

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

MUNICIPAL REFUSE 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 • 48858-2447
(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 Refuse 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 "Municipal Refuse Collection Services – September 15, 2015."

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

Residential Collection	Lump Sum
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Alternate Bid

1) Large Item Pickup/Weekly	Lump Sum
2) Large Item Pickup/Monthly	Lump Sum

All bid proposals must be accompanied by a bid bond, bank cashier's check, bank draft, or certified check in the amount of \$10,000, made payable to the City of Mt. Pleasant.

Complete Plans and 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.

John Zang
DPW Director
(989) 779-5402

Jeremy Howard
City Clerk

[2015 Refuse Collection - NB]

City of Mt. Pleasant, Michigan
Municipal Refuse Collection Services
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 as required.

The proposal, bound together with all required 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. The bid must be received by the City Clerk, City Hall, 320 W. 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 qualifications of bidder, price differentials, alternate proposals for those items listed in the proposal (if applicable), and any other pertinent factors. 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.

The bid proposal is identified in the proposal section of these specifications. The bid proposal cost per month will be determined by adding the monthly lump sum collection cost to the cubic yard disposal cost of 500 C.Y.

4. **Bid Deposits**

The 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 \$10,000, 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 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.

5. **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 own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. **Insurance and Bonds**

The successful bidder will be required to execute one (1) bond, in the form attached hereto, with Surety acceptable to the owner and insurance, as follows:

- a. Performance bond in the amount of \$125,000 for this bid proposal, running to the City of Mt. Pleasant, Michigan, according to the statutes of the State of Michigan in effect at that time, to insure the completion of the entire work.
- b. Insurance in the amounts required by city ordinance as specified below.

The successful bidder shall be required to furnish for each set of executed contract documents, and additional copies thereof, an original performance bond and insurance certificates.

The contractor shall purchase and maintain, at his/her own expense, such insurance that will protect himself, subcontractors, owner and the engineer from claims under worker's compensation law, bodily injury, occupational sickness or disease, death, property damage, and other protection required by the contract which may arise from the performance of the work.

All such insurance shall be subject to the approval of the owner and shall include a non-cancellation clause preventing cancellation without ten (10) days prior written notice to the owner. Insurance coverage as specified in this request shall remain in effect during the term of the contract. Certificates of insurance must be submitted to the owner prior to beginning any work, and be updated annually during the term of the contract.

The amounts of such insurance shall not be less than the following:

WORKER'S COMPENSATION - Statutory Coverage B: \$100,000

PUBLIC LIABILITY - (including products and completed operations)

Bodily Injury: \$250,000 each person
\$500,000 each accident
Property Damage: \$250,000 each accident
\$250,000 each aggregate

AUTOMOBILE LIABILITY - (including leased, rented or privately owned vehicles)

Bodily Injury: \$250,000 each person
\$500,000 each occurrence
Property Damage: \$250,000 each accident
\$250,000 each occurrence

EXCESS LIABILITY \$1,000,000 each occurrence
ADDITIONAL INSURED CLAUSE - Mt. Pleasant shall be a named insured
on ALL of the above policies.

Equal Employment Opportunity

The contractor shall not discriminate against any employee or applicant for employment in the performance of this work with respect to race, color, religion, national origin, ancestry, sex or age, and the contractor shall comply with all state and federal standards and procedures for employment policies.

Taxes

The contractor shall pay all sales, consumer, use and similar taxes required by law as part of the contract price.

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 similar projects, 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 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.

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 may be considered by the owner to have abandoned all his rights and interests in the award and his 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. **City's Right to Terminate Contract**

If the contractor should be judged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account

of his insolvency or if he should persistently or repeatedly refuse to supply enough labor, material or equipment to maintain the established schedules or collections, or if he should fail to make prompt payment for materials or labor or persistently disregard laws of the State of Michigan and ordinances of the City of Mt. Pleasant or otherwise be guilty of substantial violation of any provision of the contract, then the city may, without prejudice to any other right or remedy, terminate the contract and re-bid the same. A reasonable notification will be given to the contractor prior to termination of the contract.

12. **Assignment**

The contractor shall not assign the contract or sublet as a whole or in part without the written consent of the city. Such consent does not release the contractor from any of his obligations and liabilities under the contract. Violations of this specification shall result in instant forfeiture.

13. **Bidder Responsibility**

Each bidder shall have the responsibility to fully acquaint himself with all aspects of the conditions surrounding the contract, including the city layout, street system, location of disposal sites, operation of the disposal sites, equipment storage requirements, quantity and quality of the materials to be collected and other related factors. He shall also acquaint himself with state, county, and local laws and ordinances.

Failure or omission of any bidder to examine any instrument, form or other document, visit the site and acquaint himself with the existing conditions, number of pickups, laws, rules, etc., shall in no way relieve him from any obligation with respect his bid or to the contract.

No verbal agreement or conversation with any officer, agent, or employee of the city, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

14. **Length of Contract**

The contract shall be for a period of thirty-six (36) months, commencing January 1, 2016, and ending December 31, 2018, with the option of extending for two (2) additional one (1) year periods, as described in the contract specifications.

15. **Anti-discrimination Clause**

The contractor shall not discriminate against any employee or applicant to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment, race, color, religion, national origin or ancestry, or because of his or her age or sex, and to require a similar covenant on the part of any subcontractor employed in the performance of this contract. The contractor

shall comply with all state and federal standards and procedures for employment practices.

Breach of this covenant will be regarded as a breach of this contract.

16. **Legal Conditions**

The contractor agrees to abide by all applicable federal, state, county, and local laws and regulations. All refuse collection vehicles operated in the City of Mt. Pleasant must be licensed under the City Solid Waste Ordinance.

City of Mt. Pleasant, Michigan

BID PROPOSAL

Municipal Refuse Collection Services

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

BID DATE: Tuesday, 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, for the designated work and understands all of the same; that the Bidder, or the Bidder's representative, has made such a personal investigation at the site as is necessary to determine the character difficulties attending the execution of the proposed work; and the Bidder proposes and agrees that if this Proposal is accepted, the Bidder will contract with the Owner in the form of the Contract hereto annexed, to provide collection service and all necessary machinery, tools, apparatus, and transportation services necessary to do all the work and furnish 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 his 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 the 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.

1) Bid Proposal - Residential Refuse Collection

Provide weekly collection of refuse in accordance with the contract specifications, with delivery to an approved Act 641 disposal site, excluding disposal costs, at the following monthly lump sum price.

Monthly Lump Sum Cost \$ _____
@ Existing Street Miles (figures)

(words)

Add To Lump Sum Fee/Month \$ _____
Per Added 1/4 Mile of Street (figures)

(words)

2) Landfill Disposal Fee

Provide the disposal site location and the current cost/cubic yard for refuse disposal. The amount will be used for payment to the contractor for the cost of refuse disposal as a direct pass through cost.

\$ _____
(figures)

Site Location _____
(words)

3) Total Cost Per Month

a) Monthly Collection Cost \$ _____
(from # 1 above)

b) Monthly Landfill Disposal Cost \$ _____
\$ _____ X 500 C. Y. month
(from # 2 above)

c) Total Monthly Cost \$ _____
(figures)

(a plus b)

(words)

4) Main Street Refuse Containers

Provide weekly collection of 23 ten-gallon refuse containers along Main Street
Monthly Lump Sum Cost

\$ _____
(figures)

(words)

5) Downtown Refuse Containers
Provide collection twice weekly of 33 downtown 36-gallon refuse containers
Monthly Lump Sum Cost

\$ _____
(figures)

(words)

Provide an extra "Special Event" collection of 33 downtown 36-gallon refuse containers
Lump Sum Cost

\$ _____
(figures)

(words)

ALTERNATE BID PROPOSAL

Large Item Collection

How often will collection take place? _____

City dumpsters (5) _____

Cost _____

Landfill disposal fee _____

Restrictions, qualifiers, and exemptions

ALTERNATE BID PROPOSAL

The city is bidding refuse and recycling collection at the same time. How much discount would be offered to the city if the city were to award both contracts to your company?

NAME AND ADDRESS OF BIDDER,

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

AREA CODE/TELEPHONE NUMBER _____ DATE _____

Bid Submitted By: _____
(signature)

Print or Type Name and Title _____

EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
TO BE FURNISHED BY BIDDER
MUNICIPAL REFUSE COLLECTION SERVICES
CITY OF MOUNT PLEASANT, MICHIGAN

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories 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 and Location	Name/Address of Person in Responsible Charge as Reference	Type of Work	Amount of Work	Date of Completion

4. a) Explain approximately your plan for performing the proposed work. (Include approximate time required for each step.) b) Identify the collection equipment to be used for this contract.

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

Qty	Item	Age, Make, Description, Size, Capacity, etc.	Condition	Years of Service

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

7. Describe the methodology to be employed in the collection of 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.

[2015 Refuse Collection - Questionnaire]

SPECIFICATIONS

MUNICIPAL REFUSE COLLECTION SERVICES

1. Description of Project

The City of Mt. Pleasant intends to execute a contract for the purpose of furnishing comprehensive residential refuse collection services to the residential facilities located within the city. The initial period of the contract will be for thirty-six (36) months, beginning on January 1, 2016, through December 31, 2018, with the option to the city to extend the contract for two (2) additional one (1) year periods.

The city also provides residential collection services under a separate contract for recycled materials. This curbside collection program serves all residential single family, duplex, triplex, approved multi-family, rooming houses, and condominium association housing units.

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

City Population (2000 census)	25,946
City Population (2010 census)	26,016
Approximately Area	4,200 Acres
	6.56 Square Miles
Street Mileage (Approx.)	84 Miles

Last Years' Monthly Average For Collection Of Residential Refuse

2014
500 CY

There are approximately 8,400 housing units in Mt. Pleasant, which includes approximately 4,000 residential dwelling units.

In addition, there are currently approximately 235 small commercial customers who generate less than ½ cubic yard, (six to eight bags), of refuse per week. These customers are to be designated as "residential" customers under this contract. Collection of city bag/tag residential refuse at these sites is to be included as part of the service under this contract.

The city has offered to make the bag/tag refuse collection available to rooming houses and multi-family dwellings. These dwellings have only been served by

commercial haulers. The impact of this opportunity for residents has not yet been determined.

The central business district has approximately 25 curbside trash containers. Collection of these containers by the contractor twice weekly is included under this contract.

2. Definitions

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

Solid Waste - Solid Waste as defined in Section 7(1) of Act 641, as amended from time to time. Refuse from human or animal habitation or commercial and manufacturing business with insufficient liquid content to be free flowing.

Residential Refuse - Is the solid waste generated by residential, commercial and institutional property within the City of Mount Pleasant. Not more than 1/2 cubic yard per week (approx. 6 to 8 bags) of waste can be generated by the structures to qualify as residential refuse. This term shall include paper, wrapped garbage and other related materials. Not included in refuse material would be gravel, earth, commercial refuse, yard waste and bulky refuse.

Bulky Rubbish - Non-protrusive solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments which are not transportable by solid waste collectors, with the equipment available therefore.

City - The City of Mount Pleasant, Michigan.

Collection - Removal of refuse from its place of storage to the transportation vehicle.

Commercial Refuse - Refuse collected by private contractors from commercial establishments.

Demolition and Construction Waste - Waste materials from the construction or destruction of residential, industrial or commercial structures.

Disposable Solid Waste Container - Disposable plastic or paper sacks with a capacity of 20 to 30 gallons specifically designed for storage of solid waste, must either be a city refuse bag or have a city refuse tag attached to be collected.

Residential Dwelling Unit - One (1) or more rooms with principal kitchen facilities designed for, or occupied by, one (1) family for living and sleeping purposes.

Garbage - Protrusive animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.

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, amended.

Material Collection License - The license required by city ordinance for all solid waste haulers operating within the city's jurisdiction.

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

Person - Any individual, firm, public or private corporation, partnership, trust, public or private agency or any other 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.

Solid Waste Containers and/or Receptacles - Receptacle used by any person to store solid waste during the interval between refuse collections. Maximum receptacle capacity is 34 gallons. Must have a city refuse tag attached to be collected.

Transportation - The transporting of solid waste from the place of collection or processing to a solid waste processing facility or solid waste disposal area.

Yard Waste - Grass clippings, leaves, small tree trimmings, garden waste, and similar plant materials.

3. General Requirements

Terms of Contract

The contract shall run for a period of thirty-six (36) months, from January 1, 2016 to December 31, 2018. All bonds and insurance requirements shall be executed to cover any period extending beyond the thirty-six (36) month term of the contract.

Extension of Contract

This contract shall commence January 1, 2016, and shall terminate December 31,

2018, at 11:59 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, it shall notify the contractor one hundred fifty (150) days prior to contract expiration of its 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.

Payment on Contract

The contractor shall be paid as approved by the city commission 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 tenth (10th) day of the month for the prior month's services. The invoice for landfill disposal fees must document the cubic yards of refuse delivered and the unit price for disposal. Gate receipts for all landfill disposal fees must be provided with the invoice.

Contract Inflation Adjustment

Each year that the contract is in effect, the lump sum fee for refuse collection in the contract will be adjusted to reflect the percentage increase (decrease) in the official Detroit Consumer Price Index (1982 - 1984 equals 100) for All Urban Consumers, (CPIU), or its successor. The adjustment will be made annually on May 1, to reflect the preceding 12-month change in the CPIU. The maximum allowable increase in the contract due to the CPIU shall be five percent (5%).

Actual cost will be paid for the tipping fee at the landfill. The tipping fee shall be no more than the standard gate fee for municipal refuse at the landfill or transfer station. If the successful bidder includes a tipping fee that is less than the standard gate fee at the time of the bid, the numerical difference between the gate fee at the time of the bid and the gate fee following the increase will be added to the tipping fee included in the bid to determine the adjusted disposal fee to be paid to the contractor.

For example, if the gate fee at the time of the bid was \$12.00/C.Y. and the disposal fee included in the bid by the contractor was \$10.00, and the gate fee increases to \$14.00 at a later date, then the disposal fee paid to the contractor would increase by \$2.00 to \$12.00/C.Y.

No fuel surcharge shall be added unless it is included in the bid amount.

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 its duties under said contract, the city may

perform such duties and charge all costs thereof to the contractor. 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 pickups or service problems will be received and recorded by the designated office of the city. The contractor must pick up the record of complaints received daily by 4:00 p.m. Prompt and courteous investigations of these complaints are to be carried out when necessary. Prompt action shall be taken to remedy any condition, which 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.

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 refuse 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 twenty-four (24) hours after notice of any such complaint, should 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 twenty-four (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.

Driver's License Requirements

The contractor shall be responsible for insuring that the employees driving his equipment in the City of Mt. Pleasant have a current, valid driver's license of the State of Michigan for the equipment being driven. All Commercial Drivers License (CDL) standards of the State of Michigan must be met.

New Properties

The contractor shall give service under this contract to all new construction or new occupation within the city limits or residential establishments within ten (10) days receipt

of written notice by the city of the nature of the establishment and its location. The city payment shall be based on a lump sum contract for the collection of refuse. Additional payment will only be provided if new residential streets are constructed or annexed by the city. Units will be in quarter mile increments.

Time of Collection

Unless otherwise ordered by the city manager, collection of refuse will take place between 7:30 a.m. and 6:00 p.m., from Monday through Thursday. 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 refuse 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.

Containers

Refuse receptacles of the can type shall be made of metal or plastic of tapered (smaller diameter at bottom) cylindrical shape, must be water tight, and equipped with tight fitting cover and strong handles. The maximum size of the containers shall be thirty-four (34) gallons. Containers shall be provided by the resident or owner shall be maintained in good condition and kept in a sanitary condition as is possible for their intended use. Upon notification of the Public Works Director, containers that are unsatisfactory shall be removed by the contractor as rubbish.

Heavy-duty standard plastic trash bags as advertised for this purpose by leading manufacturers may be used as refuse containers. The city may require residents to utilize special plastic bags as described in the residential section of the specifications. The maximum size is to be thirty (30) gallons. The combined weight of receptacles and their contents shall not exceed fifty (50) pounds.

Payment by the residents for refuse collection is based on the purchase of city refuse bags or city refuse tags. The contractor is not to collect refuse that is not properly bagged or tagged. This includes refuse containers that are overfilled with material stacked on top of the containers. Such violations should be reported to the city DPW.

If containers or plastic bags are ripped or left open or tipped over, the contractor shall be required to pick up and haul away the bags and remaining contents. Any spillage from the bags or containers, before the contractor handles them, may be left undisturbed. The contractor is to report immediately to the designated city offices, all container spillages.

However, if the contractor, while in the process of handling the bag or container, should spill all or some of the contents; he shall be responsible for cleaning up of all spillage.

Location of Containers

The containers and/or bags shall be placed near the street curb. The location shall be arranged to facilitate the removal of refuse by the contractor. The contractor shall be required to make collections from this location. Where containers and bags of rubbish are placed in a right-of-way and may cause a safety hazard to vehicular or pedestrian traffic, the Director of Public Works shall designate special locations for collection. For standard refuse containers that are placed at the curb, the contractor shall empty the containers and return the containers and covers to the curb location in a neat and orderly fashion.

The contractor shall see that all covers are replaced on the refuse containers. The contractor will be held liable for in-kind replacement of containers that he damages in handling.

Equipment

Each bidder shall submit with his proposal, specifications of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling rubbish and garbage shall be late model, steel body with steel covers, non-leakable and of the automatic packer type. The equipment shall be in such condition that the schedule of collection, as presented to the Director of Public Works, can be maintained. Breakdowns or faulty equipment will not be sufficient reasons to deviate from the schedule.

The contractor shall use the equipment identified in its proposal, or equipment equal in type, specifications and age, usual wear and tear expected, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment that performance of the contract shall, from time to time, require.

The minimum equipment required for this contract is two (2) twenty cubic yard automatic packers, completely covered. The minimum equipment shall include the contractor's capabilities of servicing mechanical containers. The minimum equipment must be available ten (10) days before the collections are to be made under the contract, at which time they will be inspected by the city.

All equipment used to collect and transport solid waste materials under this contract shall have current State of Michigan licenses and certifications required for this purpose.

The contractor shall provide a mobile or portable two-way radio with the Mt. Pleasant Public Works frequency for communications between the city and the drivers, for response on service calls and/or citizen complaints.

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 contractor's equipment shall be cleaned as often as necessary to keep it presentable and reasonably free from objectionable odors. The equipment and local facilities shall be subject to inspection or rejection by the Public Works Director or his authorized representative. The contractor as soon as reasonably possible must repair rejected equipment.

All refuse and rubbish hauled by the contractor shall be securely tied and covered during hauling thereof so as to prevent leakage, spillage or blowing. No person shall allow refuse or rubble of any kind whatsoever, to leak, spill, blow, or drop from any vehicle onto any public street within the city.

Disposal of Refuse

The City of Mt. Pleasant reserves the right to review and approve the proposed disposal site for all city refuse collected under this contract. All refuse shall be disposed of at a licensed Act 641 landfill or transfer station that is approved by the city. The contractor shall provide written notification to the city of the proposed disposal site prior to its use. The city shall, within a reasonable time, provide written authorization or denial for the use of the site.

4. Residential Service

Adjustment in Payment

Adjustments in monthly payment made to the contractor for solid waste collected under this contract will be made in the following manner: An adjustment will be allowed under this proposal for a net increase of additional street mileage in the City of Mt. Pleasant during the period of the contract. Adjustment will only be made for streets added to the city system after January 1, 2016. Any adjustment shall be determined once each year on January 1, from records of the city. Additional compensation shall begin for the month of February in the same year. Adjustments shall be made in one quarter mile increments of new residential streets added to the city street system that requires refuse collection.

Metered Bag System

Payment for residential refuse collection by residents is made on a cost per bag or cost per trash can basis through the use of a city refuse tag. Appropriately marked, 28-gallon trash bags are sold by the city to users of the municipal collection system. The contractor should collect only City of Mt. Pleasant trash bags. The city also sells tags to be placed upon refuse containers or refuse bags for collection. The contractor must remove the tags from containers when they are emptied during collection. No collection of un-tagged overflow material should occur.

Collection Times

All residential refuse must be properly placed by the household for collection no later than 7:30 a.m. on the household's scheduled day of pickup. The contractor shall be responsible for pickup of all refuse placed for collection prior to that time.

Collection Frequencies

All residential refuse shall be collected once a week. The contractor shall utilize the existing collection routes, so that the day of collection, for a given district, shall fall upon the same day of the week, except for holidays. Exhibit A provides the collection districts of the city.

5. Commercial Services

The city does not provide commercial refuse collection service. Commercial customers may contract with any refuse collection firm that is licensed to do business in the city.

6. Main Street Refuse Containers

In an effort to reduce litter, the city has installed 23 – ten-gallon refuse containers. Two containers are located on nine intersections along South Main Street. A price quote for emptying these containers on a weekly basis is requested. Based upon the cost of the quotations, the city will then determine if we wish to contract for this service.

7. Downtown Refuse Containers

In an effort to reduce litter, the city has installed 33 – 36-gallon refuse containers downtown. Three containers are located in Jockey Alley and 30 containers are located downtown. A price quote for emptying these containers twice weekly is requested. Based upon the cost of the quotations, the city will then determine if we wish to contract for this service.

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