

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

FOR THE

CITY OF EASTPOINTE

**SOLID WASTE COLLECTION AND
DISPOSAL PROGRAM**

AEW NO. 0145-0682

SEPTEMBER 2022

OWNER:

**City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021**

CITY OF EASTPOINTE
SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

INDEX

Advertisement for Bids	A. 1
Instructions to Bidders	Pages 1 – 4
Proposal	Pages 1 - 13
Bid Bond	Pages 1 – 2
General Specifications	Pages 1 – 20
Notice of Living Wage Ordinance	Page 1
Living Wage Ordinance No. 901 Documents	Pages 1 - 6
Collection Schedule Map	Page 1

ADVERTISEMENT FOR BIDS

CITY OF EASTPOINTE, MICHIGAN

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

AEW PROJECT NO. 0145-0682

RECEIPT OF BIDS

The City of Eastpointe will receive sealed bids until **2:00 pm, local time on Thursday, October 13, 2022** at the offices of the City Clerk, City of Eastpointe, 23200 Gratiot Ave Eastpointe, Michigan 48021 at which time and place all bids will be publicly opened and read aloud.

PLANS AND SPECIFICATIONS

Plans and Specifications may be obtained at www.mitn.info and copies may be viewed at the office of the City Clerk, City of Eastpointe, 23200 Gratiot Avenue, Eastpointe, Michigan 48021 after **5:00pm on Friday, September 9 2022**. Documents will only be available through the MITN site. Bids may be rejected unless made on the forms as included with the bidding documents.

BID SECURITY

A certified check, or the included Bid Bond, executed by the bidder and a surety company, payable to the City of Eastpointe, in an amount at least equal to five percent (5%) of the bid, shall be submitted with each bid.

WITHDRAWAL OF BIDS

No bid may be withdrawn for a period of sixty (60) calendar days after the receipt of bids.

AWARD OF CONTRACT

The City of Eastpointe reserves the right to reject any or all bids and/or to waive any irregularities in bidding. The successful bidder will be required to furnish satisfactory performance, payment, maintenance and guarantee bonds and insurance certificates.

BY:

City of Eastpointe
23200 Gratiot Ave.
Eastpointe, Michigan 48021

DATED: September 2022

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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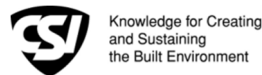
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Construction Specifications Institute

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American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINED TERMS	1
ARTICLE 2 - COPIES OF BIDDING DOCUMENTS	1
ARTICLE 3 - QUALIFICATIONS OF BIDDERS	1
ARTICLE 4 - BIDDING DOCUMENTS AND SERVICE AREA	1
ARTICLE 5 - PRE-BID CONFERENCE.....	2
ARTICLE 6 -INTERPRETATIONS AND ADDENDA	2
ARTICLE 7 - BID SECURITY	2
ARTICLE 8 - PREPARATION OF BID.....	2
ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS.....	3
ARTICLE 10 - SUBMITTAL OF BID.....	3
ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID	3
ARTICLE 12 - OPENING OF BIDS.....	3
ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	3
ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT.....	3
ARTICLE 15 - CONTRACT SECURITY AND INSURANCE.....	4
ARTICLE 16 - SIGNING OF CONTRACT	4

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract Documents. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

B. *Owner* – City of Eastpointe
Mariah Walton, City Manager
23200 Gratiot Avenue
Eastpointe, Michigan 48021
(586) 445-3661

C. *Engineer* - Anderson, Eckstein & Westrick, Inc.
R. Ryan Kern, PE
51301 Schoenehr Road
Shelby Township, Michigan 48315
(586) 726-1234

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the non-refundable fee, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data; previous experience, present commitments, and such other data as may be called for below.

A. An itemized list of the Bidder's equipment available for use on the proposed Contract.

B. A list of Bidder's key personnel who would be assigned to the Project, including their experience.

Additionally, identify the likely project manager and superintendent responsible for making project decisions.

C. A listing of the major parts of the work which are proposed to be sub-let along with reference information for each subcontractor as described in this section.

D. Such additional information that will enable the Owner to determine whether or not the Bidder is adequately prepared to fulfill the obligations of the Contract.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS AND SERVICE AREA

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. Visit the Site Service Area and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Promptly give Owner or Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

E. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner or Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner or Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A Pre-Bid conference, if any, will be held at the time, date, and place stated in the advertisement. Representatives of Owner and Engineer will be present to discuss the Project. Attendance may be mandatory as stated in the advertisement. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - INTERPRETATIONS AND ADDENDA

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, delivered, or sent via facsimile or e-mail to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 7 - BID SECURITY

7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached).

7.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within **10** days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement **or the period of days after the Bid opening, as**

stated in the advertisement, whereupon Bid security furnished by such Bidders will be returned.

ARTICLE 8 – PREPARATION OF BID

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

8.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.

8.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

8.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

8.06 A Bid by an individual shall show the Bidder's name and official address.

8.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

8.08 All names shall be typed or printed in ink below the signatures.

8.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

8.10 The address and telephone number for communications regarding the Bid shall be shown.

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

9.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

9.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents.

ARTICLE 10 - SUBMITTAL OF BID

10.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.

10.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, City bid number (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "SOLID WASTE BID ENCLOSED." A mailed Bid shall be addressed to the Owner's office as identified in the Advertisement or Invitation for Bids and must arrive at the Owner's office by the time and date specified for the opening of bids.

ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

11.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

11.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 12 - OPENING OF BIDS

12.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 14 - EVALUATION OF BIDS AND AWARD OF CONTRACT

14.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

14.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

14.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

14.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. The Owner may consider the following as sufficient cause for disqualification of a Bidder:

- A. Evidence of collusion among Bidders, or;
- B. Lack of competency as revealed by financial experience, equipment statements, and/or failure to conform to the specifications of a previous contract, or;
- C. Lack of responsibility as shown by past work, from the standpoint of workmanship and progress, or;
- D. Being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract.

14.06 The City of Eastpointe reserves the right to accept any bid, reject any or all bids, or to waive irregularities in any bid in the best interest of the City.

ARTICLE 15 - CONTRACT SECURITY AND INSURANCE

15.01 The Contract Documents set forth Owner's requirements as to performance bonds and insurance. When the Successful Bidder delivers the executed Contract to Owner, it shall be accompanied by such bonds and insurances.

ARTICLE 16 - SIGNING OF CONTRACT

16.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE, MACOMB COUNTY

TABLE OF ARTICLES

	<u>Page</u>
ARTICLE 1 – DEFINED TERMS.....	2
ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS	2
ARTICLE 3 - BIDDER'S REPRESENTATIONS	2
ARTICLE 4 - BASIS OF PROPOSAL	3 - 10
ARTICLE 5 – ATTACHMENTS TO THIS PROPOSAL	11
ARTICLE 6 – PROPOSAL SUBMITTAL	11 and 12

ARTICLE 1 – PROPOSAL RECIPIENT

1.01 This Proposal is submitted to:

**City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021**

1.02 The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an Contract with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Proposal security.

2.02 This Proposal will remain subject to acceptance for 90 days after the Proposal opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Proposal, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____

- B. Bidder has visited the Collection Area and become familiar with and is satisfied as to the conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- E. Bidder will submit written evidence of its authority to do business in the State of Michigan with the Proposal.
- F. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation;
- G. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal;
- H. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- I. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner, and
- J. Bidders acknowledge that Owner retains the unrestricted right not to accept any proposal, reject any or all proposals, and to waive any proposal irregularities in the best interest of the Owner.

ARTICLE 4 - BASIS OF PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE

4.01 Bidder will complete Work in accordance with the Contract Documents for the following price(s):

1. Base Bid

Weekly Collection, **Standard** (Mixed Waste via Resident Supplied Containers or Bags)

a. Single Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	52	\$ _____
2	1	x	\$ _____	x	52	\$ _____
3	1	x	\$ _____	x	52	\$ _____
4	1	x	\$ _____	x	52	\$ _____
5	1	x	\$ _____	x	52	\$ _____
Base Bid Item 1a Total (Year 1 Through 5)						\$ _____

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	52	\$ _____
7	1	x	\$ _____	x	52	\$ _____
8	1	x	\$ _____	x	52	\$ _____
9	1	x	\$ _____	x	52	\$ _____
10	1	x	\$ _____	x	52	\$ _____
Base Bid Item 1a Total (Year 6 Through 10)						\$ _____

b. Multi-Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	52	\$ _____
2	1	x	\$ _____	x	52	\$ _____
3	1	x	\$ _____	x	52	\$ _____
4	1	x	\$ _____	x	52	\$ _____
5	1	x	\$ _____	x	52	\$ _____
Base Bid Item 1b Total (Year 1 Through 5)						\$ _____

ARTICLE 4 - BASIS OF PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	52	\$ _____
7	1	x	\$ _____	x	52	\$ _____
8	1	x	\$ _____	x	52	\$ _____
9	1	x	\$ _____	x	52	\$ _____
10	1	x	\$ _____	x	52	\$ _____
Base Bid Item 1b Total (Year 6 Through 10)						\$ _____

2. Alternate Bid

Weekly Collection, Cart System, Mixed Waste

a. Single Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	52	\$ _____
2	1	x	\$ _____	x	52	\$ _____
3	1	x	\$ _____	x	52	\$ _____
4	1	x	\$ _____	x	52	\$ _____
5	1	x	\$ _____	x	52	\$ _____
Alternate Bid Item 2a Total (Year 1 Through 5)						\$ _____

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	52	\$ _____
7	1	x	\$ _____	x	52	\$ _____
8	1	x	\$ _____	x	52	\$ _____
9	1	x	\$ _____	x	52	\$ _____
10	1	x	\$ _____	x	52	\$ _____
Alternate Bid Item 2a Total (Year 6 Through 10)						\$ _____

ARTICLE 4 - BASIS OF PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE

b. Multi-Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	52	\$ _____
2	1	x	\$ _____	x	52	\$ _____
3	1	x	\$ _____	x	52	\$ _____
4	1	x	\$ _____	x	52	\$ _____
5	1	x	\$ _____	x	52	\$ _____
Alternate Bid Item 2b Total (Year 1 Through 5)						\$ _____

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	52	\$ _____
7	1	x	\$ _____	x	52	\$ _____
8	1	x	\$ _____	x	52	\$ _____
9	1	x	\$ _____	x	52	\$ _____
10	1	x	\$ _____	x	52	\$ _____
Alternate Bid Item 2b Total (Year 6 Through 10)						\$ _____

3. Recyclables, Standard

Weekly Collection and Disposal

a. Single Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	52	\$ _____
2	1	x	\$ _____	x	52	\$ _____
3	1	x	\$ _____	x	52	\$ _____
4	1	x	\$ _____	x	52	\$ _____
5	1	x	\$ _____	x	52	\$ _____
Item 3a Total (Year 1 Through 5)						\$ _____

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	52	\$ _____
7	1	x	\$ _____	x	52	\$ _____
8	1	x	\$ _____	x	52	\$ _____

ARTICLE 4 - BASIS OF PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE

9	1	x	\$ _____	x	52	\$ _____
10	1	x	\$ _____	x	52	\$ _____
Item 3a Total (Year 6 Through 10)						\$ _____

ARTICLE 4 - BASIS OF PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE

b. Multi-Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	52	\$ _____
2	1	x	\$ _____	x	52	\$ _____
3	1	x	\$ _____	x	52	\$ _____
4	1	x	\$ _____	x	52	\$ _____
5	1	x	\$ _____	x	52	\$ _____
Item 3b Total (Year 1 Through 5)						\$ _____

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	52	\$ _____
7	1	x	\$ _____	x	52	\$ _____
8	1	x	\$ _____	x	52	\$ _____
9	1	x	\$ _____	x	52	\$ _____
10	1	x	\$ _____	x	52	\$ _____
Item 3b Total (Year 6 Through 10)						\$ _____

4. Recyclables, Cart System

Weekly Collection and Disposal

a. Single Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	52	\$ _____
2	1	x	\$ _____	x	52	\$ _____
3	1	x	\$ _____	x	52	\$ _____
4	1	x	\$ _____	x	52	\$ _____
5	1	x	\$ _____	x	52	\$ _____
Item 4a Total (Year 1 Through 5)						\$ _____

ARTICLE 4 - BASIS OF PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	52	\$ _____
7	1	x	\$ _____	x	52	\$ _____
8	1	x	\$ _____	x	52	\$ _____
9	1	x	\$ _____	x	52	\$ _____
10	1	x	\$ _____	x	52	\$ _____
Item 4a Total (Year 6 Through 10)						\$ _____

b. Multi-Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	52	\$ _____
2	1	x	\$ _____	x	52	\$ _____
3	1	x	\$ _____	x	52	\$ _____
4	1	x	\$ _____	x	52	\$ _____
5	1	x	\$ _____	x	52	\$ _____
Item 4b Total (Year 1 Through 5)						\$ _____

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	52	\$ _____
7	1	x	\$ _____	x	52	\$ _____
8	1	x	\$ _____	x	52	\$ _____
9	1	x	\$ _____	x	52	\$ _____
10	1	x	\$ _____	x	52	\$ _____
Item 4b Total (Year 6 Through 10)						\$ _____

ARTICLE 4 - BASIS OF PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE

5. Recyclables, Cart System

Bi-Weekly Collection and Disposal

a. Single Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	26	\$ _____
2	1	x	\$ _____	x	26	\$ _____
3	1	x	\$ _____	x	26	\$ _____
4	1	x	\$ _____	x	26	\$ _____
5	1	x	\$ _____	x	26	\$ _____
Item 5a Total (Year 1 Through 5)						\$ _____

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	26	\$ _____
7	1	x	\$ _____	x	26	\$ _____
8	1	x	\$ _____	x	26	\$ _____
9	1	x	\$ _____	x	26	\$ _____
10	1	x	\$ _____	x	26	\$ _____
Item 5a Total (Year 6 Through 10)						\$ _____

b. Multi-Family

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	26	\$ _____
2	1	x	\$ _____	x	26	\$ _____
3	1	x	\$ _____	x	26	\$ _____
4	1	x	\$ _____	x	26	\$ _____
5	1	x	\$ _____	x	26	\$ _____
Item 5b Total (Year 1 Through 5)						\$ _____

ARTICLE 4 - BASIS OF PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	26	\$ _____
7	1	x	\$ _____	x	26	\$ _____
8	1	x	\$ _____	x	26	\$ _____
9	1	x	\$ _____	x	26	\$ _____
10	1	x	\$ _____	x	26	\$ _____
Item 5b Total (Year 6 Through 10)						\$ _____

6. Yard Waste, Single Family, Collection and Disposal

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	1	x	\$ _____	x	52	\$ _____
2	1	x	\$ _____	x	52	\$ _____
3	1	x	\$ _____	x	52	\$ _____
4	1	x	\$ _____	x	52	\$ _____
5	1	x	\$ _____	x	52	\$ _____
Item 6 Total (Year 1 Through 5)						\$ _____

<u>Year</u>	<u>Fixed Fee per Week</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	1	x	\$ _____	x	52	\$ _____
7	1	x	\$ _____	x	52	\$ _____
8	1	x	\$ _____	x	52	\$ _____
9	1	x	\$ _____	x	52	\$ _____
10	1	x	\$ _____	x	52	\$ _____
Item 6 Total (Year 6 Through 10)						\$ _____

7. Doorside Pickup, Mixed Waste

<u>Year</u>	<u>Units</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
1	36	x	\$ _____	x	52	\$ _____
2	36	x	\$ _____	x	52	\$ _____
3	36	x	\$ _____	x	52	\$ _____
4	36	x	\$ _____	x	52	\$ _____
5	36	x	\$ _____	x	52	\$ _____

ARTICLE 4 - BASIS OF PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF EASTPOINTE

Item 7 Total (Year 1 Through 5) \$ _____

<u>Year</u>	<u>Units</u>		<u>Rate (Weekly)</u>		<u>Weeks</u>	<u>Amount</u>
6	36	x	\$ _____	x	52	\$ _____
7	36	x	\$ _____	x	52	\$ _____
8	36	x	\$ _____	x	52	\$ _____
9	36	x	\$ _____	x	52	\$ _____
10	36	x	\$ _____	x	52	\$ _____

Item 7 Total (Year 6 Through 10) \$ _____

8. Household Hazardous Waste Event

<u>Year</u>	<u>Units</u>		<u>Amount</u>
1	1	x	\$ _____
2	1	x	\$ _____
3	1	x	\$ _____
4	1	x	\$ _____
5	1	x	\$ _____

Item 8 Total (Year 1 Through 5) \$ _____

<u>Year</u>	<u>Units</u>		<u>Amount</u>
6	1	x	\$ _____
7	1	x	\$ _____
8	1	x	\$ _____
9	1	x	\$ _____
10	1	x	\$ _____

Item 8 Total (Year 6 Through 10) \$ _____

ARTICLE 5 – ATTACHMENTS TO THIS PROPOSAL

5.01 The following documents are attached to and made a condition of this Proposal:

- A. Written evidence that the Bidder has the authority to do business in the State of Michigan.
- B. Non-Collusion Affidavit.
- C. Agreement, contracts, and site location for mixed waste disposal (landfill, incinerator, or transfer station).
- D. Agreement, contracts, and site location of recyclable materials.
- E. Agreement, contracts, and site location for disposal of compost materials.
- F. Public education materials for recycling.
- G. References and contact information for similar contracts performed within the past 10 years.
- H. Existing equipment/vehicles intended for use in executing the work including make, model, and age of equipment.
- I. New equipment needed for use in executing the work, including the make and model.
- J. Violation records, past and on-going, for environmental, safety, health, price fixing, anti-trust, and fraud.

ARTICLE 6 – PROPOSAL SUBMITTAL

This Proposal submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in Michigan is ____/____/____.

Bidder's Business Address: _____

Phone: _____ Fascimile: _____

SUBMITTED on _____, 20____.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021

BID

Bid Due Date:

Description (*Project Name— Include Location*):

Solid Waste Collection and Disposal Program
City of Eastpointe
AEW Project No. 0145-0682

BOND

Bond Number:

Date:

Penal sum _____

\$ _____

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GENERAL SPECIFICATIONS

SECTION 1 DEFINITIONS

Whenever referred to in the Contract documents, the terms listed below will have the meanings indicated.

Building Refuse: Waste materials from the demolition, construction, remodeling of residents and other buildings. Contractor is not required to collect and haul said refuse in that it is the owner/occupant's responsibility to dispose of said building refuse.

Bulk Items: Large pieces of furniture, bed springs, mattresses, appliances including stoves, refrigerators, washing machines, dryers, etc. and sometimes referred to as "white goods" and other discarded materials incidental to the usual major routine of housekeeping.

Cart: Carts shall be 96 gallon capacity for mixed waste 64 gallon capacity for recyclables.

City: The word governmental entity, including its officers, employees and agents, representing the area of the City of Eastpointe.

City Manager: The duly appointed City Manager of the City of Eastpointe, or a duly authorized and designated representative.

Commingled Recyclables: A collection of recyclable materials placed in a single, approved container for collection at curbside.

Contractor: Shall mean a private individual, firm, partnership, or corporation collecting, hauling, and disposing of municipal solid waste, recyclables and composting pursuant to a duly authorized and executed contract with the City to provide such services.

Contractor's Superintendent: The Contractor's qualified, designated individual providing supervision to the Field Supervisor the field operations.

County: The word "COUNTY" is the governmental entity representing the incorporated area of the County of Macomb, State of Michigan.

Curbside: The designated physical location for the placement of solid waste accumulations intended for residential service collection and disposal. This designated location shall be as near as possible to the traveled streets. The intention of a curbside designation is to allow collection by the Contractor's personnel in a rapid manner with walking or reaching requirements minimized. Containers shall be no more than 32 gallons and not weigh in excess of 60 pounds unless the City elects to utilize a City-wide cart

system method of collection.

Designated Coordinator: The individual designated by the City to administer this Contract. This person is authorized to make minor adjustments in quantities. For the City of Eastpointe, this person is the Director of Public Works and Service.

E-waste: Discarded computers, electronic equipment, entertainment device electronics, mobile phones, etc., which are destined for disposal or recycling.

Field Supervisor: The Contractor's employee responsible for overseeing the collection of solid waste.

Garbage: All waste material of animal, fish, fowl, fruit or vegetable matter incidental to the use and storage of food for human consumption.

Hazardous Household Waste (HHW): Any household waste material customarily generated by a residential dwelling unit that may be described as ignitable, reactive, corrosive or toxic, or other such materials as defined by the Michigan Department of Natural Resources Hazardous Waste Management Act (Act 64 of 1979, as amended), including both wet and dry cell batteries.

Industrial Refuse: Shall mean waste material resulting from commercial, manufacturing or industrial operations and is not included in Mixed Waste.

Landfill: Shall mean any solid waste land disposal area for which a permit, other than a general permit, is required by and has been issued under Public Act 641 of 1978, State of Michigan as amended, and Public Act 451 of 1994, that receives solid waste for disposal in or upon land.

Large Brush: Pieces of brush longer than 4 feet in length and no greater than 4 inches in diameter generated by non-commercial removal from single-family residential property.

Mixed Waste: A mixture of garbage, rubbish and bulk items.

Multi-Family Residence: Shall mean the grouping together of more than two (2) residential units under a common roof.

Recyclables: Shall mean materials such as newspapers, metal cans, glass, plastics, aluminum and other materials as both parties may agree in writing, and can be reused by an industry.

RRF: Resource Recovery Facility.

Rubbish: Shall mean solid waste materials resulting from house maintenance and cleaning which can include but not limited to packing boxes, paper materials, floor

sweepings, wood, leather, ashes, rags and other items, all of which are included in the term "Mixed Waste".

Separated Recyclables: Shall mean a collection of recyclables such as newspaper, glass, plastics and/or metals which are sorted separately into bins or carts by the resident for collection at curbside.

Single Family: A single, residential structure housing one or two families.

Solid Waste: Shall mean all types of solid wastes and not be specific as to potential for recycling nor eligibility of going into a Type II Landfill.

Surety: The document provided by the contractor to insure performance of the Contract and Performance Bond.

Transfer Station: Transfer Station is that facility of the South Macomb Disposal Authority located at 28315 Groesbeck, Roseville, Michigan.

Yard Waste: Material, resulting from maintaining the landscaping of a home which includes but not limited to grass, weeds, shrub clippings, leaves, and tree trimmings (four inches or less in diameter) no longer than four (4) feet in length and tied in bundles not to exceed sixty (60) pounds.

SECTION 2 SERVICES

A. SCOPE OF WORK

The City will award the contract based upon services offered for the first five (5) years of the contract. The City may elect to extend the contract for an additional five (5) years at the rates provided in the proposal. The City will provide the Contractor with a written notice of its intent to extend the contract, at least six (6) months prior to expiration of the initial contract. Failure of notice will be deemed as the Owner's intent to not extend the contract.

The work under this contract shall consist of collection and disposal of mixed waste, recyclables, and yard waste which is generated by single-family residences, multi-family residences within the City of Eastpointe.

The City may elect to award a single contract for all services or separate contracts for Mixed Waste, Recyclables, and Yard Waste in the best interest of the City.

A fuel adjustment factor will not be allowed for years 1 through 5, nor the optional 5-year contract extension (years 6 through 10).

B. MIXED WASTE COLLECTION

Mixed waste collection will form the core of the services provided under this contract. This service will consist of weekly collection of all mixed refuse, including Christmas trees, put out for collection by single-family residences, multi-family units.

Throughout the life of the Contract, it is anticipated that the amount of material collected in the form of mixed waste will diminish as a result of the recycling program and the collection of yard waste.

This portion of the Contract will be bid on the basis of providing weekly collection with the Contractor taking title to the mixed waste upon pick-up.

For **Standard** pick-up operations, garbage shall be collected from all containers presently in use and in all forms presently used including cardboard boxes, paper bags, plastic bags, uncovered containers, and small quantities of unbundled refuse materials. Cardboard boxes and paper bags shall be collected along with their contents as refuse.

For **Cart-System** pick-up operations, mixed waste shall be collected at the curbside from 96 gallon containers supplied by the Contractor.

Bulk item collection and disposal is not a separate unit rate item and is to be included in the unit rates for collection and disposal of mixed waste. The Contractor shall collect and disposal of all bulk items from all single family and multi-family residential units on a weekly basis on the same day of the week as the regularly scheduled pickup.

The Contractor is responsible to remove and properly dispose the coolant materials. The cost for removal and disposal of the coolant materials is to be included in the unit rate for collection and disposal of mixed waste.

C. MIXED WASTE, HAULING AND DISPOSAL

This portion of the contract consists of the hauling and disposal of all mixed waste materials, including City dumpsters, to a site of the Contractor's choosing. The Contractor shall include the cost for hauling and disposal for all mixed waste collected within the City into the fixed fee for mixed waste collection.

The Contractor shall identify the primary and secondary disposal locations along with written documentation that the disposal sites have adequate capacity and will accept the waste for the term of the contract.

D. RECYCLABLE MATERIALS, COLLECTION AND DISPOSAL

The collection, transportation, and disposal of recyclable materials generated by single-family residences, multi-family units, and commercial businesses shall occur on the same day as the regularly scheduled pick-up of the mixed waste. Contractor takes title to recyclables upon pickup.

The City may elect to award the recycling program separately from the Mixed Waste, Collection, and Disposal Contract.

The curbside recycling program shall include paper (newspaper, cardboard, telephone books, and magazines), glass containers, metal containers (tin and aluminum), plastics (Nos. 1 – 7), and such other materials as agreed upon by the City and the Contractor. All collected recyclable materials shall be delivered to a RRF for processing.

For **Standard** collection and disposal operations, recyclable materials shall be collected on a once-a-week basis from 18-gallon bins to be provided by the Contractor to each location. The bins must be green in color and have "City of Eastpointe" imprinted on them.

Based upon available data, Eastpointe's current recycling program generates approximately 2,000 tons of recycling materials annually.

For **Cart-System** collection and disposal operations, recyclable materials will be collected from Contractor supplied 64-gallon carts. The proposal contains provisions for Cart-System collection of recyclables on a weekly or a bi-weekly basis and would be collected from existing carts presently in use by residents, green in color, with "City of Eastpointe" imprinted on them.

The cost for collection and disposal of recyclable materials, including disposal fees to an acceptable RRF, shall be included in the unit cost for "Recyclable Materials, Collection and Disposal".

E. YARD WASTE, SINGLE FAMILY, COLLECTION AND DISPOSAL

Once a week collection, transportation, and disposal of yard waste placed at curbside by single-family residences with disposal of the material in accordance with Public Act 451. There shall be no limitation on the number of containers that residents may place at the curb.

Yard waste will be placed in paper bags, or containers clearly marked as yard waste. The Contractor shall supply yard waste stickers to the City for distribution to its residents. The stickers shall be supplied at no cost to the City.

Yard waste may be collected separately but collection must occur on the same day as the regularly scheduled pick-up of the mixed waste. Contractor takes title of the yard waste upon pickup.

The cost for collection and disposal of yard waste materials, including disposal fees to an acceptable composting site or facility, shall be included in the unit cost for "Yard Waste, Single Family, Collection and Disposal".

Yard waste collection and disposal shall occur once a week from April 1 through the second Friday in December.

F. CART SYSTEM CONTAINERS/CONTRACTOR PROVIDED

Should the City elect to award the Contract based upon the Cart System method of collection for Mixed Waste and Recyclables, the **Contractor** shall collect solid waste and recyclables from the existing carts presently in use by residents regardless of the color of the bin or company name on the bin.

The Contractor will be responsible for delivering carts to new customers throughout the duration of this contract and make repairs to damaged carts at no additional cost to the City throughout the duration of the contract. Additionally, the Contractor shall provide storage for up to 500 carts for distribution to City residents and repair parts for repairs performed by the Contractor.

The carts must be compatible with standard American semi-automated lifters (ANSI type B) and automated arm lifters (ANSI type G) and must meet the most current requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 for "Type B/G Containers" All containers shall be manufactured utilizing the injection molding process. Blow molded and rotational molded products shall be deemed unacceptable.

Plastic resin for the cart body and lid shall be high-density polyethylene supplied by a national petrochemical producer. Low or medium-density polyethylene will be deemed unacceptable. The bidder must submit a technical data sheet from the resin producer. Resin must be enhanced with color pigment and UV inhibitor that is formulated to prevent color fading and ultraviolet damage for 10 years. Additives must be uniformly distributed throughout the container.

The container must be in green in color. The interior surface must be smooth and free from obstructions that would cause material to become trapped. The container must have a minimum wall thickness of 0.175" throughout the body of the container. The container must have a minimum wall thickness of 0.185" for the bottom of the container.

Container shall be stable whether empty or loaded while in the upright position.

All containers must be designed to withstand winds at a minimum of 45 mph from all directions when empty. The container must be designed with two integrally molded wear ridges on the container bottom to protect the bottom from abrasion wear through. Add on pads which require attention and replacement are not acceptable.

The lid shall be domed shaped and will be of one piece construction overlapping the body to prevent rain water from entering the body of the cart. The lid must open 270 degrees to rest on the rear of the container without adding stress to the container body or lid and shall be attached to the container body by two (2) attachment points using two (2) internal lid pins. Lids shall be pre-assembled at the factory prior to shipment.

The upper attachment point at the lift system must be molded into the body of the container.

The cart will be fitted with a freely rotating, corrosion impervious lower catch bar. This bar must be a $\frac{3}{4}$ " minimum diameter and either of protruded composite material or of metal and should have a one way mounting feature. Molded in plastic catch bars are not acceptable.

All containers must be equipped with handles that are a minimum of 1" in diameter and molded as part of the container body. Handle or handle mounts that are bolted onto the container body are unacceptable.

Wheels shall be a minimum of 10" in diameter and shall be of a snap-lock, rust-proof design and attached without the use of pal nuts, end-caps or any extraneous parts or tools. The wheel shall have a spacer incorporated onto the hub to minimize components.

The axle must be a minimum of 5/8" (64-gallon) or 0.844" (96-gallon) diameter, steel construction, plated to protect against corrosion and must be mounted through a minimum of two integrally molded journals in the cart body. Axles shall not be exposed to the internal cart body.

Each container shall have a serial number hot-stamped on the front face or side of the container below the top rim.

The container shall be hot stamped on the two sides with the name "City of Eastpointe". The City logo is not required. The lid shall be hot stamped with either "Waste Only" or "Recycle Only".

The outside, top of the lid must contain a permanent, black and white, in-molded instruction label. The image shall not fade, discolor, or disfigure, and shall not peel or wear off under normal use. The label shall carry a 10 year warranty and must

be a minimum of 8.5" x 12.0".

The cart supplier must warrant the refuse carts from functional failure due to defects in plastic materials or faulty workmanship or insufficient resistance to weathering while in normal use for a period of ten (10) years (120 months) from the date of shipment from the manufacturing facility to any purchaser.

For purposes of this warranty, "normal use" of a cart is considered to be the collection of residential solid waste in conjunction with any semi-automated or fully automated mechanical lifting device manufactured to ANSI Z245.60-2008-2008 and/or ANSI Z245.30-2008-2008.

The wheeled carts will have hinged lids with no company logo, and in the following sizes:

Mixed Waste:	96 gallon
Recyclables:	64 gallon

The cost to provide carts for either or both the Mixed Waste and Recyclable cart system operations shall be spread over each of the five (5) contract years for the alternate bid "Weekly Collection, Cart System" (96 gallon cart) and "Recyclables, Cart System" (64 gallon cart, Contractor supplied). The carts will become the property of the homeowner after completion of the five (5) year contract.

G. DOORSIDE PICKUP

The City provides for door side pickup of mixed waste for those households where the resident(s) are handicapped or no one living in the residence is physically able to place their containers at the end of their driveway. The City will verify if the property is eligible for door side pickup. Currently, the City has 36 locations that require this pickup. A cost per location shall be provided on the bid form for this service.

H. HOUSEHOLD HAZARDOUS WASTE EVENTS

The City requests a cost to consider holding an annual household hazardous waste collection day. The event would take place once a year and the date would be coordinated between the City and the Contractor. The event would take place at a location within the City of Eastpointe at the City's choosing would be over a four (4) hour period. Items that would be accepted as part of this event and would require proper disposal by the Contractor includes:

- Household paints, stains, dyes
- Floor care items, furniture polish, bathroom cleaners
- Lawn and garden chemicals, pesticides, fertilizers

- Antifreeze, motor oil, gasoline
- Automotive batteries, dry cell batteries, propane tanks
- Old electronics including computers, monitors, printers, scanners, televisions, telephones, cell phones and fax machines
- Mercury containing thermometers, thermostats and elemental mercury
- Fluorescent light bulbs (standard and compact)
- Smoke detectors and fire extinguishers
- Pharmaceutical waste (Non -controlled Substances only)

I. SERVICE CUSTOMER DISTRICT

The Contractor, for the Solid Waste Collection and Disposal Program, shall provide service to all single-family residences and multi-family units with residential solid waste. The current service customers within the City of Eastpointe are comprised of the following:

Single and Two-Family Residences:	12,733
Multi-Family, Units at 40 Locations	365
City Dumpster Sites	13
Mixed Waste Tonnage for 2022	11,750

The number of single-family and two-family residences is expected to fluctuate within one (1) percent of the current number of locations during the period of this contract.

SECTION 3 OTHER SERVICES REQUIRED

The Contractor shall provide the following additional services

A. CITY DUMPSTER, COLLECTION AND DISPOSAL

The Contractor shall provide complimentary dumpsters to all of the City buildings and facilities now or hereafter placed into service, during the term of the Contract and any extensions thereof, and shall remain responsible for the ongoing maintenance of the dumpsters. Dumpsters shall be kept in good and safe condition at all times, freshly painted with the Contractor's name and logo on each.

The site locations, dumpster size, and frequency of pickup are outlined below:

<u>Site Location</u>	<u>Dumpster Size</u>	<u>Pick-ups(Per Week)</u>
City Hall	8 cy	1
Fire Department	4 cy	1
Public Works	8 cy	1

Kennedy Park	8 cy (2 in summer months)	1
Memorial Park	8 cy (2 in summer months)	1
Police Department	8 cy	1
Library	4 cy	1
Spindler Park	8 cy	1
DPW/Yard Waste	2 @ 30 cy	As Needed
DPW/Street Sweeping Waste	20 cy	As Needed

Total 11 Dumpsters (13 Dumpsters in Summer months)

During the period of May 15 through September 30 of each year, a second eight (8) cubic yard dumpster shall be provided at Kennedy Park and Spindler Park and picked up weekly.

A manifest will be required for the Street Sweeping waste disposal and provided to the City

The cost for City Dumpster Collection shall be included in the cost for the base bid and alternate bid for weekly collection of single-family mixed waste and shall be spread evenly over the 52 weeks.

SECTION 4 ADMINISTRATIVE SPECIFICATIONS

A. SCHEDULING

The collection and disposal services for the City of Eastpointe Solid Waste Collection and Disposal program, shall commence on July 1, 2023.

The Contractor shall follow the collection schedule currently in use. A map is included in the proposal defining the service area and associated collection day.

Changes in the route collection days must be mutually agreed upon by both parties prior to implementation. All costs involved with implementation, including public notification, shall be borne by the Contractor.

B. CONTRACTOR'S COMPENSATION

The Contractor will invoice the City of Eastpointe on a monthly basis in accordance with the fixed rates contained in the proposal and as outlined in the Contract. The City shall pay the Contractor for the proper performance of the services within forty (45) days of receipt of the invoice.

C. TAXES

The Contractor shall pay all federal, state, and local taxes including property taxes, sales taxes, social security taxes, income taxes, etc., which may be chargeable against the labor, materials, equipment, real estate, or any other items necessary in the performance of the contract.

D. EMPLOYEE COMPENSATION

The City of Eastpointe shall not enter into any service contract with any Contractor who does not demonstrate that it pays its work force a Living Wage as defined in the Codified Ordinances of the City of Eastpointe Chapter 213, Ordinance No. 901. (See attachment: Ordinance #901).

The Contractor shall certify that the Contractor is following the Living Wage Ordinance.

The Living Wage Rate is presently \$13.25/hr with health care benefits and \$16.56/hr if the employee does not receive health care benefits. This figure is calculated every February by the Federal Government and is released by the City of Eastpointe in late February or March.

E. DISPOSAL SITE

The Contractor, having taken title to the waste, shall dispose of the mixed waste, yard waste, and the recyclable materials at any approved disposal site in accordance with state laws and Public Act 451.

The Contractor shall secure any and all permits, licenses, privileges, or rights of any nature whatsoever necessary for the collection and disposal of waste material from the appropriate governmental agencies. The Contractor shall abide by all rules and regulations that are imposed by any authorized agency or unit of government.

The Contractor shall also be responsible for paying all disposal fees and other financial obligations for the collection and disposal of all recyclable and yard waste materials to an approved disposal site.

The Contractor shall make all arrangements necessary for any short-term storage of all waste materials collected. Disposal sites used must operate in accordance with Act 451, and any regulations promulgated pursuant thereto. Each Bidder shall provide the City with the operating license of each of the disposal site(s) to be utilized prior to the award of the Contract. In the event it becomes necessary for the Contractor to change the disposal site(s) during the term of the Contract, the Contractor shall notify the City, in writing, of said change and submit documents

verifying that the site(s) meet the requirements of ACT 451. A copy of the facility's license shall be submitted to the City upon demand, without delay.

F. BONDS AND INSURANCES

1. **Owner's and Contractor's Protective Liability**

The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability and Insurance in the name of the City, in an amount not less than \$2,000,000 per occurrence; and \$2,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof; in an amount not less than \$2,000,000 on account of each occurrence. This insurance shall be in an insurance company acceptable to the City. During the term of the contract the liability limits for owners and Contractor's protective liability may be increased or decreased within the reasonable discretion of the City.

2. **Worker's Compensation**

The Contractor shall procure and maintain during the life of this Contract, statutory Michigan Worker's Compensation and \$100,000 Employers Liability Insurance for all employees employed at or in the vicinity of the Contractor's property, on any property used in connection with the Contractor's operation or in carrying out any work related to this Contract. This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be in an insurance company acceptable to the City.

The Contractor shall furnish to the City an ACORD Certificate of this insurance evidencing the foregoing and which shall provide for thirty (30) days advance written notice to the City in the vent of cancellation.

3. **Liability Insurance**

An ACORD certificate of insurance or its equivalent shall be furnished to the City evidencing insurance in force for the duration of and applicable to this contract in an insurance company acceptable to the City with these minimums. Insurance limits may be increased or decreased within the reasonable discretion of the City. Insurance provided, including any reinsurance, shall be through best A rated companies.

a. General Liability (affording coverage not less than ISO and Commercial General Liability coverage form):

(1) Check mark indicating occurrence as opposed to claims

made form.

- (2) Limits of Liability: \$2,000,000 each occurrence; \$2,000,000 general and products-completed operations aggregates. Personal Injury: \$2,000,000 aggregate.

b. Automobile Liability

- (1) Check mark indicating coverage as to any automobile.
- (2) Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverage's are also afforded.
- (3) Limits of Liability: Bodily Injury: \$2,000,000 each person, \$2,000,000 each occurrence; Property Damage: \$500,000 each occurrence. Acceptable alternative: \$2,000,000 combined single limit.

c. Acceptable alternate limits are combinations of primary and excess or umbrella limits to equal not less than those shown in a. and b. above.

d. Description section of ACORD form is to read: The City of Eastpointe is named as additional insured on a primary basis over which any other insurance available to the City shall be excess, and all insurance available to the City shall be evidenced other than Worker's Compensation/Employer's Liability.

e. Thirty (30) days written, advance notice of cancellation is to be furnished to the City of Eastpointe, City Clerk's Office, 23200 Gratiot Avenue, Eastpointe, MI 48021, and all certificates of insurance shall so stipulate.

4. **Environmental Response Act Liability**

A. The Contractor shall procure and maintain during the term of this contract, insurance covering liability which might be asserted against the City under the provisions of the Environmental Response Act, PA 1982 No. 307, MCLA 299.601 et seq, as amended, in connection with the contract or provide written explanation and proof of the unavailability of or Contractors inability to obtain said insurance.

B. Contractor agrees to hold harmless and fully indemnify the City, its employees, agents and consultants from any and all liability,

including damages of any kind or nature, expenses and costs, including professional fees and court costs from any liability under any Environmental Response Act or any other current or future local, state or federal statutes and regulations which might be asserted against the City directly or indirectly in connection with the contract or acts and omissions of the City, their employees, agents, contractors and subcontractors.

5. Certificate and Policies of Insurance

The Contractor agrees that they will file all required policies and certificates of insurance satisfactory to the City with its City Manager simultaneous with, or prior to, the execution of this contract indicating that the insurance required herein has been taken out and is in full force and effect. Further, they will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

6. Subcontractors Bonds and Insurance Requirements

If approval is granted by the City for the Contractor to subcontract any or all of this contract to others, then prior to commencing the subcontract, the Contractor and Subcontractor shall furnish certificates evidencing the same bonds and insurance for the City as required in Section F. Bonds and Insurances.

7. Performance Bond

The Contractor shall, prior to or simultaneously with the execution of the contract, execute and furnish to the City of Eastpointe a bond in the amount of five percent (5%) of the five (5) year contract amount or Five Hundred Thousand Dollars (\$500,000), whichever is less, with corporate surety and to the approval of the City Attorney's conditions (Acts of god, excepted) that the Contractor for the during the period of this contract will faithfully, timely and fully comply with its provisions. The Bonds shall be issued in a surety acceptable to the City, best A rated and licensed to do business in the State of Michigan.

The contract between the awarded bidder (Contractor) and the City shall not be valid or binding against the City of Eastpointe, Michigan until and unless such bond is deposited with the City.

The condition of each bond shall be that the Contractor shall faithfully, timely and fully perform all conditions of the contract and its terms, conditions and requirements.

8. Public convenience and Safety:

The Contractor shall at all times observe the Ordinances of the City of Eastpointe affecting those engaged in the work to be done under this contract; and the Contractor hereby expressly binds itself to indemnify and save the City and its officers, officials and employees harmless from all suits, claims or actions of every manner and description brought against the City for or on account of any injuries or damages received or sustained by any party or parties from the acts, errors, omissions or negligence of the Contractor or their servants or agents including subcontractors in doing the work herein contracted for or by or in consequence of any negligence regarding the same or in any improper materials or equipment used, in its performance or by or on account of any act or omission of the said Contractor or on account of any claims of amounts arising or recovered under the Worker's Compensation Law, provided that, in any such eventuality as above set out, the City shall notify the Contractor in writing of any such suit or claim after it shall have received written notice of such suite or shall have received a petition or summons in connection therewith. This indemnity and hold harmless requirement shall include the payment of all costs and expenses, including reasonable attorneys' fees, incurred by the City, and/or its officers, officials and/or employees, and any and all damages and/or other monies payable.

SECTION 5 – OPERATIONS

A. COLLECTION TRUCKS AND EQUIPMENT

1. The Contractor shall make all collections of solid waste including mixed waste, recyclables and compost in a truck or trucks and shall transport mixed waste to the site designated in the final contract, the recyclables an appropriate facility for handling a specific material, and compost to an approved composting facility.

Trucks shall be neat, clean and well-maintained and Contractor shall add a sufficient number of trucks during peak volume to ensure that all routes are completed on the scheduled day. For this purpose, the Contractor shall provide and maintain during the entire period of this contract a fleet of such collection vehicles and support or backup vehicles sufficient in number and capacity to efficiently perform the work and render the services required of him by this contract. The number and type of vehicles required for the performance of all collection and disposal services shall be submitted and approved by the City prior to award.

2. Sufficient equipment and personnel must be furnished to make complete collection of mixed waste and recyclables from all listed residential units each week within reasonable hours. The vehicles used for mixed collections shall have a completely enclosed, watertight body and shall be properly designed so that the wheel and axle loads with a fully loaded body shall not exceed the schedule of weights allowed by the laws of the County of Macomb and the State of Michigan.
3. Each collection vehicle shall be kept in mechanically safe and sanitary condition at all times and, to insure compliance herewith, the City reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said mechanically safe and sanitary condition.
4. The equipment shall be painted uniformly, must be cleaned regularly and maintained in good condition. Each piece of equipment shall be assigned a number which shall be clearly painted on the side doors of the cab along with the Contractor's name. The Contractor shall not use a name containing "Eastpointe" or other words implying municipal ownership. The equipment shall be cleaned as often as necessary to keep it presentable and reasonably free from objectionable odors.

B. EMPLOYEES

The Contractor shall employ for all parts of the work only competent and trustworthy workers, including reliable supervisors. Should the City at any time give notice in writing to the Contractor or his representative that the work or behavior on the job of any employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper orders, or in any way a detriment to the satisfactory progress of the work, the contractor shall take appropriate action.

The Contractor shall require their employees to be attired in a manner which shall always be as neat and clean as circumstances permit.

Employees shall not trespass or loiter, cross property to adjoining premises or meddle or tamper with property which does not or should not concern them and generally shall in all situations respect private property rights and privacy.

C. CONTRACTOR MAINTENANCE FACILITY

The Contractor shall provide for a storage facility and maintenance facility for all equipment associated with this contract and a location for staging field employees and equipment. The Contractor shall identify the storage and maintenance facility, as well as the staging location in their submitted bid.

D. ADMINISTRATION OF CONTRACT

The Contractor shall provide daily reports to the City of the address of any residences scheduled for pickup whose mixed waste and/or recyclables were not at curbside at the time of scheduled collection.

Complaints of this nature will be referred to the Contractor who shall remedy the faulty condition by twelve o'clock noon the following day, after receipt of such notice. The Contractor will not be required to use a collection unit of the load-packer type, but may use a small pickup truck to make such emergency collection.

E. WASTE CONTAINER CARE AND REPLACEMENT

The Contractor shall exercise all reasonable care and diligence in handling containers. The City will cooperate in requiring residents to provide and maintain suitable containers, and the Contractor must exercise due care in preventing damage thereto and shall replace cans in an erect position with the lids replaced thereon, or adjacent thereto. In the event the Contractor damages a resident's container(s), the Contractor shall be responsible to replace said container(s) with one of equivalent value at Contractor's expense and within 48 hours (excluding Saturday and Sunday). In the event containers damaged by Contractors are not replaced within 48 hours (excluding Saturday and Sunday) the City shall assess the Contractor twenty-five dollars (\$25.00) for the first violation and fifty dollars (\$50.00) for the second and subsequent violations not as a penalty, but as liquidated administrative damages. Delay caused by conditions beyond the reasonable control of the Contractor shall excuse the Contractor from performance within the specific time constraints, but shall not eliminate required compliance within a reasonable time. The DPW/Water Director for Eastpointe shall be the final arbitrator of any disputes regarding the applicability of the penalty provision herein.

F. SCHEDULES AND ROUTES

The Contractor shall agree to continue in effect the routes at the time of the award of this Contract on the same day of the week as shown on the City map. Should the Contractor propose to change route or day of pickup, said changes must be mutually agreed by both parties prior to implementation. All costs involved with implementation including public notification shall be borne by the Contractor.

G. COLLECTION TIME

The collection times for all services required under this contract shall be between the hours of 7:00 a.m. and 7:00 p.m. of the day scheduled for collection. Holiday schedules may require work on a Saturday. No regular collection will be schedule on a Sunday.

H. SUPERVISORY PERSONNEL

Responsibility: The Contractor must provide a superintendent to supervise all work and operations to be performed under this contract. Said individual shall have substantial experience in management and operation of a solid waste collection and recycling system for a similar sized municipality.

Field Supervisor: The Contractor shall have at least one (1) Field Supervisor dedicated to the City collection program whose duties shall be directly related to the efficient, coordinated pickup of solid waste including recyclables in the City. The Field Supervisor shall familiarize himself/herself with all residential dwellings under this contract. He shall have a cell phone available for his use and be available to Eastpointe and make personal contact with City's representative on pick-up days.

I. HOLIDAYS

Collection shall not be scheduled on the following holidays:

New Years Day	Memorial Day	4 th of July
Labor Day	Thanksgiving Day	Christmas Day

When the above holidays fall during the week, the collection schedules are to be moved back one (1) day and Friday's schedule collection will be made on Saturday of that week. This will place all routes back on schedule the following Monday, or other schedule as agreed upon by the parties by August 1 of the prior year the schedule takes effect.

J. OFFICE

The Contractor shall maintain an office for the receipt of service calls and complaints. Such office shall be open and available for such calls Monday through Friday of each week from 8:00 AM to 5:00 PM. Such office shall contain at least two (2) lines with a number local to the City and listed under the name of the Contractor and have the ability to communicate with field personnel. The Contractor shall provide an employee attendant in such office during all hours that such office is required to be open to take care of complaints, orders for special pickup service, or to receive instructions. In the event that collection activities continue later than 4:00 PM on weekdays or at any time on a Saturday, an employee attendant will remain in service until all route collections are completed.

K. COMPLAINTS

All complaints of residents concerning the collection and removal of mixed waste, recyclables, and yard waste received by the City will be logged in a memorandum and communicated to the Contractor's Supervisor for immediate action. The Contractor will provide a monthly report of missed stops and complaints and certify their disposition.

Should a question arise as to whether or not an object or material to be collected falls under the terms of the contract, the Designated Coordinator shall make the final decision.

The Contractor shall arrange to pick up such complaints at the designated location, Monday through Friday, between the hours of 1:00 PM and 3:00 PM, and further agrees that every complaint shall be investigated by the Contractor and where these involve a failure to collect solid waste in compliance with the Contract requirements, shall make the identified collection before twelve o'clock noon of the next calendar day except Sundays and Holidays. There will be no exception to this rule unless the collection schedule has been altered due to holiday or unforeseen circumstances.

L. ALLEYS AND CLOSED STREETS

Service shall not be discounted because of streets which are closed temporarily, due to construction or for other reasons. However, the Contractor will not be required to make collections on private uncertified roads, if in the opinion of the designated coordinator the condition of the road is such as to cause damage to Contractor's equipment, the road surface or to other private property.

M. TAGGING NONCONFORMING CONTAINERS OF SOLID WASTE

If at any time any form of solid waste is not collected because of nonconformance to the City or State requirements, it shall be tagged by the Contractor stating the reason the collection was not made. Tags shall be supplied by the Contractor and also be uniform in nature and highly visible. The City shall be notified of those properties that were tagged for nonconformance and a photo of the tag provided to the Department of Public Works and Service.

N. FIELD RULES AND REGULATIONS

The Contractor, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the City may promulgate from time to time.

1. All solid waste spilled by the Contractor also shall be picked up by the

Contractor in the course of its regularly schedule pickup.

2. Employees must be courteous.
3. Containers and carts must be put back in approximately the place from where they were picked up.
4. Container lids need not be replaced, but must be neatly placed next to containers and not scattered.
5. Rough handling of containers and carts will not be tolerated. Damaged items shall be replaced or repaired by contractor.
6. Collection crews will neither consume narcotic drugs nor drink alcoholic beverages nor accept remuneration of any kind from residents while performing services under this contract.
7. The City expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.
8. Prior to promulgating new rules, the City shall consult with the Contractor.

O. ENFORCEMENT

The Contractor, its employees, agents and subcontractors shall fully cooperate at no additional charge in investigating and enforcing the provisions of this contract and the provisions of any ordinances, resolutions or regulations enacted by the City relating to mixed waste collection, transporting, yard waste, and recycling, including but not limited to making reports, completing inspections and appearing for enforcement actions before counts and tribunals. No additional charge shall be imposed for the performance of these services. For delinquent work, where the City sends work forces to accomplish the work not completed by the contractor, the price for the service plus 50% for overhead shall be deducted from the next invoice by the Contractor.

Note of City of Eastpointe Living Wage Ordinance

As a requirement of the contract between the City of Eastpointe and this Contractor/Grantee, the Contractor/Grantee must pay a Living Wage to all employees.

The 2021 Living Wage is \$13.25/hr. with health care benefits and \$16.56/hr. if the employee does not receive health care benefits.

The City of Eastpointe living wage will be updated annually, based upon the U. S. Department of Health and Human Services Poverty Guidelines, published during the first quarter of the calendar year.

Pursuant to Section 2-572 of the City of Eastpointe Living Wage Ordinance, this notice must be posted in the workplace during the Contract or Grant period.

If an employee of a Contractor or Grantee believes the Contractor or Grantee has failed to comply with the requirements of the ordinance, the employee may file a notice of noncompliance upon:

Mariah Walton
Assistant City Manager
City of Eastpointe
23200 Gratiot Avenue
Eastpointe, MI 48021

City of Eastpointe
November 2021

Note of City of Eastpointe
Living Wage Ordinance

ORDINANCE NO. 901

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF EASTPOINTE IN REGARD BY ADDING A NEW CHAPTER WHICH SHALL BE DESIGNATED AS CHAPTER 213 IN REGARD TO LIVING WAGE REQUIREMENTS.

The City of Eastpointe Ordains:

213.01 PURPOSE.

The purpose of this ordinance is to improve the lives of working people and their families by requiring employers that contract with the City or which receive financial assistance from the City to pay their employees a wage sufficient to meet basic subsistence needs, defined herein as a living wage.

213.02 DEFINITIONS.

For purposes of this section, the following definitions shall apply:

- (a) Contractor. "Contractor" means a person who enters into a contract with the City of Eastpointe.

- (b) Employee. "Employee" means an individual who is employed by another to provide labor in exchange for payment of wages or salary.

- (c) Federal Poverty Level. "Federal Poverty Level" means the official Poverty Level defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index For All Urban Consumers.

- (d) Grant. "Grant" means any financial assistance from the City in the form of any federal, state, or local grant program administered by the City, including but not limited to revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance, that exceeds \$5,000.00 in any 12 month period.

- (e) Grantee. "Grantee" means a person who is the recipient of a Grant.
- (f) Health Care Benefits. "Health Care Benefits" means comprehensive medical coverage fully paid for by the Contractor or Grantee, whether provided on an insured or self-funded basis. Health Care Benefits may include membership in a health maintenance organization (HMO) or similar entity, if the membership or subscription fee is fully paid for by the Contractor or Grantee. Health Care Benefits means medical coverage for the employee and the employee's dependents if the employee is married or otherwise legally responsible for the care of a dependent.
- (g) Living Wage. "Living Wage" means an hourly rate, which on an annual basis (based on forty hours per week, fifty weeks per year) is equivalent to either of the following:
 - (i) One hundred and twenty five percent (125%) of the Federal Poverty Level; or
 - (ii) One hundred percent (100%) of the Federal Poverty Level, if health Care Benefits are provided to the Employee.
- (h) Person. "Person" means firms, joint ventures, partnerships, corporations, clubs and all associations or organizations of natural persons, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.
- (i) Plant Rehabilitation and Industrial Development District Act. "Plant Rehabilitation and Industrial Development District Act" means Public Act 195 of 1974, MCL 207.551 et seq.; MSA 7.800(1) et seq.
- (j) Service Contract. "Service Contract" means any contract with the City of Eastpointe for the provision of services to any City, Department or Agency with a budget under control of the City Council. Service Contract includes subcontracts, but does not include any contract, whether or not a subcontract which:
 - (i) involves only the purchase of goods;
 - (ii) is a Public Works contract defined under Michigan Statutes;
 - (iii) has a value of less than \$5,000.00;

- (iv) involves services provided by high school student interns or college student interns pursuant to a contract with a school district or college;
- (v) involves services provided by persons with disabilities working in employment programs where the employer holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- (vi) is a contract in existence prior to the effective date of this Ordinance through the duration of its terms;
- (vii) is a contract with a school district, other municipalities or other units of government;
- (viii) is a grant project or contract as to which Federal or State Law imposes the obligation to pay prevailing wages;
- (ix) is a grant project or contract as to which Labor Agreements otherwise require the payment of a wage in excess of the living wage;
- (x) involves the employment of high school or college students temporarily employed or enrolled in a student job training program, summer or youth employment program or work study program, for the period of training or employment in the program not exceeding 90 days in any calendar year, except for those services as provided in paragraph (j)(iv) above;
- (xi) a grant project or contract with non-profit contractors or grantees which are recognized by the Internal Revenue Service as tax exempt under Section 501 (c)(3) of the Internal Revenue Code provided that the non-profit employer who employs 5 or fewer employees on a continuous basis. A continuous basis is defined as employing 10 or fewer Employees on each working day in each of 20 or more calendar weeks in the current or preceding year.

213.03 PAYMENT OF LIVING WAGE

The City shall not enter into any service contract with any Contractor or provide any Grant to a Grantee who does not demonstrate that it pays its work force a Living Wage. The Contractor or Grantee shall be required to maintain this rate of pay for the duration of the Contract or Grant period.

213.04 ADJUSTMENTS IN THE FEDERAL POVERTY LEVEL, NOTICE.

The City Manager or his/her designate shall monitor the Federal Poverty Level and shall notify all Contractors or Grantees of any adjustment in the Federal Poverty Level. The City Manager or his/her designate shall require all Contractors and Grantees to annually demonstrate compliance with the requirements contained in Section 213.03. In addition, any Contractor or Grantee who is required to pay its Employees a Living Wage under Section 213.03 shall post a notice of such requirement in the work place during the Contract or Grant period. The notice shall also state that if the Contractor or Grantee has failed to comply with the requirement of Section 213.03, an Employee may file a notice of noncompliance upon the City Manager or his/her designate. All city agencies shall be provided with standard notices which set forth the requirements of this ordinance for inclusion in the solicitation of proposals, bids or applications for city contracts or financial assistance. Agencies shall include said notices in their RFP's, RFQ's, specifications, application materials, notices of funding availability, notices inviting bids or any other solicitations for contracts or notices for applications or other processes related to the application for city financial assistance.

213.05 NOTICE OF NON-COMPLIANCE.

Any Employee of a Contractor or Grantee who believes the Contractor or Grantee has failed to comply with this ordinance shall file a notice with the City Manager or his/her designate, who shall promptly serve it on the Contractor or Grantee. The City Manager or his/her designate shall notify the Contractor or Grantee to submit proof of compliance within thirty (30) days or it shall be grounds for termination of the Contract or Grant. The City Manager or his/her designate shall have sixty (60) days to investigate and remedy the complaint. This ordinance shall not be construed to limit an employee's right to bring legal action for violation of any other minimum compensation or wage and hour law.

213.06 NON-COMPLIANCE.

In the event the City Manager or his/her designate determines the Contractor or Grantee has failed to comply with the provisions of this ordinance, the failure to rectify the non-compliance within thirty (30) days shall be grounds for the termination of a Contract or Grant. A Contractor or Grantee who violates the Living Wage requirement shall pay to each Employee affected the amount of deficiency, for each day the violation continues. Willful violation of this Ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from Contract payments, Grants or financial assistance such amounts as are necessary to effectuate the payments provided in this paragraph.

213.07 LIMITATION ON BID ACCEPTANCE.

The City shall not accept any bids or grant applications or requests for a period of five (5) years from any Contractor or Grantee who has failed on two (2) separate occasions to comply with Section 213.03 during the previous five (5) year period.

213.08 RETALIATION PROHIBITED.

An employer shall not discharge, demote or otherwise discriminate or retaliate against an employee for exercising any rights under this ordinance, including but not limited to the filing of a complaint. Any employer who is found to have violated Section 213.03 shall have its Contract or Grant terminated immediately and such employer shall be barred from bidding on or entering into any contracts with the City or from receiving any financial assistance from the City in the future. The City Manager or his/her designate may order the employer to pay appropriate restitution to the Employee, including back pay and may withhold such amounts from contract or grant payments due the employer as are necessary to make the Employee whole.

213.09 RECORDKEEPING.

Contractors and Grantees shall maintain a listing of the name, address, date of hire, occupation classification, rate of pay and benefits paid for each of their Employees covered by this ordinance and shall submit a copy of the list to the City Manager or his/her designate by June 30 and December 31 of each year covered by the Contract or Grant. Failure to provide this list within five (5) business days of the due date will result in a penalty of \$50 per day; provided, however, that the penalty may be waived by the City Manager or his/her designate for good cause shown. Employers shall maintain payroll records for all Employees and shall preserve them for a period of at least four (4) years. Employers shall permit access to job sites and relevant payroll records for authorized city representatives for the purpose of monitoring compliance with this ordinance, investigating Employee complaints of noncompliance, and evaluating the operation and effects of this ordinance. In addition to any other penalties set forth demonstrate compliance with this ordinance shall be deemed noncompliant or nonresponsive and shall have Contract payments or Grant payments or financial assistance denied or suspended until compliance is demonstrated.

213.10 REPORTING.

The City Manager or his/her designate shall submit periodic reports to the City Council and the Mayor, no less frequently than annually, which shall include the following

information at a minimum: a listing and the status of all contracts and grants of financial assistance to which this ordinance applies, including the term, dollar amount and the services performed or assistance provided; a listing of all complaints, hearings, determinations and findings and a report on compliance with this ordinance; a report on adjustments to the Living Wage made during the previous reporting period, if any; and a report any significant administrative problems encountered and recommendations for more efficient and effective administration of the provisions of this ordinance.

213.11 SEVERABILITY.

If any portion or provision of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

213.12 EFFECTIVE DATE.

This ordinance shall apply to any Contract entered into and any Grant awarded or renewed after the effective date of this ordinance. Entering into an agreement for extension of a contract for a period beyond its original term shall be considered entering into a contract for purposes of this paragraph.



City of Eastpointe

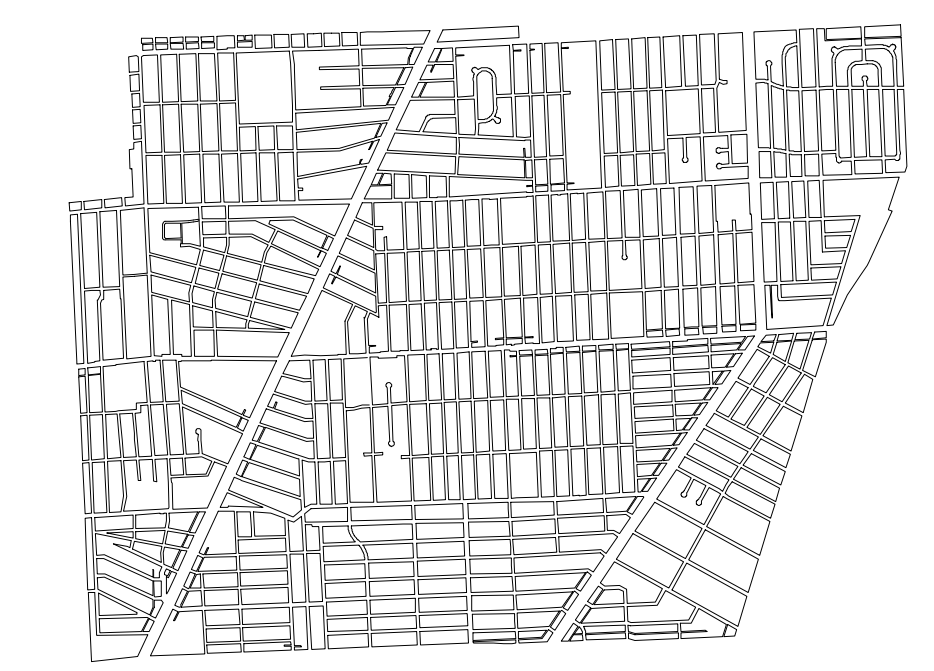


Solid Waste Collection Schedule

CAUTION

THIS MAP IS INTENDED FOR REFERENCE PURPOSES ONLY

ANDERSON, ECKSTEIN AND WESTRICK, INC. AND THE CITY OF EASTPOINTE DO NOT GUARANTEE THE ACCURACY OF THIS INFORMATION AND DISCLAIMS ALL LIABILITY FROM ALL CLAIMS, SUITS, DEMANDS AND JUDGEMENTS ARISING FROM THE USE OF THIS INFORMATION

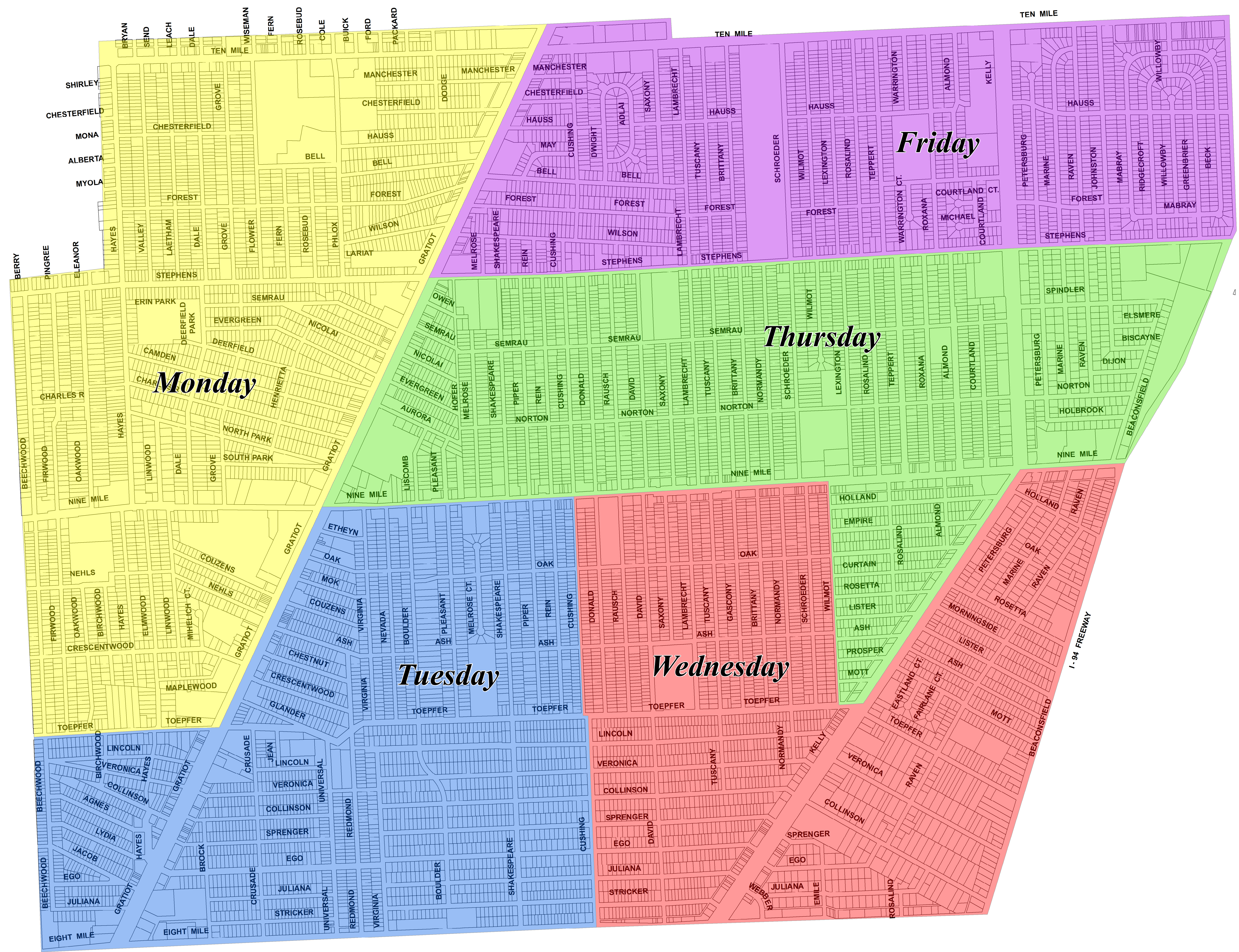


ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51300 Schoenher Rd Phone: 586-726-1234
Shelby Township Fax: 586-726-8780
Michigan 48315 www.aewinc.com

Legend

Waste Collection Day

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday



DATE PRINTED: July 11, 2022	DATE CREATED: July 11, 2022
SCALE: N.T.S.	MAP DOCUMENT: TrashPickup.mxd
PROJECT NO: 0145-0682	CREATED BY: JMM
	CHECKED BY: DM