reject any or all bids, waive any irregularities, and make an award based on what is determined to be in the best interest of the City of Greenville and its residents. The award may be given based on criteria other than the lowest bidder.

Phase I

- 1) This Phase includes the collection, hauling, and disposal of garbage at curbside for the households located within the City limits. The Contractor shall bid on this phase of the program on a price-per-household basis for each month of collection. The Contractor shall provide each household with one 96-gallon cart or comparable size approved by the City Manager unless the resident elects to forego said cart.
- 2) A comprehensive curbside recycling program shall also be offered to the residents of Greenville as part of Phase I of this program. Residents will be able to place commingled recyclables in a bin, which is provided by the contractor. There shall be no additional cost to the resident for the use of this bin. The Contractor shall bid on the recycling portion of Phase I of this program on a price-per-household basis for each month of collection. Please note that this bid is separate from the curbside garbage collection bid. The Contractor will be paid on a per bin basis, so it is in the best interest of the Contractor to focus on the promotion of recycling.
- 3) Phase I shall also include the collection of commercial/industrial solid waste from Greenville businesses. Commercial/industrial businesses utilize a dumpster-type container of various sizes for the disposal of their solid waste. The Contractor is to bid on this section of Phase I on a price-per-cubic-yard, per dump basis. A complete breakdown of the size and number of dumps per week can be found as (Attachment I) to these specifications. Commercial/industrial waste is to be dumped on an as-needed basis.
- 4) The last aspect of Phase I of this program shall include an administrative fee paid to the City for monthly billings for residential solid waste and recyclable collection, hauling, and disposal. The City administration has divided the City into three sections for which one section is billed each month. This is repeated each month for three months so that the entire City is billed each quarter. The City will continue this practice. The City will be paid an administrative fee for these monthly billings on a lump sum basis per month. The City will also bill commercial/industrial businesses for solid waste collection, hauling and disposal, and pay the successful contractor for the service. The billing for commercial/industrial businesses should also be a factor when calculating the administrative fee paid to the City.

a. Weekly Service: The Contactor shall collect from each customer in the City all residential refuse as herein defined, which is placed at the curbside. Handicapped or senior citizens may place bags and containers a maximum of 50 feet from the curb if their health and physical condition do not allow them to bring it to the curb. In the event that any material disputes arise as to the location or amount of residential refuse, bulky waste, bags or containers for collection, the City Manager or his designee shall make the final decision as to the appropriate location or volume and so indicate to the Contractor.

Contractors will pick up weekly residential refuse and recyclables once each week or biweekly, whichever is approved by the City. Residential refuse and recyclables will not be collected on holidays. If a collection date falls on a holiday or business days prior during the week, the very next day after normal collection day will become the collection day for that collection route.

b. Annual Spring and Fall Cleanup: The Contractor shall collect and dispose of rubbish and bulky waste during the annual Spring and Fall Cleanup. There will be two separate line items found on the bid-tab sheet. The contractor will not be obligated to pick up appliances with motors that contain hazardous waste materials, such as polychlorinated biphenyls (PCBs), Freon, etc. The program will be reviewed annually by the City to evaluate in light of, and protect against, abuses by noncustomers.

Line item 1 will be the bid amount for collecting bulky waste, as is the current practice, which is to divide the City into five segments and pick up waste Monday through Friday for each respective area. Line item 2 will be the bid amount for collecting all bulky waste on Saturday.

c. <u>New Residential/Commercial/Industrial Accounts</u>: The contractor shall be responsible for contacting new accounts and informing them of the City's Solid Waste Ordinance and the procedure for complying with the Ordinance and contract.

d. Recycling Service:

i. The Contractor shall maintain and provide a comprehensive curbside recycling program (the "Recycling Program") for the City.

ii.

- a. A container must be provided to each customer for commingled recycled items and shall be collected on the same day as refuse pick up.
- b. Alternatively, the Contractor may provide an alternative bid in

addition to the requested bid complying with the same terms in ii (a) except for commingled recycled items shall be collected biweekly on the same day as refuse pick up.

- iii. Items to be communicated as "acceptable" or "not-acceptable" which shall be placed within recycling bins/containers by the residents shall be specified by the local materials recovery/processing facility.
- iv. Promotion, education and public awareness are acknowledged as an important part of the Recycling Program. The Contractor shall budget and expend funds to adequately support promotional efforts for maintenance of the Recycling Program. These promotional efforts shall be approved by the City Manager. The amount of such funds shall be listed by the Contractor on the Bid Tab Sheet. It is expected that the successful bidder will aggressively promote its curbside recycling program prior to implementation and throughout the duration of the Contract. The bidder must provide a recycling plan as part of the bid. If the contractor fails to perform any portion of the approved and agreed upon promotional efforts at the year-end of each year of the contract, the annual amount shall be remitted to the City as the penalty for failure to comply with the terms of the portion of the agreement.
- v. After implementation of the Recycling Program, educational and promotional efforts will continue. Emphasis shall focus on education through the schools, promotional contests, feedback, such as progress reports, and up-to-date information on the recycling industry. Reports described herein shall be submitted to the City Manager on a quarterly basis for review and approval.
- vi. The Contractor shall enter into a signed contract with an organization (the "Recycler") that will handle and market the recyclable material collected through the Recycling Program. A copy of the contract shall be provided to the City when available, but in any case, not later than <u>July 1, 2020</u>, see Attachment D. The Contractor shall not be excused from its obligation to implement and maintain the Recycling Program, on the basis of any act, failure, omission or representation of the Recycler. The Recycler shall have the capacity to handle the volume of recyclable materials collected by the Contractor in the City.
- vii. In the event that the Recycler refuses to accept any materials collected by the Contractor through the Recycling Program because the materials are in a condition, which renders them unfit for recycling, the Contractor shall dispose of such materials in accordance with applicable law. However, in the event that such an unacceptable condition is caused by the negligence, recklessness or

intentional act of the Contractor (or its employees, agents or representatives), the Contractor shall be liable to the City for the gross market value of such materials if they were in recyclable condition. In the event the Recycler refuses to accept any materials collected for recycling because it is unable to find a viable market for such materials with reasonable efforts, such materials shall be disposed of in accordance with applicable law. The Contractor agrees to provide reasonable efforts and resources to locate (or assist the Recycler in locating) a viable market for materials collected through the Recycling Program.

- viii. To provide for a further incentive for the Contractor to promote recycling, the City will pay a per month rate for the actual number of residents who recycle. Example: If 70% of the total number of homes participated in the recycling program, then the City shall pay the Contractor for the total number of homes per month multiplied by 70%.
- e. <u>Donations of Services</u>: The Contractor agrees to donate its services each year to remove and dispose of up to forty (40) cubic yards of garbage and refuse during the Danish Festival held the third full week in August. The Contractor may bill the City or the other nonprofit sponsor (as applicable) for refuse in excess of forty (40) cubic yards per event at a rate agreed to by the parties. It shall be the responsibility of the special event organizer or sponsor to initiate contact (upon reasonable advance notice) with the Contractor and to arrange the details of the services to be donated by the Contractor.
- f. Reporting Procedure: The Contractor shall provide to the City Manager, on a monthly basis, a summary report of the previous month's certified load receipts for all material collected and delivered by the Contractor to the landfill, recycling processing site, and any other site where collected materials are delivered. These reports shall provide a quantitative measure of materials delivered, such as tons, cubic yards or other units, whichever may apply. The Contractor shall also supply quarterly reports, including the number of customers and the participation rate of services provided.

Phase II

1) Currently, the City owns a transfer station for the staging of solid waste prior to hauling to and disposal at a NREPA Part 115 approved landfill. Phase II of this program will include a lease payment to the City for the operation of the transfer station by the successful bidder. Lease payments shall be paid to the City on a monthly basis. It will be the responsibility of the successful bidder to supply all labor, materials and additional equipment necessary for the operation of the transfer station.

All bidders interested in operating the transfer station are required to visit and inspect the transfer station prior to bidding on this program. The successful bidder will be allowed to utilize the transfer station for the staging of solid waste from additional garbage routes and garbage generators outside of the City limits. Bidders should anticipate this function and the benefits derived from it when calculating the lease fee paid to the City.

The Contractor shall be responsible for routine maintenance and repair or damage to transfer station equipment, grounds and/or building. The Contractor shall also be responsible for payment of all utilities, snow removal and lawn mowing of transfer station grounds.

The Contractor may make access to the Transfer Station available to the public on a schedule approved by the City Manager.

Rates

1) Rates:

- a. For services required to be performed pursuant to this bid document, the charges shall not exceed the rates provided by the successful contractor(s) in his/her proposal, unless otherwise approved by the City.
- b. For special collections provided by the Contractor, charges are to be negotiated between the Contractor and the City and the Producer prior to collection. If an agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.
- c. The charges provided shall include all disposals and related costs.
- d. No contracts for collection, having or disposing of any solid waste between the Contractor and any producer within the City of Greenville without prior approval from the City. Failure to comply with this provision may result in immediate termination of the contract.

2) Modification of Rates:

a. The Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as a revised law, ordinance or regulation. Changes in the location of disposal sites or changes in disposal charges will not be viewed as an acceptable reason for rate increases. The City is assuming that the successful bidder will enter into a contact with a NREPA Part 115 approved landfill at fixed rates for the life of this contract. Upon petition at reasonable times by the Contractor, when necessary, the rates or service fees shall be revised to reflect operating increases, such as labor, fuel and insurance, and upon any substantial reduction in revenues generated by standard residential service resulting from the changes described in subsection "3" of this section

provided that the Contractor can demonstrate total compliance with contract provisions.

b. Any rate change shall be subject to approval by the City Council by resolution. The Contractor shall not assess any rates or fees not so approved.

Compliance with Laws

The Contractor shall conduct operations outlined under this bid document in compliance with all applicable laws, provided, however, a Service Agreement and License shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on this subject.

Non-discrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, handicapped status, height or marital status.

Indemnity

The Contractor shall indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees, or resulting from disposal (not including recyclable materials delivered to and accepted by the Recycler) of materials collected by the Contractor in the City; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of the award of this contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees. Persons are not agents of the City merely because they are consumers of services provided by the Contractor.

Licenses and Taxes

The Contractor shall use its best efforts to obtain and maintain all licenses and permits required by law, provided that if the Contractor fails to obtain required permits and licenses, the City may terminate this Agreement. Provided that the Contractor is not then in breach of this Agreement, the City shall not withhold or terminate any City license or permit, or unreasonably withhold any action or information necessary for the Contractor to obtain any other license or permit required by law. The Contractor shall promptly pay all taxes required by the City.

Insurance

The Contractor shall at all times maintain in full force and effect the employer's liability, workers compensation, public liability and property damage insurance, including contractual liability coverage for the provisions of Indemnity Section. All insurance shall be by users and for policy limits acceptable to the City, and before the

commencement of work, the Contractor agrees to furnish the City certificates of insurance and other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

Performance Bond

- a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this contract. Said surety bond must be in the amount of \$750,000.
- b) Premiums for the bonds described above shall be paid by the contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the state.
- d) Attorneys who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Transferability of Contract

Any Service Agreement and License awarded may not be assigned nor sublet in whole or in part without the prior consent of the City of Greenville as evidenced by Resolution of the City Council. Any attempt to assign an agreement without prior consent shall render the agreement null and void.

Non-exclusive Contract and License

The City shall grant to the successful Contractor(s) and the Contractor shall accept a nonexclusive contract and license to collect for recycling or disposal residential refuse, yard waste and bulky waste within the corporate limits of the City. The Contractor shall at all times have the right to refuse to collect hazardous waste from residential units.

Ownership

Title to materials collected shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a container or removed by the Contractor from the residential unit's premises, whichever last occurs.

ATTACHMENT A

Solid Waste Contract Sample

SOLID WASTE DISPOSAL CONTRACT SAMPLE

The City of Greenville, c/o Norice Rasmussen, Clerk, 411 S. Lafayette Street, Greenville, Michigan, hereinafter referred to as the "City", and the Contractor (Contractor Name) located at (address), hereinafter referred to as "Contractor" enter into this agreement on (DATE).

Whereas, within the City there is presently in operation a trash and garbage pickup system which the Contractor will begin to operate as of (<u>DATE</u>); and

Whereas, the City desires to dispose of certain solid wastes accumulated from the City; and

Whereas, the City desires to enter into a contract to pick up, transport and dispose of solid waste; and

Whereas, Contractor is a Michigan corporation which operates and provides the said services; and

Whereas, the parties hereto intend that an independent contractor relationship will be created by this Contract and not an employer-employee relationship.

NOW, THEREFORE, the parties herein agree to the following:

- 1. <u>Term.</u> This Contract shall be effective for (<u>TERM</u>) from the date of (<u>DATE</u>). This Contract shall become effective on the day of execution. Contractor shall begin the services of transport and disposal of solid waste as set out by this agreement on (<u>DATE</u>).
- 2. <u>Compliance with Applicable Local, State and Federal Laws</u>. The Contractor shall comply with all applicable laws pertaining to collecting, transporting, loading and unloading, storing, and disposal of solid wastes.

The City shall notify the Contractor, in written form, within ten (10) days whenever a notice or letter of noncompliance is received by the City pertaining to the collecting, transporting, loading and unloading, storing or disposal of solid wastes. If the item of noncompliance pertains to the operations carried out by the Contractor under this Contract, the Contractor shall correct such noncompliance in a timely fashion or in accordance with the requirements of the notice of noncompliance received by the City.

If the Contractor fails to comply within a reasonable amount of time with the requirements of any notice of noncompliance, the City shall have the right to terminate this Contract. If the City fails to comply with the requirements of any notice of noncompliance and such noncompliance jeopardizes the operations carried out by the Contractor under this contract, the Contractor shall have the right to terminate this Contract without further liability. In the event the Contractor terminates this Contract in accordance with such right, the Contractor shall not be entitled to expectancy damages. The term expectancy damages, as used herein, shall be defined as expenses accrued by the Contractor resulting from the termination of this Contract by the Contractor.

- 3. <u>Selection of Disposal Site</u>. The solid waste disposal facility shall be licensed under NREPA Part 115, and any subsequent amendments thereof. In addition, the selection of a solid waste disposal facility shall be in accordance with the current Montcalm County Solid Waste Management Plan. The Contractor is responsible for delivery of solid waste to a site, which is legal and proper as required by Michigan law.
- 4. Quality and Characteristics of Solid Waste. The Contractor shall be familiar with the nature of general refuse and should anticipate hauling solid waste generated from residential, commercial, and industrial sources. The City makes no guarantee as to the nature of the solid waste. The Contractor is expected to only transport those materials for which he is licensed and are in conformance with NREPA Part 115. Should the Contractor discover a material that is classified as hazardous, he should immediately cease and desist from disposal of such material, secure the material, and immediately notify the City and/or generator such that appropriate actions with the guidelines of the law may be taken.
- 5. <u>Independent Contractor.</u> The parties understand and agree that the contractor, (CONTRACTOR NAME), is an independent contractor and not an employee of the City of Greenville.
- 6. <u>Transporting Solid Waste</u>. The contractor shall remove solid waste from the transfer facility on a regular basis and at such frequencies so as to ensure that the City's solid waste transfer facility and any City adjoining storage facilities are not overloaded. The Contractor shall transport solid waste with properly licensed vehicles by properly licensed drivers. All vehicles furnished by the Contractor used to transport solid waste shall be capable of meeting the licensing requirements of NREPA Part 115, as amended. The Contractor shall be responsible and liable for the transporting of solid waste from the City transfer facility to the disposal site or storage facility.

On a routine schedule, the Contractor shall inspect each vehicle used to transport solid waste to assure that there are not leaks or spills from such transport vehicle. The Contractor shall be responsible for the cleanup of any spills that occur during the transportation of solid waste. No breach of Contract shall be declared if the contractor shall have violated the provisions of this section if he takes the necessary steps to correct an equipment problem or if steps are taken so as to ensure future compliance with applicable law.

7. <u>Hold Harmless</u>. The Contractor agrees to indemnify and hold harmless the City of Greenville, its agents, employees or any other person against loss or expense, including attorney's fees, by reason of the liability imposed by law upon the City, except in cases of the City's sole negligence, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the City, its employees or agents or any other person. In the event such liability is caused by the joint negligence of City and Contractor, liability shall be apportioned in accordance with the degree of negligence of the parties.

It is further understood and agreed that the Contractor shall (at the option of the City) defend the City of Greenville with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

- 8. <u>Severability</u>. If any term or provision of this Contract shall be found to be void or unenforceable, such finding shall be limited to such term or provision and shall not affect the enforceability of the remaining terms and provisions of this Contract.
- 9. <u>Success and Assigns.</u> The Contractor hereby binds itself, its successors, and assigns to the terms of this Contract. The Contractor shall not assign, give, or transfer its interest in this Contract without the prior written consent of the City.
- 10. <u>Waiver</u>. Failure to enforce any term or the waiver of any violation of a term of this contract shall prevent the subsequent enforcement of any such term.
- 11. <u>Notices</u>. No waiver or notice shall be effective unless in writing. Notices shall be deemed sufficiently given when in writing and (a) when actually served on the party to be notified or when (b) placed in an envelope and directed to the party to be notified and sent by first class mail. Unless a change of address is provided, notices may be sent to the following addresses:

Clerk-Finance Director City of Greenville City Hall 411 S Lafayette Street Greenville, MI 48838 CONTRACTOR
ADDRESS
CITY, STATE, ZIP

12. <u>Additional Terms</u>. The Contractor shall not enter into any individual agreements with other business and industry within the corporate limits of the City of Greenville except when specifically approved by the City. This Contract shall void all other contracts.

Additional terms may be added to this Contract when added in writing and when agreed to by both parties

- 13. Other terms of this contract are given in the following documents, which documents are incorporated into this Contract, by reference:
 - A. An invitation to bid on (<u>DATE</u>), prepared by City of Greenville in connection with the Bidding Process on the Greenville Waste Hauling Contract. Page one (1) of those (<u># of Pages</u>) pages of the document is incorporated in and is a part of this Contract.
 - B. (<u>DATE</u>), Bid of (<u>COMPANY NAME</u>) of Michigan. Page one (1) of that bid is attached for identification; however, all three (<u># of Pages</u>) pages of the bid are made a part of this Contract. The City and Contractor agree those Phases I and II of the Contractors Bid are accepted.
 - C. One Page Bid Tabulation prepared by George Bosanic, City Manager, specifically the tabulation numbers/figures at the bottom of each page, being the bid numbers of Contractors. This Bid Tabulation isattached.
 - D. On or before (<u>DATE</u>), the Contractor shall file with the Greenville City Clerk a performance bond with surety in the amount of \$750,000.00 or a form similar to "Attachment F".
 - E. On or before (DATE), the Contractor shall satisfy the City that insurance required by "Attachment D Insurance Requirements" is in effect. This insurance shall remain in effect during the term of this Contract.
 - F. By signing the contract, the Contractor agrees to the City of Greenville's purchase order terms and conditions "Attachment J".

day of	the parties hereto have caused this Contract to be executed on the,
WITNESS:	CONTRACTOR.
	By:
	Its:
WITNESS:	CITY OF GREENVILLE, A municipal corporation
	By:
	Its: Norice Rasmussen, Clerk-Finance Director
	Ву:
	Its: John M. Hoppough, Mayor

ATTACHMENT B Bid Tab Sheet - Phase I & II

TO: City of Greenville 411 S. Lafayette Street Greenville, MI 48838

(DATE), I propose as an labor, equipment, and m	ce with your notice, instructions and specifications dated appointment agent ofto provide all naterials necessary to collect, haul, and dispose of all wasters required and illustrated by the attached specifications and
All Federal and State ta net price.	xes have been deducted and the prices stated below are the
NAME OF BIDDER:	
ADDRESS OF BIDDER:	
AGENT NAME:	
SIGNATURE:	
DATE:	

BID TAB SHEET – 3-YEAR CONTRACT OPTION

PHASE I

Item-Residential	Per Unit Per Month Cost	
Price per household for curbside weekly garbage collection, hauling and disposal.		
1-day	\$	
2-day	\$	
4-day	\$	
Price per household for comprehensive curbside recycling including hauling and		
disposal.		
Weekly:	\$	
Bi-Weekly	\$	

Item- Commercial/ Industrial	Cost
Price per cubic yard for commercial/industria	al garbage collection, hauling and
disposal (attach rate schedule).	
Commercial Collection:	Per Cubic Yard: \$
Commercial Carts:	Per Month: \$
Roll Off/Industrial Collection:	Per Cubic Yard: \$
Roll Off/Industrial Collection:	Per Month: \$

Item- Recycle & Bulk Item Clean-up	Cost
Administrative fee paid to the City for	
quarterly billings to residents for solid	Per Month: \$
waste and recycling services.	
Price for annual Spring and Fall cleanup on a lump-sum basis per calendar year	
Based on a 5-day collection:	Per Annual: \$
Based on a 1-day collection: (Saturday)	Per Annual: \$

BID TAB SHEET – 5-YEAR CONTRACT OPTION

PHASE I

Item-Residential	Per Unit Per Month Cost	
Price per household for curbside weekly garbage collection, hauling and disposal.		
1-day	\$	
2-day	\$	
4-day	\$	
Price per household for comprehensive curbside recycling including hauling and		
disposal.		
Weekly:	\$	
Bi-Weekly	\$	

Item- Commercial/ Industrial	Cost
Price per cubic yard for commercial/industria	al garbage collection, hauling and
disposal (attach rate schedule).	
Commercial Collection:	Per Cubic Yard: \$
Commercial Carts:	Per Month: \$
Roll Off/Industrial Collection:	Per Cubic Yard: \$
Roll Off/Industrial Collection:	Per Month: \$

Item- Recycle & Bulk Item Clean-up	Cost
Administrative fee paid to the City for	
quarterly billings to residents for solid	Per Month: \$
waste and recycling services.	
Price for annual Spring and Fall cleanup on a lump-sum basis per calendar yea	
Based on a 5-day collection:	Per Annual: \$
Based on a 1-day collection: (Saturday)	Per Annual: \$

BID TAB SHEET – 7-YEAR CONTRACT OPTION

PHASE I

Item-Residential	Per Unit Per Month Cost	
Price per household for curbside weekly garbage collection, hauling and disposal.		
1-day	\$	
2-day	\$	
4-day	\$	
Price per household for comprehensive curbside recycling including hauling and		
disposal.		
Weekly:	\$	
Bi-Weekly	\$	

Item- Commercial/ Industrial	Cost
Price per cubic yard for commercial/industria	al garbage collection, hauling and
disposal (attach rate schedule).	
Commercial Collection:	Per Cubic Yard: \$
Commercial Carts:	Per Month: \$
Roll Off/Industrial Collection:	Per Cubic Yard: \$
Roll Off/Industrial Collection:	Per Month: \$

Item- Recycle & Bulk Item Clean-up	Cost
Administrative fee paid to the City for	
quarterly billings to residents for solid	Per Month: \$
waste and recycling services.	
Price for annual Spring and Fall cleanup on a lump-sum basis per calendar yea	
Based on a 5-day collection:	Per Annual: \$
Based on a 1-day collection: (Saturday)	Per Annual: \$

ATTACHMENT C

Transfer Station Bid Sheet - Phase II

BID TAB SHEET - 3-YEAR CONTRACT OPTION

PHASE II

Item	Cost
Rental/lease fee for operation of the City transfer	\$
station	Φ
Hauling fee for solid waste from the transfer	
station to a certified NREPA Part 115 approved	Per Haul: \$
landfill per 100 yard roll off container	
Disposal fee charged per ton to be disposed of at a	D T @
certified NREPA approved landfill Part 115	Per Ton: \$

BID TAB SHEET - 5-YEAR CONTRACT OPTION

PHASE II

Item	Cost
Rental/lease fee for operation of the City transfer	Ф.
station	\$
Hauling fee for solid waste from the transfer	
station to a certified NREPA Part 115 approved	Per Haul: \$
landfill per 100 yard roll off container	
Disposal fee charged per ton to be disposed of at a	D T ¢
certified NREPA approved landfill Part 115	Per Ton: \$

BID TAB SHEET - 7-YEAR CONTRACT

PHASE II

Item	Cost
Rental/lease fee for operation of the City transfer	\$
station	Ф
Hauling fee for solid waste from the transfer	
station to a certified NREPA Part 115 approved	Per Haul: \$
landfill per 100 yard roll off container	
Disposal fee charged per ton to be disposed of at a	Don Ton . ¢
certified NREPA approved landfill Part 115	Per Ton: \$

ATTACHMENT D

Recycling Program/Plan/Contract

Recycling Plan/Program must include a list of what is considered "acceptable recyclable".

Must provide a copy of the Recycling Contract by July 1, 2020

ATTACHMENT E

Hold Harmless Agreement

Contractor agrees to indemnify and hold harmless the City of Greenville, its agents, employees or any other person against loss or expense, including attorney fees, by reason of the liability imposed by law upon the City, except in cases of the City's sole negligence, for damage because of bodily injury, including death at any time resulting thereof, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the City, its employees or agents or any other person.

CONTRACTOR:	
ADDRESS:	_
PHONE:	
DATE:	
SIGNATORY NAME PRINTED:	
SIGNATURE:	

ATTACHMENT F Surety/Performance Bond

(Please provide here)

ATTACHMENT G

Bid Specs

(Copy of Bid Specs will be included here)

ATTACHMENT H

City Council Minutes

(Copy of City Council minutes will be included here)

ATTACHMENT I

Listing of Names & Numbers of Pick Ups in Commercial & Industrial Designations

Rolloff Services For:	December		Rolloff Services For:	OCTOBER	
	DATE	YARDS		DATE	YARDS
MEIJER #201	12/3/19	42	MEIJER #201	10/3/19	42
12 YD	12/12/19 12/19/19	42 42	42 YD	10/14/19	42 42
	12/30/19	42			0
FEDERAL MOGUL TRASH	12/3/19	42	FEDERAL MOGUL TRASH	10/3/19	42
2 YD	12/17/19	42	42 YD	10/8/19	42
2.10	12/31/19	42	12.15	10/22/19	42
N ADION TEOU OFDAD OT	40/0/40	40	OLABION TEOU OFFIAR OT	40740	40
CLARION TECH-CEDAR ST 12 YD	12/2/19 12/9/19	42 42	CLARION TECH-CEDAR ST 42 YD	10/7/19 10/14/19	42 42
2.15	12/16/19	42	12 15	10/21/19	42
	12/23/19	42		10/28/19	42
	12/30/19	42			0
CONSUMERS ENERGY	12/4/19	30	CONSUMERS ENERGY	10/4/19	30
30 YD	12/9/19	30	30 YD	10/28/19	30
	12/26/20	30			0
PECTRUM HEALTH OF GREENVILLE	12/9/19	34	SPECTRUM HEALTH OF GREENVILLE	10/10/19	34
4 YD	12/19/20	34	34 YD	10/25/19	34
	12/16/20	34			0
VAL MART 328	12/12/19	40	WAL MART 328	10/15/19	40
0 YD	12/26/19	40	40 YD	10/30/19	40
HINTINGTON ECAM	40/0/40	40	LII INTINCTON FOAM	40/0/40	40
IUNTINGTON FOAM 0 YD	12/3/19 12/4/19	40 40	HUNTINGTON FOAM 40 YD	10/2/19 10/2/19	40 40
010	12/9/19	40	40 10	10/4/19	40
	12/11/19	40		10/8/19	40
	12/12/19	40		10/9/19	40
	12/17/19	40		10/11/19	40
	12/18/19	40		10/17/19	40
	12/19/19	40		10/21/19	40
	12/20/19 12/27/19	40 40		10/22/19 10/23/19	40 40
	12/21/13	0		10/25/19	40
		0		10/29/19	40
UAD GRAPHICS		0	QUAD GRAPHICS 42 YD		0
GA MARVEL	12/4/19	42	AGA MARVEL 42 YD	10/29/19	42
REENVILLE NEWS			GREENVILLE NEWS		
2 YD	12/17/19	42	42 YD		0
VEST MICHIGAN COMPOUNDING	12/2/19	42	WEST MICHIGAN COMPOUNDING	10/1/19	42
2 YD	12/3/19	42	42 YD	10/2/19	42
	12/4/19	42		10/3/19	42
	12/5/19 12/6/19	42 42		10/4/19 10/7/19	42 42
	12/9/19	42		10/8/19	42
	12/10/19	42		10/9/19	42
	12/11/19	42		10/10/19	42
	12/12/19	42		10/11/19	42
	12/13/19	42		10/15/19	42 42
	12/16/19 12/17/19	42 42		10/16/19 10/17/19	42 42
	12/17/19	42		10/17/19	42
	12/19/19	42		10/21/19	42
	12/20/19	42		10/22/19	42
	12/23/19	42		10/23/19	42
	12/26/19	42		10/24/19	42
	12/27/19	42		10/25/19	42
	12/30/19	42		10/28/19	42
	12/31/19	42		10/29/19	42
		0 0		10/30/19 10/31/19	42 42
ASTER UNIT DIE Dyd	12/20/19	30 0	MASTER UNIT DIE 30 YD	10/17/19	30 0
RMS OF LOVE 0 YD	12/10/19 12/27/19	30 30	ARMS OF LOVE 30 YD	10/9/19 10/31/19	30 30
	12/5/19	42	DICASTAL	10/3/19	42
ICASTAL	12/3/13				
	12/12/19	42	42yd	10/7/19	42
	12/12/19 12/16/19	42 42		10/7/19 10/14/19	42
DICASTAL J2yd	12/12/19	42		10/7/19	

Greenville Hauling Operations Normal Month

	Commercial Yards	Commercial Cart Service	Commercial additional cart p/u
Total Monday	1,378	0	0
Total Tuesday	2,334	2	0
Total Wednesday	1,777	123	26
Total Thursday	341	0	0
Total Friday	2,291	9	3
Total	8,121	134	29

MARGO'S FAMILY DINING 3 1				Т										
City of Greenville Commercial Billing														-
City of Greenville Commercial Billing			-	4										
MONDAY ROUTES	Greenville Hauling Operations													
MONDAY ROUTES														
Container Container Container Container Container Size Oily 12/9/2019 12	City of Greenville Commercial Billing			_										
Container Container Container Container Container Size Oily 12/9/2019 12				_										
Countering Cou	MONDAY ROUTES		-	_										
Customer Size Ory 120/2019 129/201			-	_	_	_	_	_						
AMERICAN GAS & OLI JORGENSONS 8 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	_	1		L						_			 	
AMERICAN GAS & OIL /LORGENSONS			_								Yards		Yards	Carts
APPLEBEES 8							-							ļ
BIG BOY (ARTER COMMUNICATIONS) (B) (CHARTER COMMUNICATIONS) (B) (CHARTER COMMUNICATIONS) (_	_				+						ļ
CHARTER COMMUNICATIONS			_ `	_			-		-					1
CHINE ONE BUFFET 6			_ `	_	-				-	-				ļ
DAILY DEALS 8			_ `		-				-					
FARRWAY GLEN APARTMENTS 4 1 1 1 1 1 1 1 5 20 FEDERAL MOGUAL 6 1 1 1 1 1 1 5 30 FEDERAL MOGUAL 6 1 1 1 1 1 1 5 30 FEDERAL MOGUAL 6 1 1 1 1 1 1 5 30 FEDERAL MOGUAL 6 1 1 1 1 1 1 5 30 FEDERAL MOGUAL 6 1 1 1 1 1 1 1 5 30 FEDERAL MOGUAL 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			_ 1	_			_	+						
FEDERAL MOGUAL FLOS SPORTS BAR 8			_ 1	_		' '				-				
FLO'S SPORTS BAR 8			_ 1	_		· ·	+	· ·	 					
GREENVILLE AIRPORT GREINVILLE CITY OF/OITY HALL GREINVILLE CITY OF WATER DEPT GREINVILLE CITY OF WATER DEPT GREINVILLE HIGH SCHOOL B 2 1 1 1 1 1 3 0 0 0 0 0 GREENVILLE HIGH SCHOOL B 1 1 1 1 1 1 1 1 1 1 1 1			_ 1	_										
GREENVILLE CITY OF/CITY HALL 6			_ 1	_	1	1	1	+	1					
GREENVILLE CITY OF WATER DEPT			_ 1	_				1						
SPEENVILLE HIGH SCHOOL			_ 1	_										
GREENVILLE MIDDLE SCHOOL 6 1 1 1 1 1 1 1 5 30 30 GREENVILLE MIDDLE SCHOOL 8 1 1 1 1 1 1 1 5 40 40 HANDY MARKET 6 1 1 1 1 1 1 1 1 5 30 30 JUJUPENNY #2381-2 8 1 1 1 1 1 1 1 1 1 1 5 30 JUJUPENNY #2381-2 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			_ 1	_								-		
Second column			_ 2	<u> </u>	·		-		· ·					
HANDY MARKET 6 1 1 1 1 1 1 5 30 JUNEAU FAIL STREAMLINE SITE OF HANDY MARKET 6 1 1 1 1 1 1 1 1 5 30 JUNEAU FAIL STREAMLINE SITE OF HANDY #2381-2 8 1 1 1 1 1 1 1 1 1 1 5 30 JUNEAU FAIL STREAMLINE SITE OF HANDY #2381-2 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		-	_ 1	_	-									
JCPENNY #2381-2		-	_ 1	_	-				<u> </u>	-				
KENTUCKY FRIED CHICKEN		-	_ 1	L	-									
MARGO'S FAMILY DINING			_ 1	_				<u> </u>						
MARGO'S FAMILY DINING 3 1 1 1 1 1 1 1 5 15 24 MASTER UNIT DIE FAIRPLAINS 6 1 1 1 1 1 1 5 24 MCDONALDS 8 1 1 1 1 1 1 1 5 40 MEAT SHACK thurs only as of 12/16/19 2 1 1 1 1 1 1 1 5 40			2	<u> </u>				-						
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MEAT SHACK thurs only as of 12/16/19 2 1	MASTER UNIT DIE FAIRPLAINS	6	1		1	1	1	1	1	5				
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MERSEN 8 1 <td></td> <td></td> <td>1</td> <td></td> <td>1</td> <td>1</td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>			1		1	1	1							
METRON 6 3 1 <td>MEIJER 01 GAS STATION</td> <td>8</td> <td>1</td> <td></td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>5</td> <td></td> <td>40</td> <td></td> <td></td>	MEIJER 01 GAS STATION	8	1		1	1	1	1	1	5		40		
NCG GREENVILLE CINEMA	MERSEN	8	1		1	1	1	1	1	5				
POPEYES 6 1 1 1 1 1 1 1 5 30 SPECTRUM HEALTH-1202 W OAK 2xwk 8 1 1 1 1 1 1 1 1 5 40 SPECTRUM HEALTH-1202 W OAK 2xwk 8 1 1 1 1 1 1 1 1 5 30 SPECTRUM HEALTH-1202 W OAK 2xwk 8 1 1 1 1 1 1 1 1 1 1 5 30 SPECTRUM HEALTH-1202 W OAK 2xwk 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	METRON	6	3	_	1	1	1	1	1	15				
SPECTRUM HEALTH-1202 W OAK 2 wk 8 1	NCG GREENVILLE CINEMA	8	2	! _	1	1	1	1	1	10				
STREAMLINE 315 W CHARLES 6 1 1 1 1 1 1 1 5 30	POPEYES	6	1		1	1	1	1	1	5		30		
TACO BELL 22910 6 1 1 1 1 1 1 5 30	SPECTRUM HEALTH-1202 W OAK 2xwk	8	1		1	1	1	1	1	5		40		
WENDY'S 6 1 1 1 1 1 1 1 5 30	STREAMLINE 315 W CHARLES	6	1		1	1	1	1	1	5		30		
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WINTER INN 6 1 1 1 1 1 1 5 12 42 57 GRILL & BISTRO 8 1 1 1 1 1 1 1 1 1	WESCO	8	1		1	1	1	1	1	5				
57 GRILL & BISTRO 8 1 1 1 1 1 1 5 40	WEST MICHIGAN COMPOUNDING	8	1		1	1	1	1	1	5		40		
	WINTER INN	6	1		1	1	1	1	1	5	12	42		
Monday's Total 208 12 1378 0	57 GRILL & BISTRO	8	1		1	1	1	1	1	5		40		
Monday's Total 208 12 1378 0														
	Monday's Tota	ıl								208	12	1378	0	0

Greenville Hauling Operations											
Order Trading Operations											
City of Greenville Commercial Billing											
TUESDAY ROUTES											
										Total	Total
	Container		Date	Date	Date	Date	Date	Total	Extra	Commercial	Commercial
Customer	Size	Qty	12/3/2019	12/10/2019	12/17/2019	12/24/2019	12/31/2019		Yards	Yards	Carts
602 PARTY STORE on call	8	_ 1	4	4	4	4	4	0_		0	
701 GNWD #23 - (Spectrum) 8 CAP INC	3 4	_ 1	1 1	1	1	1	1 1	5 5		15 20	
AC WIRELESS	2	- ' 1	1		1	l l	1	3		6	
ACKER, TERRY	6	- 1	1	1	1	1	1	5		30	
ADMIRAL TOBACCO STORE	2	1	1 1	1	1 1	1	1	5		10	
AGGRESSIVE TOOLING INC	8	1	1	1	1	1	1	5		40	
ALARM TECH	4	1	1	1	1	1	1	5		20	
AMERIC INN	8	1	1	1	1	1	1	5	8	48	
ARBY'S 7346	8	1	1	1	1	1	1	5		40	
ARMED FORCES	2	1	1	1	1	1	1	5		10	
BC PIZZA	2	_ 1	1	1	1	1	1	5_		10	
BELLE TIRE	8	_ 1	1	1	1	1	1 1	5_		40 30	
BLARNEY CASTLE - MOBILE STATION CJ'S ACE HARDWARE	4	_ 1	1 1	1	1 1	1	1	5 5		20	
CAMBRIDGE APTS	8	- ' 1	1	1	1	1	1	5		40	
CENTURY PLACE APARTMENTS	6	4	1	1	1	1	1	20		120	
CENTURY PLACE APARTMENTS	8	1	1	1	1	1	1	5	8	48	
CITGO #AGO45	8	1	1	1	1	1	1	5		40	
CULLIGAN WATER CONDITIONING tue / thurs	8	1	1	1	1	1	1	5		40	
CULVERS	8	1	1	1	1	1	1	5		40	
DEPARTMENT OF MILITARY AFFAIRS	6	1	1	1	1	1	1	5		30	
DERK JOHN HAAN	2	1	1	1	1	1	1	5		10	
DICASTAL INDUSTRIES	6	1	1	1	1	1	1	5		30	
DOLLAR GENERAL 6810 DR HERREMANN	2	_ 1 1	1 1	1	1	1	1	5 3		20	
EDGEWATER APT	6	2	1	1	1	1	1	10		60	
EL RANCHO MEXICAN RESTAURANT	6	1	1	1	1	1	1	5	0	30	
ELENBAAS STEEL SUPPLY	6	1	1	1	1	1	1	5		30	
FAMILY DOLLAR 3700	8	1	1		1		1	3		24	
FLAT RIVER BREWING CO	4	1	1	1	1	1	1	5		20	
FRED'S AUTO SERVICE	4	1	1	1	1	1	1	5		20	
FIRST CONGREGATIONAL CHURCH	2	_ 1	1	1	1	1	1	5_		10	
FOCUS MOLD & MACHINE on call	4	_ 1	1	1	1	1	1	1 5		4	
GAME STOP 5839 GIGIS/FRYER ENTERPRISES	2	- ! 1	1	1	1	1	1	5 5		20 10	
GREENVILLE AIRPORT - on call	3	1	'	'		'		0		0	
GREENVILLE CITY OF/CITY HALL - on call	6	1		1				1		6	
GREENVILLE CITY OF/WWTP - on call	2	1						0		0	
GREENVILLE CITY OF PUBLIC SERVICE	8	1	1	1	1	1	1	5		40	
GREENVILLE FAMILY CARE CENTER	6	1	1	1	1	1	1	5		30	
GREENVILLE MOTOR INN	8	1	1		1		1	3		24	
GREENVILLE PUBLIC BALDWIN HGTS	6	2	1	1	1	1	1	10		60	
GREENVILLE PUBLIC CEDAR CREST	8	_ 1	1 1	1	1	1	1	5_		40	
GREENVILLE PBLC CENTRAL FACLTY GREENVILLE PUBLIC WALNUT HILLS	6 8	_ 1	1	1	1 1	1	1	5 5		30 40	
GREENVILLE THRIFTY MAT	2	- ' 1	1	1	1	1	1	5 5	_	10	
GREENVILLE WATER DEPT on call	6	1	'	'	<u>'</u>	'	<u> </u>	0		0	
GROSSBAUGHER, MARK on call	2	1						0		0	
HAVE MERCY 1015 EWSH	2	1	1	1	1	1	1	5		10	
IMAGE MARKETING APPERAL	3	1	1	1	1	1	1	5		15	
IV NAILS wkly as of 12/16/19	2	1		1	1	1	1	4	_	8	
J & J ENTERPRISES on call	6	1		1				1		6	
JACKET LANES LLC	6	1	1	1	1	1	1	5		30	
JIMMY JOHNS PIZZA	4	1	1	1	1	1	1	5		20	
JOHNNY BURGER K AND W TOOL SHEARER	8	1	1	1	1 1	1	1	5 5	0	20 32	
LAFAYETTE ARMS APTS	6	1	1	1	1	1	1	5 5	1	31	
LITTLE CAESARS GREENVILLE	6	1	1	1	1	1	1	5	<u> </u>	30	
MANCINOS (SHARED W/ SCOTT MELTON)	2	1	1	1	1	1	1	5		10	
MAPLEWOOD APTS EAST	8	2	1	1	1	1	1	10		80	
MAPLEWOOD APTS WEST	6	2	1	1	1	1	1	10		60	
MOD SILVER on call	8	1	1	1				2		16	
MODERN NAIL STUDIO	2	1				1		1		2	
MASTER UNIT DIE FAIRPLAINS	6	1	1	1	1	1	1	5		30	
MCDONALDS (maplewood) MERSENS 2XWK 812 INDUSTRIAL PARK	8	_ 1 2	1 1	1	1	1 1	1 1	5 10		40 80	
WILITOLING ZAVVA 012 INDUSTRIAL PARK	Ö	Z			I			10		00	

		1									T
Greenville Hauling Operations											
Greenville Hauling Operations									+		+
City of Greenville Commercial Billing									+		+
City of Greenville Commercial Billing									1		+
TUESDAY ROUTES											-
TOLOBAT NOOTES										Total	Total
	Container		Date	Date	Date	Date	Date	Total	Extra	Commercial	Commercial
Customer	Size	Qtv	12/3/2019	12/10/2019	12/17/2019	12/24/2019	12/31/2019		Yards	Yards	Carts
MISTER T'S PARTY STORE	8	1	1	1	1	1	1	5	Taras	40	Ourto
MORRISON INDUSTRIAL EQUIPMENT	4	1	1	1	1	1	1	5		20	+
MURPHY #7659	4	- : - 1	1	1	1	1	1	5	6	26	
OAKWOOD APTS	2	2	1	1	1	1	1	10	<u> </u>	20	+
OREILLYS AUTO PARTS	4	1	1	1	1	1	1	5		8	1
PATIENT CARE CENTER	8	1	1	1	1	1	1	5		40	
PIZZA HUT 8662	6	1	1	1	1	1	1	5		30	
POTATO SERVICES	2	1	1	1	1	1	1	5		10	
POWDER COATING SERVICES	6	1	1	1	1	1	1	5		30	
PREFERRED WIRELESS	2	1	1	1	1	1	1	5		10	
GREEN PROPERTIES WEST	4	1	1	1	1	1	1	5		20	
ROCK GREENVILLE - 118 GNWD	4	1	1	1	1	1	1	5		20	
SEARS	6	1	1	1	1	1	1	5		30	
SECRETARY OF STATE GREENVILLE	3	1	1	1	1	1	1	5		15	
SNAP FITNESS	4	1	1		1		1	3		12	
SPECTRUM HEALTH -701 S GREENVILLE WEST	2	1	1	1	1	1	1	5		10	
STURGEON COLLISION	4	1	1		1		1	3		12	
SUBWAY	8	1	1	1	1	1	1	5		40	
SUNRISE HEATING & COOLING	6	1	1	1	1	1	1	5		30	
TRUE VALUE HARDWARE- on call	8	1		1		1		2		16	
UNIVERSAL RENT TO OWN	8	1	1	1	1	1	1	5		40	
WEST MICHIGAN CARDIOLOGY	2	1	1	1	1	1	1	5		10	
WEST PROFESSIONAL BUILDING	6	1	1	1	1	1	1	5		30	
YAA CONNECT STOPPED 10/4/19 NON PYMT	2	1						0		0	
RENEW PERFORMANCE	cart	1	1	1	1	1	1	5			1
H & R BLOCK	cart	1	1	1	1	1	1	5			1
HOME TO HOME SUSPEND SERVICE 12/1/18	cart	1									0
Tuesday's Total								449	23	2334	2

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Greenville Hauling Operations													
-													
City of Greenville Commercial Billing													
WEDNESDAY ROUTES													
WEBNEODATROOTES											Total	Total	Total
	Concartaine	r		Date	Date	Date	Date	Date	Total	Extra	Commercial		Commecial
Customer	Size	Qt		12/4/2019	12/11/2019	12/18/2019	12/25/2019		Pickups	Yards	Yards	Carts	additional cart p/u
A BETTER CHOICE	6	_ 1	_	1	1	1	1		4		24		
ADMIRAL STATION WEST AFFORDABLE RENTALS	8	_ 1	-	1	1	1	1 1		4		32 8		
AMERICAN LEGION on call	6	1	_	'	1		1		2		12		
ANDREWS CONCRETE	6	1		1	1	1	1		4		24		
APPLEBEE'S	8	1		1	1	1	1		4		32		
AUTO SOURCE WEST	4	_ 1	_	1	1	1	1		4		16		
AQUEST AUTO ZONE	3	_ 1	-	1	1	1	1		- 4 4		12 16		
BELFRY DEVELOPMENT	4	1	-	1	1	1	1		4		16		
BIG BOY	8	1		1	1	1	1		4		32		
BUILDER'S GLASS	3	1		1	1	1	1		4		12		
CAMP WA WA TA SE DFS 11/13/19 CAPTAIN HOOKS TOWING	6	1		1 1					0		0 4		
CARE LINC	8	- 1	_	1	1	1	1		4		32		
CHASE RIDGE APARTMENTS	4	2		1	1	1	1		8		32		
CHERRY ST HEALTH CENTER	6	1	Γ	1	1	1	1		4		24		
CLASSIC CAR WASH	3	_ 1	_	1	1	1	1		4		12		
DAGGETT AUTO CLINGERS CLEANERS	3	_ 1	-	1	1	1	1		2 2		6		
DAILY DEALS	8	1	-	1	1	1	1		4		32		
DAIRY BARN Seasonal stop - CAN REMOVED 10/2/19	4	1							0		0		
FAIRWAY GLEN APARTMENTS	4	1	Γ	1	1	1	1		4		16		
FEDERAL MOGUL FLAT RIVER AUTO SERVICES	6 2	_ 1	-	1	1	1	1 1		4		24 8		
FLAT RIVER AUTO SERVICES FLAT RIVER COMMUNITY LIBRARY	2	- 1 1	-	1	1	1	1		4		8		
FRIENDSHIP HOUSE	2	2	-	1	1	1	1		8		16		
G & D ELECTRIC	4	1		1	1	1	1		4		16		
GREENBRIAR APARTMENTS	6	_ 3	_	1	1	1	1		12		72		
GREENBRIAR APARTMENTS GREENVILLE AUTO WASH	3	_ 1	_	1	1	1	1		4		12 12		
GREENVILLE CITY OF/CEMETARY/RECYCLE	2	- 1	-	'	l	ı	'		- 4		0		
GREENVILLE CITY OF/CEMETARY/TRASH on call	6	1							0		0		
GREENVILLE CITY OF PUBLIC SERV (RECY)	6	1		1	1	1	1		4		24		
GREENVILLE CITY OF WATER DEPT	6	_ 1	_						0		0		
GREENVILLE CITY OF/ WWTP GRIT GREENVILLE CITY OF/CITY HALL	3 6	_ 1	-			1			1 0		3		
GREENVILLE COMMUNITY CENTER	6	1	-	1	1	1	1		4		24		
GREENVILLE FAMILY DENTAL	2	1		1	1	1	1		4		8		
GREENVILLE LAUNDER CENTER	3	_ 1	_	1	1	1	1		4		12		
GREENVILLE OFFICE CENTER WEST GREENVILLE PUBLIC HIGH SCHOOL	3 8	_ 1 2	_	1	1	1	1 1		8		12 64		
GREENVILLE PUBLIC HIGH SCHOOL	4	- 4	-	1	1	1	1		4		16		
GREENVILLE PUBLIC MIDDLE SCHOOL	6	1		1	1	1	1		4		24		
GREENVILLE PUBLIC MIDDLE SCHOOL	8	1		1	1	1	1		4		32		
GREENVILLE TRUCK & WELDING	6	_ 1	_	1	1	1	1		4		24		
GREENVILLE WATER WELLS on call HAIR MASTERS SALON	3 2	_ 1	-	1	1	1	1		0 4		0		
HATHAWAY HILLS	8	- 1	-	1	1	1	1		4	_	32		
FOREVER FABRICS/HAVE MERCY on call	2	1	_	'					0		0		
HELMETS ON	2	1		1	1	1	1		4		8		
HIDDEN PINE APARTMENTS	4	_ 1	L	1	1	1	1	_	4		16		
HIDDEN PINE APARTMENTS HOMETOWN HEALTHIES	6 2	_ 2	-	1	1	1	1 1	-	8 2	_	48		
HOMETOWN HEALTHIES INVENTORY RECOVERY	8	1	-	1	1	1	1 1		4		32		
ISABELLA BANK	6	1	Т	1	1	1	1		4		24		
J & S KNILL - BENTON	4	1		1	1	1	1		4		16		
LAKELAND VENTURES on call	2	_ 1	L			.	1		1		2		
MASTER PRECISION MOLD TECH MASTER UNIT DIE	8	1		1 1	1	1	1 1		4		32 24	11	
MAXI MUFFLER	6	1		1 1		1			2		12		
MEIJER 01 GAS STATION	8	1	r	1	1	1	1		4		32		
MERRITT AUCTIONEERS	4	1		1	1	1	1		4		16		
MERSEN 712 INDUSTRIAL PARK	8	_ 1	ŀ	1	1	1	1	-	4		32		
METRON MICHCON	6	_ 3	-	1	1	1	1 1		12		72 12		
MONTCALM COMMUNITY COLLEGE	4	1	-	1	1	1	1		4		12		
MOVIE TYME	2	1	ı	1	1	1	1		4		8		
MR CAR WASH	3	1		1	1	1	1		4		12		
MUFFLER MAN	8	_ 1	L	1		1			2		16		
O'DONALD DENTISTRY	6	_ 1	-	1	1	1	1		4		24		
OTHER PLACE THE PENNZOIL FAST LUBE	3	_ 1	-	1	1	1	1 1	-	4 2	_	16 6		
PEOPLELINK	2	1	ı	1	'	1	'		2		4		
PINE MANOR APARTMENTS	3	1		1	1	1	1		4		12		
PINE MANOR APARTMENTS	6	1	Γ	1	1	1	1		4		24		
PITCHER, GERALD	4	1		1	1	1	1		4		16		1

Greenville Hauling Operations		-	\vdash					-					
City of Greenville Commercial Billing													
WEDNESDAY ROUTES											T-4-1	T-4-1	Tatal
_	L Concartaine	r	-	Date	Date	Date	Date	Date	Total	Extra	Total Commercial	Total Commercial	Total Commecial
Customer	Size	Qty		1/2019	12/11/2019	12/18/2019	12/25/2019	Date	Pickups	Yards	Yards	Carts	additional cart p/u
POPEYES	6	1	1	1	1	1	1		4		24		and the same pro-
PUBLIC WAREHOUSE DISTRIBUTORS	8	1		1	1	1	1		4		32		
RITE AID 1527	8	_ 1	-	,	1		1		2		16		
RIVERS EDGE APTS ROCKFORD LANDSCAPING on call	8	_ 3		1	1	1	1		12 0		96 0		
RYDAN	3	1	+		1		1		2		6		
SEITAR EDUCATIONAL CENTER	8	1		1	1	1	1		4		32		
SHOE SESATIONS	4	1		1	1	1	1		4		16		
ST CHARLES CATHOLIC CHURCH	6	1		1	1	1	1		4		24		
STREAMLINE 315 W CHARLES	6	1		1	1	1	1		4		24	1	
TACO BELL 22910 TAYLOR HOPS on call	6	1		1	1	1	1 1		4		24		
TOFTS LLC	2	- ¦		1		1	' '		2		4		
UNION STREET APTS	4	1		1	1	1	1		4		16		
UNITED METHODIST CHURCH	6	1		1	1	1	1		4		24		
UPS STORE	2	1	\perp	_	1				1		2		
US POST OFFICE WASHINGTON WEST APTS	3	1	_	1	1	1	1	1	4 8		12 24		
WEBSTER ST APTS WEBSTER ST APTS	3	_ 2	+	1	1	1	1		8 4		12		
WETZEL - 409 N FRNK	8	1	+	1	'	1	'		2	0	12	1	
128 W CASS	cart	1		1	1	1	1		4			1	
ACKER TITLE	cart	1	_	1	1	1	1		4			1	
ALLSTATE INSURANCE COMPANY	cart	1	\perp	1	1	1	1		4			1	
ARTNTZ, WILLIAM 304 LAFAYETTE LLC	cart	_ 1 _ 2	+	1	1	1	1 1	-	4 8			1 2	
BOLD STATEMENT	cart	2		1	1	1	1		8			2	
BOLEK-FOX SALLY	cart	1		1	1	1	1		4			1	
BEST HOME TITLE	cart	1		1	1	1	1		4			1	
C & E PROPERTIES	cart	_ 1	_	1	1	1	1		4			1	
CALVARY BAPTIST CHURCH CANFIELD, MARK	cart	_ 1		1	1	1	1		4			1 1	
CENTER FOR WOMENS HEALTH	cart cart	- ¦		1	1	1	1		4			1	
CHAMBER OF COMMERCE	cart	1	_	1	1	1	1		4			1	
CHEMICAL BANK	cart	1		1	1	1	1		4			1	
CLASSIC IMAGE	cart	2		1	1	1	1		8			1	1
CLUB FITNESS COLDWELL BANKER	cart	_ 2		1	1	1	1 1		8			1	1
CHRIS ALLISON	cart	- '	_	1	1	1	1		4			1	
DYKSTRA (MIKE) AFC HOME	cart	1		1	1	1	1		4			1	
GREENVILLE AREA FOUNDATION	cart	1		1	1	1	1		4			1	
EDGEWATER PROPERTIES	cart	40		1	1	1	1		160			40	
EDGEWATER PROPERTIES OFFICE EYE CARE ONE (Smeelink//Dr Hansen)	cart	_ 1 3	_	1	1	1	1		4 12			1 3	
FABER - WSH	cart	- 3 1		1	1	1	1		4			1	
FAST CASH	cart	1		1	1	1	1		4			2	
FIFTH THIRD BANK	cart	1		1	1	1	1		4			1	
FRESH START FITNESS	cart	_ 1	_	1	1	1	1		4			1	
FRYE, ATTORNEY PETE GV MUSIC	cart	1	+	1	1	1	1 1		4			1	
GLADDING PROPERTIES	cart	2	+	1	1	1	1		8			1	1
GREENVILLE CHIROPRACTIC	cart	2	丄	1	1	1	1		8			2	
GREENVILLE KINGDOM OF FLOWERS	cart	1	_	1	1	1	1		4			1	
HR DEVELOPMENT LLC	cart	3	_	1	1	1	1		12			1	2
HAIR HUNGERFORD NICHOLS & CARTER	cart	1	+	1	1	1	1		4			1	
HURST FUNERAL HOME	cart	1	+	1	1	1	1		4			1	
INSTANT CASH ADVANCE	cart	1	_	1	1	1	1		4			1	
J & S KNILL - OAK	cart	8		1	1	1	1		32			1	
SEVENS PAINT & PAPER	cart	3	\perp	1	1	1	1		12			1	2
KEVIN O'CONNER DOPC	cart	1	+	1	1	1 1	1 1		4			1	
L'IMAGE MCNINCH CHIROPRACTIC	cart cart	_ 2 1	_	1	1	1	1 1		8 4			1 1	1
MOORE, STEPHEN	cart	1	_	1	1	1	1		4			1	
O'CONNOR SHOE STORE	cart	1	-	1	1	1	1		4			1	
PATTILLO, JENNI STATE FARM INSURANCE	cart	1		1	1	1	1		4			1	
PREFERRED CREDIT UNION	cart	_ 3	_	1	1 1	1	1		12			1	2
RELEVANT RECOVERY CARE RENO BAR	cart	_ 1	_	1	1	1	1 1		4 8	_		1	
RRR TIN MONKEY LLC	cart	_ 2 1	_	1	1	1	1 1		4			1 1	1 2
RUMNEYS FIRST CAFÉ	cart	2		1	1	1	1		8			1	1
SCS COMPUTERS	cart	1		1	1	1	1		4			1	
SPECTRUM - HIM CLINIC	cart	2	_	1	1	1	1		8			1	1
STEAMING BULL VAPORS	cart	1		1	1	1	1 1		4			1	
STUDIO 222 SURE SHOT PEST CONTROL	cart	_ 1 1	+	1	1	1	1		4			1 1	
THE GREEN HARP	cart	2		1	1	1	1		8			1	1
		_		- 1									. "

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Greenville Hauling Operations												
City of Greenville Commercial Billing												
WEDNESDAY ROUTES												
										Total	Total	Total
	Concartaine	r	Date	Date	Date	Date	Date	Total	Extra	Commercial	Commercial	Commecial
Customer	Size	Qty	12/4/2019	12/11/2019	12/18/2019	12/25/2019		Pickups	Yards	Yards	Carts	additional cart p/u
TROPHY, S AND H	cart	2	1	1	1	1		8			1	1
WARNSHUIS, MARK	cart	1	1	1	1	1		4			1	
WESTDALE REAL ESTATE	cart	1	1	1	1	1		4			1	
WINTERCREEK TOWNHOUSES	cart	20	1	1	1	1		80			20	
WWTP - GREENVLLE	cart	3	1	1	1	1		12			1	2
								949	0	1777	123	26

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Greenville Hauling Operations													
City of Greenville Commercial Billing													
THURSDAY ROUTES													
											Total	Total	Total
	Container		Date	Date	Date	Date	Date	Rental	Total	Extra	Commercial	Compacted	Commercial
Customer	Size	Qty	12/5/2019	12/12/2019	12/19/2019	12/26/2019		_	Pickups	Yards	Yards	Yards	Carts
ADVANCE AMERICA	2	1	1	1	1	1			4		4		
BEST CHOICE POWER on call	4	1							0		0		
CULLIGAN WATER CONDITIONING	8	1	1	1	1	1			4		32		
GREAT CLIPS	2	1		1		1			2		4		
GREENVILLE CABINET DISTRIBUTION - Fairplains/On Call	4	1			1				1	0	4		
GREENVILLE CITY OF/CEMETARY/RECYCLE on call	2	1						15	0		0		
GREENVILLE TOOL AND DIE	4	1	1	1	1	1			4	0	16		
GREENVILLE TOOL AND DIE	6	1	1	1	1	1			4		24		
HAVE MERCY - 109 SGWD	6	1	1	1	1	1			4		24		
HAVE MERCY	2	1	1	1	1	1			4		8		
JETS PIZZA	8	1	1	1	1	1			4		32		
MARGO'S GREAT DANE	3	1	1	1	1	1			4		12		
MASTER UNIT DIE FAIRPLAINS	6	1	1	1	1	1			4		24		
MEAT SHACK	2	1	1	1	1	1			4		8		
PHP WIRELESS	2	1	1	1	1	1			4		8		
PINEKNOLL APTS	4	1	1	1	1	1			4		16		
PINEKNOLL APTS	6	1	1	1	1	1			4		24		
PYSCHO BREW LLC on call	3	1			1				1		3		
RUSSELL PLUMBIING & HEATING	8	1	1	1	1	1			4	8	40		
VERIZON	2	1	1	1	1	1			4		8		
Thursday's Total								15.00	72	8	341	0	0

Greenville Hauling Operations											
City of Greenville Commercial Billing											
FRIDAY ROUTES											
FRIDAT ROUTES										Total	Total
	Container		Date	Date	Date	Date	Date	Total	Extra	Commercial	Commercial
Customer	Size	Qty	12/6/2019	12/13/2019	12/20/2019	12/27/2019		Pickups	Yards	Yards	Carts
ADVANCE AUTO PARTS	4	1	1	1	1	1		4		16	
AGGRESSIVE TOOLING INC	8	1	1	1	1	1		4		32	
AMERIC INN	8	1	1	1	1	1		4		32	
APPLEBEE'S	8	_ 1	1	1	1	1		4		32	
ARBY'S 7346	8	_ 1	1	1	1	1		4		32	
BC PIZZA	2	_ 1	1	1	1	1		4		8	
BIG BOY BLACKSMITH SHOP LLC	8 2	1	1	1	1	1		. 4 4		32	
BLARNEY CASTLE - MOBILE STATION	6	_ '	1	1	1	1		. 4		24	
BURGER KING WEST	8	_ '	1	1	1	1		4		32	
BURGER KING WEST	4	- 1	1	1	1	1		4		16	
CJ'S ACE HARWARE	4	1	1	1	1	1		4		16	
CAMBRIDGE APTS	8	1	1	1	1	1		4		32	
CHARTER COMMUNICATIONS	8	1	1	1	1	1		4		32	
CHINA ONE BUFFET	6	1	1	1	1	1		4		24	
CITGO #AGO45	8	1	1	1	1	1		4	\sqcup	32	
CRANDALL OFFICE FURNTURE	6	_ 1	1	1	1	1		4		24	
CRYSTAL FLASH FAIRCHILD	4	1	1	1	1	1		. 4		16	
CULVERS	8	_ 1	1	1	1	1		4		32	
DAILY DEALS DAIRY QUEEN WEST	8	- 1 1	1	1	1	1		4		32 24	
DOLLAR TREE 3053	8	_ 1	1	1	1	1 1		4		32	
DR. CRAIG WHITE	3	- '	1	'	1	'		. 2		6	
EDGEWATER APTS	6	2	1	1	1	1		8		48	
EL RANCHO MEXICAN RESTAURANT	6	1	1	1	1	1		4		24	
ELENBAAS STEEL SUPPLY	6	1	1	1	1	1		4		24	
EMERGENCY VEHICLE SERVICES	4	1	1		1			2		8	
FAIRWAY GLEN APARTMENTS	4	1	1	1	1	1		4		16	
FAITH BAPTIST CHURCH	3	1	1	1	1	1		4		12	
FEDERAL MOGUAL	6	_ 1	1	1	1	1		4		24	
FIRST CONGREGATIONAL CHURCH	2	_ 1	1	1	1	1		4		8	
FLO'S SPORTS BAR GOLF GREENVILLE LLC (GLENN KERRY) EOW	8	_ 1	1	1	1 1	1		. 4		32 8	
GREENVILLE CABINETS /CALLAGHAN - Callaghan	4	_ 1	1	1	1	1		4	4	20	
DAVITA INC FORMERLY GL DIALYSIS CENTER	6	1	1	1	1	1		4		24	
ERNIE LLC	2	1	1	1	1	1		4		8	
GREENVILLE CITY OF PUBLIC SERVICE	8	1	1	1	1	1		4		32	
GREENVILLE PUBLIC BALDWIN HGTS	6	2	1	1	1	1		8		48	
GREENVILLE PUBLIC CEDAR CREST	8	_ 1	1	1	1	1		4		32	
GREENVILLE PBLC CENTRAL FACLTY	6	_ 1	1	1	1	1		4		24	
GREENVILLE PUBLIC HIGH SCHOOL	8	_ 2	1	1	1	1		. 8		64	
GREENVILLE PUBLIC MIDDLE SCHOOL	6	_ 1	1	1	1	1		. 4	-	24	
GREENVILLE PUBLIC MIDDLE SCHOOL GREENVILLE PUBLIC WALNUT HILLS	8	_ 1	1	1 1	1 1	1		4	-	32 32	
GREENVILLE PUBLIC-BLACK FIELD DFS 11/15/19	8	_ '	'		ı	l		. 4	-	0	
GREENVILLE PUBLIC- LEGACY FIELD	8	_ '	1	1	1	1		4	_	32	
GREEN ACRES RETIREMENT LIVING	6	- 1	1	1	1	1		4	_	24	
HABITAT FOR HUMANITY	6	1	1	1	1	1		4		24	
HEATSINK USA LLC ON CALL	8	1		1				1		8	
JCPENNY #2381-2	8	1	1	1	1	1		4		32	
K AND W TOOL SHEARER	8	1	1	1	1	1		4		32	
KENT FOUNDARY	4	1	1	1	1	1		4		16	
KENTUCKY FRIED CHICKEN	6	_ 2	1	1	1	1		8		48	
KRANTZ, PAUL	3	_ 1	1		1			. 2		6	
LA JALAPENO LITTLE CAESERS GREENVILLE	8	_ 1	1	1	1 1	1		4	_	32 24	
MALLEY, MICHAEL J	3	1	1	1	1	1		. 4	_	12	
MAPLEWOOD APTS EAST	8	_ 2	1	1	1	1		. 4		64	
MAPLEWOOD APTS WEST	6	_ 2	1	1	1	1		. 8		48	
MASTER PRECISION MOLD TECH	8	1	1	1	1	1		4	-	32	
MASTER UNIT DIE FAIRPLAINS	6	1	1	1	1	1		4	-	24	
MASTER UNIT DIE MUD-1125EWSH ON CALL/Wood	6	1	1		1			2	-	12	
MAURICES #1090	6	1	1	1	1	1		4		24	
MCDONALDS (lafayette)	8	_ 1	1	1	1	1		4		32	
MCDONALDS (maplewood)	8	1	1	1	1	1		4		32	
MEIJER 01 GAS STATION	8	1	1	1	1	1		4		32	

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Oilla Hauliaa Oii											
Greenville Hauling Operations											
City of Greenville Commercial Billing											
City of Greenville Commercial Billing											
FRIDAY ROUTES											
FRIDAY ROUTES										T-4-1	Total
	04-1		D-4-	D-4-	D-4-	D-4-	D-4-	Takal	Futur	Total	
	Container		Date	Date	Date	Date	Date	Total	Extra	Commercial	Commercial
Customer	Size	Qty	12/6/2019	12/13/2019	12/20/2019	12/27/2019		Pickups	Yards	Yards	Carts
MERCURY LABS	8	_ 1	1		1			2		16	
MERSENS 2XWK 812 INDUSTRIAL PARK	8	2	1	1	1	1		8		64	
MERSENS 3XWK 712 INDUSTRIAL PARK	8	1	1	1	1	1		4		32	
METRON	6	_ 3	1	1	1	1		12		72	
MICHCON	3	_ 1 _	1	1	1	1		4		12	
MMPC	6	_ 1	1	1	1	1		4		24	
MURPHY #7659	4	_ 1	1	1	1	1		4	0	16	
NCG GREENVILLE CINEMA	8	2	1	1	1	1		8		64	
OAKWOOD APTS	2	2	1	1	1	1		8	0	16	
PIZZA HUT 8662	6	_ 1	1	1	1	1		4		24	
POPEYES	6	_ 1	1	1	1	1		4		24	
POWDER COATING SERVICES	6	1	1	1	1	1		4		24	
ROCK GREENVILLE -106 GNWD	2	1	1	1	1	1		4		8	
SAMARITAN HEALTH CARE	2	1	1	1	1	1		4		8	
SCOTT MELTON (SHARED W/ MANCINOS)	2	1	1	1	1	1		4		8	
SEARS	6	1	1	1	1	1		4		24	
SYNTHETIC LUBRICANTS	3	1	1		1			2		6	
SUNRISE HEATING & COOLING	6	1	1	1	1	1		4	5	29	
TACO BELL 22910	6	1	1	1	1	1		4		24	
TONTEX CORP ON CALL	4	1						0		0	
WALGREENS 9132	2	1	1	1	1	1		4		8	
WENDY'S	6	1	1	1	1	1		4		24	
WESCO	8	1	1	1	1	1		4		32	
WEST PROFESSIONAL BUILDING	6	1	1	1	1	1		4		24	
WINNIE, RAY	2	1	1	1	1	1		4		8	
AMBER WAVES	cart	2	1	1	1	1		8		-	1
CANFIELD, MARK	cart	1	1	1	1	1		4			1
GREENVILLE KINGDOM OF FLOWERS	cart	1	1	1	1	1		4			1
MICHIGAN ONE CREDIT UNION	cart	1	1	1	1	1		4			1
O'CONNOR SHOE STORE	cart	1	1	1	1	1		4			1
RENO BAR	cart	2	1	1	1	1		8			1
TROPHY, S AND H	cart	2	1	1	1	1		8			1
WARNSHUIS, MARK	cart	1	1	1	1	1		4			1
WENDY'S	cart	- ¦ -	1	1	1	1		4			1
WEIGH O	vait	' '			1	 '		4			1
	+							431	9	2291	Q
	1							701	1	ZZ31	,
	_					1				1	1

ATTACHMENT J

Purchase Order Terms & Conditions

PURCHASE ORDER TERMS AND CONDITIONS

- ACCEPTANCE. This purchase order expressly limits acceptance solely to the terms and conditions stated on the face and reverse side of this document, which are EXCLUSIVE and apply to all proposals accepted by Buyer for the goods and/or services set forth above and represent the sole and exclusive terms upon which Buyer will purchase goods and/or services from Seller. This Purchase Order does not incorporate or assent to any terms and conditions proposed by Seller/Vendor in any proposal or other communication. Any additional or different terms and conditions proposed by Seller are unacceptable and expressly rejected by Buyer, and shall not be binding unless accepted in writing by Buyer's authorized purchasing representative. Buyer's failure to object to provisions contained in any proposal or other communication from Seller shall not be deemed an acceptance by Buyer, nor shall any such provisions supersede these Terms and Conditions. The Purchase Order constitutes an offer which can be accepted by Seller by (i) signing and returning the acknowledgment copy, (ii) commencing work on any products or services ordered, (iii) shipping any of the products or providing any of the services ordered, or (iv) by Seller's acknowledgment (by its acknowledgment form or otherwise) to Buyer. Any and all terms and conditions set forth in an acknowledgement, invoice or other communication from Seller that conflict with or are additional to the Terms and Conditions of this Purchase Order are objected to by Buyer and shall not be effective or binding on Buyer. When accepted, this Purchase Order shall be the sole and entire contract unless otherwise stated. None of the Terms and Conditions herein may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Buyer.
- 2. PRICES AND EXTRA CHARGES. Seller's prices shall not be (i) higher than the prices stated on the Purchase Order, and (ii) shall be lower if Seller's prices for products or services of like grade and quality are lower than the Purchase Order prices. Seller's prices, where no prices are stated, shall be (i) Seller's best prices for products or services of like grade and quality or (ii) the fair market prices of the products or services whichever are lower. In all events, Buyer shall receive the benefits of all price reductions by Seller. Buyer shall not be liable for any extra charges including but not limited to charges for drayage, freight, packing storage, taxes, tooling, or tool maintenance unless specifically agreed to in writing.
- **3. QUANTITIES**. Unless otherwise agreed to in writing, the obligation of Buyer is limited to the specific quantities set forth in the Purchase Order. Seller warrants that all markings of weight or measurement shall be true and correct. Buyer may return over-shipments to Seller at Seller's expense.
- **4. SPECIFICATIONS.** Any specifications, drawings, notes, instructions, engineering requirements or notices, or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth herein. In case of any discrepancies or questions regarding any of the foregoing, the Seller shall refer the matter to Buyer for decision or instructions or for interpretation.
- **5. DELIVERY.** Time is of the essence of this Purchase Order. Products shall be delivered and services provided in accordance with the shipping and delivery instructions provided by Buyer. If Buyer has not provided packing or shipping instructions, Seller will pack and ship products in accordance with sound commercial practices. Unless otherwise specified all products shall be tendered in a single delivery. Title in Products delivered will transfer upon receipt of the products by Buyer. Seller shall immediately notify Buyer whenever Seller has reason to believe that any scheduled delivery will be late. If products are not ready for delivery in time to meet Buyer's shipping schedule, Seller will be responsible for additional costs of any resulting expedited or other special transportation.
- **CHANGES.** Buyer may at any time make changes in the drawing specifications or approved samples of any products or services covered by this Purchase Order. If such changes result in an increase or decrease in the marginal costs of Seller, then an equitable adjustment shall be made in the price or prices and this Purchase Order shall be modified accordingly. Buyer may at any time extend delivery dates due to Force Majeure (as defined herein) or for reasonable periods of time in the absence of Force Majeure without incurring any additional costs or expenses.
- **7. CANCELLATION FOR CAUSE.** Buyer may cancel this Purchase Order for "cause," in whole or in part, without any obligation or liability on the part of Buyer. "Cause" includes, without limitation, (i) Seller's breach of any provisions of this Purchase Order including, without limitation, the failure to deliver on time, delivery of nonconforming products or services or the breach by Seller of any warranties and Seller's failure to cure such breach within 30 days of notice from Buyer; (ii) Seller's insolvency or bankruptcy or (iii) any cause or condition beyond Buyer's control including, without limitation, acts of God, the public enemy, accidents, explosions, fires, other causalities, wars, riots, embargoes, epidemics, shortages, unusually severe weather, governmental action, transportation difficulties, strikes, lockouts, other labor difficulties, the inability to obtain necessary materials and the failure of Buyer's suppliers to deliver or perform ("Force Majeure"). Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Vendor in amounts in excess of those authorized in delivery releases nor for any undelivered goods which are in Vendor's standard stock or which are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods which would be produced by Vendor under delivery or release schedules outstanding at the date of termination.
- 8. TERMINATION WITHOUT CAUSE. Buyer may terminate this Purchase Order in whole or in part without cause. In the case of special order products and services made and provided primarily in accordance with the specifications of Buyer, Buyer shall be liable only for marginal or variable costs and expenses (excluding, without limitation, any liability for fixed or period costs, selling, general or administrative expenses, interest or profits) incurred by Seller prior to the date of termination, less full credit for direct materials or tooling reusable by Seller, and less the full scrap or salvage value for materials or tooling which cannot be reused by Seller. In the case of all other products or services (including but not limited to those products

or services where Buyer's specifications are secondary or incidental), the Buyer shall be liable for the Purchase Order price only for the products shipped and not returned to Seller or services provided prior to the date of termination.

- **9. SELLER'S EXCLUSIVE AND SOLE REMEDY.** Notwithstanding any breach of this Purchase Order by Buyer, it is expressly agreed that Seller's remedy and the liability of Buyer (whether for special order products and services or all other products and services) as set forth herein represents the exclusive and sole remedy of Seller under this Purchase Order.
- 10. WARRANTIES. Seller represents and warrants that Seller has special skills and that Buyer is relying on the skill and judgment of Seller to select and furnish suitable products or services. Seller also warrants that it has and will transfer to Buyer ownership and good title to Products delivered and Services provided, free of all liens, encumbrances and rights of third parties (except for those created by Buyer). All written or oral statements of Seller as to functions, quality, suitability and use of the products or services are warranties of Seller. Seller represents and warrants that all products (including packaging) and services (including construction work) provided under this Purchase Order shall (i) fully and strictly conform to the Specifications, (ii) be free of defects, (iii) be of good material and workmanship and (iv) are merchantable and for the general and particular purposes for which they are required. If any products or services are nonconforming, Seller shall if Buyer requests, promptly and without charge, repair or replace the products or provide replacement services. Seller shall be liable for all direct, incidental and consequential damages resulting from nonconforming products or services or breach of any other warranties or provisions of this Purchase Order.
- 11. INSPECTION. Seller shall employ adequate quality control procedures and comply with the quality control procedures provided by Buyer. Buyer shall have the right to inspect and test all products and services and reject or revoke acceptance of nonconforming products and services either before shipment, upon delivery, or at any time after delivery. Buyer's right of inspection and revocation of acceptance shall survive the acceptance of and the payment for the products or services and shall survive any resale by Buyer. Buyer is not required to inspect products delivered or Services performed, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Contract. Seller shall be responsible for all rework charges relating to defective material including defective material shipped to Buyer's customers.
- 12. BILLING AND PAYMENT. Invoices and shipping documents, with appropriate supporting documentation and other information reasonably required by Buyer, shall be mailed postage prepaid to the address shown on the face of the Purchase Order. The Purchase Order number, part number and quantity must appear on all shipping documents, invoices and correspondence. Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. All products delivered after the 25th of the month shall be billed at the first of the following month. The payment date and discount period will be calculated from the date the invoice is received by Buyer or the goods are received by Buyer, whichever is later, provided, however, that the payment date and discount period shall be calculated from the scheduled date of delivery if the deliveries and invoicing are made ahead of schedule. Progress payments for construction work are subject to a 10% retention until final acceptance of the construction work by Buyer. No payments for construction work shall be made or due without releases of mechanic's lien from all contractors, subcontractors and materialmen.
- **13. RETURNS.** Buyer shall have the right to return at Seller's expense any part or all of the nonconforming products. Buyer shall have the right to return at the expense of Seller any part or all of the conforming products if quantities tendered or delivered are different than the quantities specified on the Purchase Order or the products are not tendered or delivered as scheduled.
- **14. RISK OF LOSS.** The risk of loss for conforming goods shall be on Seller until the products are delivered to the destination specified in the Purchase Order regardless of whether Buyer or Seller is paying for the freight. The risk of loss for nonconforming products shall be on Seller at all times.
- **15. INSOLVENCY.** Buyer may immediately cancel this order without liability to Vendor in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Vendor, (b) filing of a voluntary petition in bankruptcy by Vendor; (c) filing of any involuntary petition in bankruptcy against Vendor; (d) appointment of a receiver or trustee for Vendor; (e) or execution of an assignment for the benefit of creditors by Vendor, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event.
- **16. MODIFICATION, RESCISSION AND WAIVER.** This Purchase Order is intended by the parties hereto as the final expression of their agreement and it is the complete and exclusive statement of the terms and conditions thereof. No modification or rescission of this Purchase Order by Buyer or any waiver of rights under this Purchase Order by Buyer shall be binding upon Buyer unless it is in writing and signed by Buyer.
- 17. CONFLICTING TERMS. If terms on the Seller's invoice as issued do not agree with the terms of the Purchase Order or any of these Terms and Conditions, the same shall not apply, and Seller agrees that the invoice shall be read toe to conform to the Purchase Order and, as applicable, these Terms and Conditions and will process payment accordingly.
- **18. ASSIGNMENT.** This Purchase Order may not be assigned or subcontracted in whole or in part by Seller without the express written consent of Buyer. Seller shall not issue any press releases or originate any publicity in any form regarding this Purchase Order without the prior written consent of Buyer.
- **19. GOVERNING LAW.** This Purchase Order including the provisions relating to the providing of services shall be governed by the laws of the State of Michigan, without regard to conflict of laws provisions.
- **20. REMEDIES.** The rights and remedies reserved to Buyer in this order shall be cumulative, and additional to all other or further remedies provided in law or equity. To the extent Buyer pursues any rights, remedies or defenses which it may have relative to this purchase order, Vendor agrees to pay Buyer's actual costs and attorney fees relative to the same so long as Buyer prevails on any part of the same.
- 21. NO IMPLIED WAIVER. The failure of either party at any time to require performance of any provision of this order

shall in no way affect its right to require such performance at any time thereafter, nor shall the waiver of any breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

- WAIVER AND INDEMNITY. Seller, its agents, representatives, contractors and employees waive any and all claims against Buyer for injuries, death, property damage or any other liability of any kind arising out of or related to providing the products or services (including "Construction Work" as defined below) under this Purchase Order. Seller shall indemnify, defend, protect and hold harmless Buyer from any and all actions, claims, costs, expenses, fees (including reasonable attorney fees as set forth herein) investigations, liabilities, losses or suits arising out of or related to the products or services (including Construction Work as defined below) provided under this Purchase Order including but not limited to those which (i) involve any actual or alleged injuries, death, property damage or any other damages of any kind resulting in whole or in part from defective or allegedly defective products or serviced provided hereunder; (ii) involve any actual or alleged infringement of any Intellectual Property Rights or Intangible Rights by reason of the use or sale of any products or services provided hereunder, (iii) involve any actual or alleged violation of any law, regulation, rule or ordinance relating to the use or sale of any products or services provided hereunder, (iv) involve any claims of Seller, its agents, representatives contractors and employees relating to any actual or alleged injuries, death, property damage or any other damages of any kind sustained in providing the products or service provided hereunder, or (v) involve any actual or alleged injuries, death, property damage or any other damages of any kind resulting in whole or in part from the negligence of third parties. "Construction Work" means the construction, alteration repair or maintenance of any building, structure, infrastructure, roadway or appurtenances thereto, including any design, moving, demolition and excavating connected therewith.
- 23. INSURANCE. Seller agrees to obtain and maintain policies of insurance including but not limited to policies providing public liability, product liability with a broad form vendor's endorsement naming Buyer, automobile liability and worker's compensation coverage in such amounts with such companies and containing such other provisions which shall be satisfactory to Buyer relating to the products or services covered by this Purchase Order. Seller shall provide Buyer within 15 days from Buyer's request with certificates of insurance and all such policies and certificates shall provide that the coverage provided by such policies shall not be terminated or cancelled without at least thirty (30) days prior written notice to Buyer.
- 24. COST OF LITIGATION AND INTEREST. Seller agrees to pay all costs, expenses and fees including but not limited to reasonable attorneys' fees rendered in defending the underlying claim subject to indemnity set forth above and/or incurred by Buyer in establishing the right to indemnification, subrogation or contribution. If Buyer prevails in any litigation involving this Purchase Order, Seller agrees to pay all costs of Buyer in connection with such litigation including without limitation, reasonable attorney's fees plus interest at the rate of 1½ % per month, or the highest rate allowed by law, whichever is lower, on all amounts due or payable by Seller to Buyer from the date Buyer notifies Seller that Seller has breached this Purchase Order or the date such amounts become due or payable to Buyer, whichever is first.
- **25. PREMIUM SHIPMENTS.** If Vendor's acts or omissions result in Vendor's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Vendor shall, at Buyer's option, (i) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (ii) allow Buyer to reduce its payment of Vendor's invoices by such difference, or (iii) ship the goods as expeditiously as possible at Vendor's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment.
- 26. TITLE TO DRAWINGS AND SPECIFICATIONS. Purchaser shall at all times have title to all drawings and specifications furnished by Purchaser to the Seller and intended for use in connection with this Purchase Order. The Seller shall use such drawings and specifications only in connection with this Purchase Order, and shall not disclose such drawings and specifications to any person, firm or corporation other than government inspectors, Purchaser's employees or subcontractors or, subject to their need to know and to confidentiality obligations no less restrictive than those set forth herein, the Seller's employees or subcontractors. Upon Purchaser's request or upon completion of this Purchase Order, the Seller shall promptly return to Purchaser all such drawings and specifications, together with any and all copies thereof and notes or other writings relating thereto and made by or for the Seller.
- **27. TECHNICAL INFORMATION DISCLOSED TO BUYER.** Vendor agrees not to assert any claim with respect to any technical information which Vendor shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.
- 28. INTELLECTUAL PROPERTY AND OTHER INTANGIBLE RIGHTS. Seller represents and warrants that the products or services provided under the Purchase Order do not infringe, or contribute to or induce infringement, of any United States or foreign letters patent, trademarks, copyrights or similar intellectual property rights (the "Intellectual Property Rights") and do not breach any employment agreements, restrictive covenants, or contracts or infringe any other intangible rights (the "Intangible Rights"). Seller will indemnify and defend Buyer and its customers against claims, liabilities, losses, damages, costs and expenses, including reasonable legal fees, arising out of the actual or alleged infringement, or contribution to induce infringement, of any Intellectual Property Rights or Intangible Rights. If a claim under this Section results, or is likely to result, in an injunction or other order that would prevent Seller from supplying or Buyer from using products for their intended purpose, Seller will at its option and expense (i) secure a license for the use of the product, or (ii) modify the products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the products.
- **29. RECORDS.** Seller shall grant access to Buyer for the purpose of copying during business hours all records of Seller relating to the products or services to be provided under this Purchase Order.

- **30. TRADE SECRETS AND CONFIDENTIAL INFORMATION.** Seller shall not disclose or use except to the extent required to fulfill this Purchase Order any confidential matters or trade secrets of Buyer.
- **31. ERRORS AND OMISSIONS.** Errors or omissions including but not limited to stenographic and clerical errors are subject to correction at any time.
- **32. SETOFF.** In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net indebtedness of Vendor to Buyer and its subsidiaries; and Buyer may deduct any amounts due or to become due from Vendor to Buyer and its subsidiaries from any sums due or to be come due from Buyer to Vendor.
- **33. RELATIONSHIP OF PARTIES.** Vendor and Buyer are independent contracting parties and nothing in this order shall name either party the agent or legal representative of the other for any purpose whatsoever nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- **34. SEVERABILITY**. If any term of this Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.
- **35. ENTIRE AGREEMENT.** This order, together with the attachments, exhibits, or supplements, specifically referenced in this order, constitutes the entire agreement between Vendor and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This order may only be modified by a purchase order amendment alteration issued by Buyer and signed by an authorized representative of Buyer.