

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

MUNICIPAL RECYCLING COLLECTION SERVICES



JAMES HOLTON
Mayor

NANCY RIDLEY
City Manager

Prepared By:
Division of Public Works

JOHN ZANG
DPW Director

August 2015



THE **CITY** OF
MT. PLEASANT, MICHIGAN

CITY HALL
320 W. Broadway • 48858-1698
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY
804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS
1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

NOTICE TO BIDDERS

Municipal Recycling Curbside Collection Services

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 W. Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on Tuesday, September 15, 2015, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "Recycling Curbside Collection Services – September 15, 2015."

Proposals are solicited on a lump sum basis for the collection of residential, recyclable material within the city limits.

All bid proposals must be accompanied by a bid bond, bank cashier's check, bank draft, or certified check for not less than five percent (5%) of the bid price, made payable to the City of Mt. Pleasant.

Specifications are available at the Public Works Building, 1303 N. Franklin Street, Mt. Pleasant, Michigan 48858, (989) 779-5401, Monday through Friday, 8:00 a.m. to 4:30 p.m. To view and download complete Plans and Specifications at no charge, visit the City of Mt. Pleasant website at www.mt-pleasant.org and navigate to the Bids and Quotes page.

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the city.

Jeremy Howard
City Clerk

John Zang, Director
Division of Public Works
(989) 779-5402

[2015 RECYCLING BID NOTICE TO BIDDERS]

City of Mt. Pleasant, Michigan
INSTRUCTIONS TO BIDDERS

1. **Proposals**

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. **Basis of Proposals**

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

3. **Comparison of Bids**

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between \$5,000 and \$9,999 and 2% of the total for bids over \$10,000. The maximum credit allowed is \$1500.00.** The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. **Indemnification**

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

5. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

6. **Insurance and Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner and insurance, as follows:

- a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statutes of the State of Michigan in effect at that time.
- b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time.
- c. Insurance in the amounts required by City Ordinance as specified in the Section 1 - General Construction Specifications, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, Maintenance Bond, and Insurance Certificates.

7. **Qualifications of Bidders**

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

8. **Interpretation of Documents**

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

9. **Execution of Bid Proposal**

A Bid Proposal, which is not signed by the individual making it, should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation, should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By: _____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

10. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

11. **Bidder Responsibility For Conditions of Work and Site**

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

[Form24a]

City of Mt. Pleasant, Michigan
BID PROPOSAL
Municipal Recycling Curbside Collection Services

TO: City Clerk
City Hall
320 W. Broadway Street
Mt. Pleasant, Michigan 48858

BID DATE: September 15, 2015
TIME: 1:30 p.m.

The undersigned, as Bidder, hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding of the same Contract; that the Bidder has carefully read and examined the Contract Documents, including the Notice to Bidders, Instructions, Bond Forms, Technical and Detailed Specifications, and Contract Drawings, for the designated work and understands all of the same; that the Bidder, or their representative, has made such a personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work; and the Bidder proposes and agrees that if this Proposal is accepted, the successful Bidder will contract with the Owner in the form of the Contract hereto annexed, to provide necessary machinery, tools, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents, including Addenda No. __, __, and __, in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth to furnish Contractor Bonds and Insurance required of the Contractor by the Contract Documents, and that the Bidder will take in full payment therefore the unit prices set forth in the following Proposal.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving the bids.

Upon receipt of a written Notice of Award of the Bid, the Bidder shall execute the formal Contract Agreement attached hereto within ten (10) days and shall deliver to the Owner a Surety Bond or Bonds required. In the event the Contract and Bond are not executed within the time above set forth, the Bid Deposit attached in the sum of five percent (5%) of the Bid Proposal shall become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Bidder is required to indicate the lump sum fee per month for weekly curbside and alley collection of recyclables from approximately 4,115 housing units to be served by the program. This constitutes approximately 4,024 actual structures. Do not include Material Recovery Facility (MRF) tip fees in the price quote.

Under the Alternate Bid scenario, include 250 additional stops (part of a one-year

pilot recycle program). This pilot area will be reviewed on February 1 and April 1 to determine actual participation in the program. Please indicate on your quote the amount of reduction for every 10 dwellings below the 250 targeted for participation.

The bid is for dual service (not single service), which requires curbside sorting.

The bid form addresses the cost proposal for collection of recyclables at the curb and alleys in the City of Mt. Pleasant. Tip fees at the MRF are not to be included in the price quote.

The lump sum fee/month price quote should be based on the existing miles of streets in the City of Mt. Pleasant. A price quote is also required for each additional quarter mile that may be added to the existing road miles of the city street system during the course of the contract.

Lump Sum Fee/ Month @ Existing Street Miles	Add to Lump Sum Fee/Month Per Added ¼ Mile
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Base Price Bid

<ul style="list-style-type: none"> -Commingled Paper (newspapers, magazines, catalogs, cardboard, boxboard, and brown paper bags)/ -Commingled Containers (glass, steel/aluminum cans, and plastic bottles) -Mixed Office Paper (copy paper, envelopes, flyers, and junk mail) 	\$ _____	\$ _____
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_____ and ____/100 Dollars.

(written)

Alternate Bid

<ul style="list-style-type: none"> -If the city does not continue the pilot program for 250 stops, what amount will be subtracted from the bid amount for years 2017 and 2018 	\$ _____	\$ _____
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<ul style="list-style-type: none"> -Reduction for every 10 dwellings below 250 	\$ _____	\$ _____
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_____ and ____/100 Dollars.

(written)

BID PROPOSAL

Page 2 of 6

The city is accepting bids for refuse hauling for a similar period. Please indicate if your company will offer a discount if both contracts (recycling collection and refuse collection) are awarded to your company.

NAME AND ADDRESS OF BIDDER,

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

AREA CODE/TELEPHONE NUMBER _____ DATE _____

Authorized Signature _____

Print or Type Name and Title _____

Authorized Signature _____

Print or Type Name and Title _____

[2016 RECYCLING BID PROPOSAL]

**EXPERIENCE QUESTIONNAIRE
TO BE FURNISHED BY BIDDER
CITY OF MOUNT PLEASANT, MICHIGAN**

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers hereinafter made.

1. How many years have you been in business as a contractor under your present name?

2. How many years have you been a principal officer of a firm under a different name?

Name of Firm _____

3. What projects of a similar nature has your organization contracted for within the past five years? (NOTE: Fill out each blank completely.)

Name of Owner & Location	Name/Address/Phone # of Person in Charge as Reference	Type of Work	Value of Work	Date Completed
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

4. Explain approximately your plan for performing the proposed work. (Include approximate time required for each step.)

5. What equipment do you own that is available to do this work or to provide backup collection in case the city collection vehicle is not available due to equipment repair?

Qty.	Item	Age, Make, Description, Size, Capacity, etc.	Condition	Years of Service
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6. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

Qty.	Item	Age, Make, Description, Size, Capacity, etc.	Estimated Cost
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7. Describe the methodology to be employed in the collection of recyclable materials. How will variations in collection volumes be handled?

NOTE: THE CONTRACTOR SHALL BE PREPARED TO PROVIDE THE CITY WITH A FINANCIAL STATEMENT IF THE CITY SO DESIRES.

PERSONAL INFORMATION

TO BE FURNISHED BY BIDDER

Name of business _____

If the contractor is an individual, so state and nothing more is necessary

If the contractor is a partnership, give the names of the individual members:

If the contractor is a corporation, give the names of the individual officers and the Board of Directors:

OFFICERS

BOARD OF DIRECTORS

Give the state in which it is organized _____ and the location of its main office _____

If the state is not Michigan, has a license been secured to do business in Michigan?

If the contractor is a corporation, each member must sign the proposal form. A corporation must execute the proposal form by its duly authorized officers in accordance with its articles of incorporation.

SPECIFICATIONS
COLLECTION, TRANSPORTATION, AND DISPOSAL
OF RESIDENTIAL RECYCLABLE MATERIALS

1. Description of Project

The City of Mt. Pleasant intends to execute a contract for the purpose of furnishing recycling collection services to the residential structures located within the City. The initial period of the contract will be for three (3) years, beginning on January 1, 2016, through December 31, 2018, with the option of extending the contract for two (2) additional one (1) year periods, by mutual agreement.

The following is provided as general background information for bidders. The City of Mt. Pleasant makes no guarantees as to the accuracy of this information, and the bidder is advised to conduct whatever independent study he feels is necessary to submit a bid.

City Population (2000 census)	25,946
City Population (2010 census)	26,016
Approximate Area	4,200 Acres
	6.93 Square Miles
Street Mileage	84 Miles

There are approximately 4,450 residential dwelling units in Mt. Pleasant.

2. Definitions

Contractor – Shall mean the person, firm, or corporation who or which agreed for a stipulated sum to perform the services, furnished materials, and equipment as required by this contract.

City – The City of Mount Pleasant, Michigan.

Collection – Removal of recyclables from its place of storage to the transportation vehicle.

Collection Vehicle – A City supplied 40 yard recycling vehicle, provided without cost to the contractor by the City for use in this contract. The Contractor is responsible for refueling the vehicle, but the City will pay for the fuel. This vehicle will be kept at the DPW garage.

Hazardous Wastes – Including, but not limited to, pathological wastes, explosive wastes, pesticides, pesticide containers, toxic or radioactive materials as defined by the Solid Waste Disposal Act 42, USC Section 6901, as amended.

MRF – The Material Recovery Facility constructed by or on behalf of, or available by contract or lease with, the County of Isabella.

Multiple Housing Facility – A housing facility containing three (3) or more dwelling units under one roof.

Non-recyclable Materials – Materials not identified as recyclable materials in this contract.

Person – Any individual, firm, public or private corporation, partnership, trust, public or private agency or any entity, or any group of such persons.

Premises – A parcel of land including the adjoining street right-of-way or legal easement, separated from adjacent parcels of land by legal descriptions, deed, or subdivision plat.

Performance Bond – Surety bond for \$50,000 for completion of the work included under this contract, issued to the City of Mt. Pleasant.

Processing Fee – The per/ton fees charged by the MRF contractor to the county for recyclable material tipped at the MRF.

Recyclable Materials – Those materials that the contractor is responsible for collecting and transporting to the MRF.

Recycling Bin – Blue box open container used for collection of residential, recyclable material.

Residential Dwelling Unit – One or more rooms with principal kitchen facilities designed for or occupied by one family for living and sleeping purposes.

Rooming House – Residential dwelling unit with a single kitchen facility but with multiple sleeping rooms, occupied by more than three unrelated people.

Site of Generation – Any residential dwelling unit in or on which recyclable materials are generated by any person.

Source Separated – Segregated recyclable materials from other refuse, or waste, at the point of generation. The point of generation may be the household or a commercial, institutional or industrial establishment.

Tipping Fee – The fee established by the owner to be charged upon delivery of recyclable materials to the MRF.

Transportation – The transporting of recyclable material from the place of collection to a material recovery facility (MRF).

3. General Requirements

Terms of Contract

The contract shall run for a period of thirty six (36) months, from January 1, 2016, and thereafter shall continue in force until terminated by either party giving not less than one hundred eighty (180) days advance written notice to the other of termination. All bonds and insurance requirements shall be executed to cover any period extending beyond the initial three (3) year term of the contract. The six (6) month notice provision shall apply, for example, to the original contract term so that if either the Contractor or the City desires the contract to terminate December 31, 2018, written notice to that effect must be given on or before July 1, 2018.

Extension of Contract

This contract shall commence January 1, 2016, and shall terminate on December 31, 2018, at 5:00 p.m. The contract may be extended for two (2) additional one (1) year periods by agreement of both parties. If the City desires to have the contract extended, they shall notify the contractor one hundred eighty (180) days prior to contract expiration of their desire to extend the contract. The contractor shall either accept or refuse the extension of the contract in writing within thirty (30) days after the City's request. The Mt. Pleasant City Commission must approve any extension of the contract.

Payment on Contract

The Contractor shall be paid as approved by the City Commission at the meeting held the fourth Monday of each month following completion of satisfactory performance of the contract during the preceding month. In order for payment to be processed the fourth Monday of each month, invoicing from the contractor must be received no later than the fifteenth (15th) day of the month for the prior month's services.

Contract Inflation Adjustment

Each year that the contract is in effect, all unit bid prices in the contract will be adjusted to reflect the percentage increase (decrease) in the official Detroit – Ann Arbor - Flint Consumer Price Index (1982 – 1984 equals 100) all items for all Urban Consumers, (CPIU) or its successor. The adjustment will be made annually on January 1, to reflect the preceding 12-month change in the CPIU.

City Right to Complete

Said contract shall contain a provision that, in the event the Contractor shall fail, neglect or refuse to perform any or all of their duties under said con-

tract, the City may perform such duties and charge all costs thereof to the Contractor. A Performance Bond of \$50,000 shall be provided by the Contractor payable to the City of Mt. Pleasant. The Contractor shall make available to the City all equipment used in this operation so that there will be no interruption in service to the City.

Supervision

The Contractor must be represented in person or at all times have an authorized representative, acceptable to the City of Mt. Pleasant supervising the work. Complaints of missed pick ups or service problems will be received and recorded by the designated City office. The contractor will be contacted by radio and advised of the complaint. Prompt and courteous investigations of these complaints are to be carried out when necessary. Prompt action shall be taken to remedy any condition that constitutes a failure to fulfill the terms of the contract. The Public Works Director shall have the right to determine the true validity of any complaints, as to the failure of the contractor to fulfill the terms of this contract, and that his decision shall be final and binding upon the Contractor.

Safety of Persons and Property

The Contractor agrees that he will:

- A) Take all necessary steps to prevent damage, injury or loss by reason of or related to the operation of the recycling collection service, to all persons and to any property on or adjacent to the recycling collection routes, depot sites or the MRF site, including but not necessarily limited to trees, shrubs, lawns, walks, pavements, roadways, equipment, structures, and utilities.
- B) Establish and maintain safety procedures for protection of the Contractor employees and all other persons associated with the recycling collection service in compliance with all applicable laws, customary industry standards, and OSHA requirements.
- C) Comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the safety of persons or property along collection routes or at depot sites or the MRF site, or protection of these persons from damage, injury, or loss.
- D) Designate a qualified and responsible number of their organization that shall be responsible for the personnel and property safety and shall work with federal, state, local, and municipal officials involved with matters of safety.

The Contractor shall be responsible for any damage to property of the owner or residents caused by their agents or employees in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the owner or the resident. Containers damaged by the Contractor will be replaced to the resident within 24 hours.

Deductions

There shall be deducted from the monthly payment, to be made by the City to the Contractor, the sum of Twenty Five (\$25.00) Dollars for each properly verified incident of failure on the part of the Contractor to collect, remove, and dispose of recyclable materials in accordance with the terms of this contract. A deduction of Twenty Five (\$25.00) Dollars shall also be made for each properly verified incident of carelessness on the part of the Contractor in the emptying of containers or otherwise permitting materials to be strewn on or about the properties. In case the Contractor, within 24 hours after notice of any such complaint, shall fail to make such collections or should fail to clean up the property, depending on the nature of the complaint, an additional deduction of Twenty Five (\$25.00) Dollars shall be made for each 24 hour period during which any such failure shall be allowed to continue after such notice. The sum deducted by the City under this provision shall be deemed and taken by the City as liquidated damages to the City and not as a penalty.

Material Delivery

The Contractor shall deliver all recyclable materials to the processing facility designated by the owner, currently the Isabella County MRF. The Contractor will abide by the Facility Delivery Standards (Attachment D), and by the facility's stated hours of operation.

A) The owner will be responsible to pay for all processing fees. The collection Contractor shall exclude the tipping fee at the MRF in the unit bid price.

B) If the Contractor has a load of recyclable materials that is rejected before being tipped at the owner's designated processing facility, the Contractor will be responsible for the disposition of those materials via other recycling processing facilities in a legal and safe manner.

i) In such instances involving curbside collected materials, there will be no additional cost to the owner and the Contractor will bear the full cost of such disposition.

Under no circumstances, unless written authorization is received from the owner, shall the Contractor dispose of those materials in a landfill.

C) Once placed in the collection vehicle, all recyclable materials become the responsibility of the collection Contractor. Once the collection Contractor tips the recyclable materials at the MRF and the MRF Operator accepts the load for processing, the load becomes the responsibility of the MRF Operator.

Lease and Ownership of Equipment

As part of the contract, the Contractor will be required to use the vehicle provided by the owner. The owner will be responsible for all maintenance and operating costs for the vehicle.

The ownership of the curbside vehicle and curbside containers purchased by the owner shall remain the property of the owner unless otherwise specified by the owner.

Collection Equipment Maintenance and Spare Parts

The Contractor shall correctly operate all equipment used for collection, including the collection vehicle and curbside containers, so that they are in good operating condition at all times. The equipment shall be cleaned as often as necessary to keep it presentable and reasonably free from objectionable odors. The repair and maintenance practices for the equipment must meet or exceed manufacturer's recommendations. It is the Contractor's responsibility for all equipment damage beyond normal wear. The Contractor is not responsible for lost or stolen curbside collection bins. The county is responsible for storage of extra containers at the MRF.

The owner will provide fuel and oil from the DPW garage for operation of the collection vehicle. The Contractor will not be charged for fuel or oil used in the vehicle operation.

The owner will maintain an adequate equipment and spare parts inventory in order to repair and replace the same, if necessary, in a timely fashion and so as to minimize any disruption in the operation of the service.

The Contractor shall operate the collection service and equipment in compliance with all permits and applicable federal, state, local, and municipal laws, rules and regulations, including those established by OSHA.

The Contractor shall coordinate the maintenance and repair schedule of the collection vehicle with the DPW motor pool. The Contractor shall deliver the recycling vehicle to the DPW on a regular basis for maintenance. Normal maintenance will generally be scheduled for Friday. The collection vehicle shall be stored at the DPW facility each night after collections are completed.

The Contractor shall notify the owner promptly if any major equipment fails or is damaged. The Contractor shall provide a trailer or other equipment to continue recycling collection, if the collection vehicle is not operational.

The Contractor shall be responsible to pay for any damage to the equipment caused by improper operation, negligence, or accidents. Such repairs will be made by the City motor pool or an outside repair facility chosen by the City.

The owner or its authorized representative shall have the right to inspect the equipment to determine its current condition, its acceptability for service and the need, if any, for rejection of the equipment as unsuitable for the work required as part of this contract.

The collection vehicle can only be used to provide collection services under this contract.

Driver's License Requirements

The Contractor shall be responsible for insuring that the employees driving the Contractor's leased recycling collection vehicles have a current, valid commercial driver's license of the State of Michigan for the equipment being driven, (CDL Type A or B). A safe driving record is required of the vehicle operator.

Time of Collection

Unless otherwise ordered by the City Manager, collections of recyclables will take place between 7:30 a.m. and 6:00 p.m., from Monday through Thursday, on the same day as refuse collection. Upon prior notification to residents, Fridays may be used as holiday make-up days. When regular collection days are skipped because of a holiday, all following collection days will be shifted by one (1) day, with Friday used to complete the schedule. No collection of recyclables shall be made on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Sufficient equipment and personnel must be furnished to make one (1) complete collection from the entire residential area within four (4) days.

Record Keeping

A) Promotion and Education Incentives

On request distribute curbside recycling information as collections are made. Provide corrective, informational notices when violations of the recycling ordinance are observed during collections.

The City of Mt. Pleasant shall provide printed materials for distribution.

Collection Vehicle

The owner will provide for the Contractor's use a specialized hydraulic top-loading recycling truck with the following features:

- 40 cubic yard operational capacity;
- Dual steering with right-hand, stand-up drive;
- Two (2) adjustable compartments to allow for changes in material quantities;
- A 45-inch loading height; and
- Hydraulic unloading capability.

Materials Collected

Recyclable materials placed for curbside collection from occupants of the residential dwelling shall include; paper, mixed office paper, and plastic, metal, and glass containers. The Contractor will be responsible for collecting recyclable materials onto the collection vehicle in three (3) groups. The recycling collection vehicle has three separate collection compartments. The materials within each group and the quality control standards for these materials are listed below. These standards may be adjusted slightly as markets and/or requirements by the MRF change.

A) Commingled Paper: May include the following materials:

- Newsprint: All newsprint will be acceptable with the exception of wet or yellowed newsprint, or newsprint that was once wet. Advertisements and other material found within individual newspapers will be acceptable. All other additional non-newsprint material will not be acceptable. Newspapers shall either be loose, bundled, or in a brown, paper sack.
- Magazines: Magazines shall either be bundled or in a brown, paper sack.
- Corrugated Cardboard: Clean, corrugated cardboard will be collected. Tape and staples are acceptable. Cardboard must not contain any wood, food, plastic, or styrofoam. Cardboard cannot be waxed or plastic coated. Residents will be asked to flatten and either cut down or fold pieces to no more than 3 ft. by 2 ft.
- Boxboard: Clean boxboard from food containers, (cereal, crackers, etc.), containers no liners or wrappers. No wax-coated boxes.

- Brown Paper Bags: May be used to handle other paper materials or set loose in the bin. White and colored bags are not acceptable.
- B) Mixed Office Paper: May include the following materials: generally used office paper including mixed office paper, copy paper, colored paper, envelopes without windows, manila envelopes, flyers, mail advertisements (junk mail), and message forms, placed in a paper bag or plastic sack.
- C) Commingled Containers: May include the following materials:
 - Glass Jars/Bottles: Only food/beverage containers will be accepted. Containers must be washed thoroughly, with lids and caps removed and metal lids and caps placed separately in the bin. Glass does not need to be separated by color. Paper labels and metal rings do not have to be removed from jars and bottles.
 - Cans: Only food and beverage containers will be accepted. This will include aluminum cans, steel cans and steel "tin" cans. Cans must be washed thoroughly, with labels removed.
 - Plastic Bottles: All types of plastic bottles (no caps or spray-type nozzles, no tub containers like margarine or yogurt, no cat litter or birdseed pails, buckets, or laundry baskets).

Curbside Containers

- A) Each residential dwelling unit will receive a blue bin 14 gallon, plastic, rectangular box, provided by the owner, for collection of container materials (with newspaper bagged or bundled separately). If a resident collects more than can fit into the container, then the resident may place the additional recyclable materials at the curb in a well-marked box, bag, or other container up to 15 gallons or two (2) cubic feet.
- B) If a container placed at curbside is tipped over before the Contractor handles it, the Contractor shall make a reasonable effort to collect as many materials as possible. The Contractor is to report immediately to the DPW office via radio all container spillages. However, if the Contractor, while in the process of handling the container, shall spill all or some of the contents, the Contractor shall be responsible for cleaning up all of the spillage.
- C) Recycling containers shall be placed at curbside for collection. Curbside refers to the portion of the right-of-way adjacent to paved or traveled roadways, (including alleys), where normal refuse collection oc-

curs. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. The Contractor may decline to collect any container not so placed or any recyclable materials not placed in suitable containers.

D) The Contractor shall empty the container and return the container to the curb location in a neat and orderly fashion. The Contractor will be held liable for in-kind replacement of containers that the Contractor damages in handling.

Contractor's Quality Control Responsibilities

Within reason, the Contractor will be responsible for assuring that the quality control standards for materials that are collected are maintained and that nonrecyclable materials, as defined, are not collected. If a residential recycling collection bin contains nonrecyclable materials, then the Contractor, if it is practical, will pick the recyclable materials out of the container for collection. However, if it is not practical, the Contractor has the right to leave the container with its entire contents on the curb. The City D.P.W. office must be notified if this situation occurs.

When a residential collection bin contains nonrecyclable materials, the Contractor will be responsible for placing a quality control notice in the bin, indicating which nonrecyclable materials are present.

The Contractor will be responsible for taking reasonable steps to minimize glass breakage during collection. This will include, but not be limited to, proper operator training. Because glass will be collected as mixed colors and then separated at the MRF by color, it is important that breakage during collection be minimized.

Telephone and Radio Communication

The Contractor must maintain a person as a dispatcher to answer phones during hours of collection. The dispatcher shall take instructions for additional pickups and complaints and expedite action. Disposition of action taken must be reported back to the City's authorized representative the same day.

The City shall provide a mobile two-way radio in the collection vehicle with the Mt. Pleasant Public Works' frequency for communications between the owner and the drivers, for response on service calls and/or citizen complaints.

As an option, the Contractor may provide a mobile telephone to the DPW staff for communication with the collection vehicle driver.

New Properties

The Contractor shall give curbside service under this contract to all new construction or new occupation within the City, for residential establishments, within ten (10) days of receipt of written notice by the owner of the nature of the establishment and its location. The Contractor shall be compensated for new residential establishments within the City as described in these specifications. The City payment will be based on a lump sum contract for the curbside collection of recyclables. Additional payment will only be provided based on a unit price of new residential streets constructed or annexed by the City. Units will be in quarter mile increments.

Exhibit C
CITY RECYCLING COLLECTION IN TONS

Year	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Jan.	29.9	38.1	35.9	35.3	34.0	37.9
Feb.	26.2	27.5	30.3	23.7	29.9	31.7
March	29.2	29.4	34.6	35.7	38.4	32.7
April	34.9	32.9	32.0	34.2	34.4	38.7
May	35.5	39.3	37.7	36.5	34.3	35.4
June	30.8	31.6	32.0	39.3	39.5	37.6
July	31.6	35.4	29.8	31.6	35.2	35.9
Aug.	26.4	31.6	36.3	35.9	36.5	33.4
Sept.	30.8	33.8	30.2	35.4	31.6	36.3
Oct.	33.0	36.1	36.0	32.9	32.7	36.5
Nov.	29.0	33.0	35.2	38.0	35.6	36.7
Dec.	<u>37.3</u>	<u>36.8</u>	<u>36.3</u>	<u>39.7</u>	<u>43.6</u>	<u>44.9</u>
Avg./						
Month	31.2	33.8	33.9	34.9	35.5	36.5
Year	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>
Jan.	52.4	51.3	48.7	48.6	46.8	50.2
Feb.	38.3	37.3	39.1	40.3	40.9	40.1
March	42.7	46.6	47.2	51.2	53.5	45.3
April	47.7	46.3	43.7	47.7	49.4	51.9
May	48.4	53.1	49.0	49.0	48.6	53.9
June	58.5	46.9	49.7	55.2	54.1	47.8
July	59.0	45.6	42.0	42.3	44.6	52.3
Aug.	48.7	50.4	53.3	51.9	48.9	43.8
Sept.	47.8	43.8	44.5	48.6	51.8	51.9
Oct.	50.5	52.2	49.9	46.8	47.1	53.3
Nov.	45.2	52.5	56.0	53.9	55.5	49.1
Dec.	<u>56.0</u>	<u>48.4</u>	<u>49.1</u>	<u>51.9</u>	<u>57.9</u>	<u>58.2</u>
Avg./						
Month	49.6	47.9	47.7	49.0	49.9	49.8

	<u>Year</u>		<u>Year</u>	
Monthly Average	1993	59.5	1998	52.7
	1994	54.7	1999	53.7
	1995	58.1	2000	52.8
	1996	52.6	2001	50.0
	1997	51.0	2002	48.0

[2016 RECYCLING BID COLLECTION-TONS]

City of Mt. Pleasant
Inclement Weather Cancellation Policy for
Residential Recycling Collection

Beginning March 1, 2011, the City's Inclement Weather Cancellation Policy for Residential Recycling Collection will be as follows:

1. In heavy snow event situations, a representative of the recycling collection company will contact the City of Mt. Pleasant's Street Department Superintendent in the early morning hours to obtain information regarding road conditions and plowing progress within the City of Mt. Pleasant.
2. After obtaining this information, the representative will contact the City's Director of Public Works to discuss service options.
 - A. Service may be delayed for up to two hours.
 - B. If option A has expired or deemed not feasible, then service will be canceled for that day. The canceled day will not be made up and collection for the remaining days of the week, when applicable, will be on schedule.
3. If recycling collection has been canceled for the day, the hauler may be required to furnish additional equipment on the following week's scheduled collection day to collect the accumulated recycling. For example, if collection is canceled on a Thursday, two trucks may be needed to collect recycling on the following Thursday. Note that the Street Superintendent may serve as alternate to the Director for canceling service when the Director is not available.

SIGNED:

Contractor Signature/Title

City of Mt. Pleasant Representative

Print Name/Title

Print Name/Title

DATE:
