

DRAFT

**TOWNSHIP OF ARMADA, MICHIGAN
RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING
CONTRACT 2021-WASTE-1**

CONTRACT DOCUMENTS
Bidding Documents
Specifications

August 2021

Armada Township
Clerk's Office
23121 E. Main Street
Armada, MI 48005
Phone: (586) 784-5200
Email: clerk@armadatwp.org

DRAFT

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ADVERTISEMENT

TOWNSHIP OF ARMADA MACOMB COUNTY, MICHIGAN RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING CONTRACT 2021-WASTE-1

Sealed proposals will be received by the Township of Armada, Michigan, at the office of the Township Clerk, 23121 E. Main St, P.O. Box 578, Armada, MI 48005, until 10:30 a.m. local time on Tuesday, **September 28, 2021**, and then publicly opened and read aloud.

The term of the contract shall be for **five (5) years** commencing on **February 1, 2022** and terminating at midnight on **January 31, 2027**.

Scope of work shall include solid waste collection & disposal and recycling services available to all residential dwelling units at a guaranteed unit price for the duration of the contract. **Price to include all administrative fees to invoice residential units directly.**

Specifications may be obtained through the MITN Purchasing Group at <https://www.bidnetdirect.com/mitn/armadatownship>. All addendums will be posted on the BidNet website. Any information not obtained from the BidNet website should not be relied upon. All bidders must be a Plan Holder of record.

Bid security in the amount of five percent (5%) of the first year total contract **(based on 1,500 residential dwelling units)** in the form of a certified check or bidders bond is required with each proposal.

Sealed bids marked **“RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING”** should be mailed to the Armada Township Clerk, 23121 E. Main St, P.O. Box 578, Armada, MI 48005, or hand delivered to the office of the Township Clerk prior to the scheduled bid opening stated in this advertisement. Bids must be submitted on the forms included with the bidding documents.

The right is reserved by the Owner to accept any Proposal, to reject any or all Proposals, and to waive any and all irregularities in Proposals.

No bids may be withdrawn after the above date and time for receiving bids for a period of sixty (60) days.

The Owner shall not engage in unlawful discrimination on the basis of race, color, religion, national origin, age, sex, height, weight, marital status, unrelated handicap, or handicap subject to reasonable accommodation. Bids from minority and female owned organizations are encouraged.

ARMADA TOWNSHIP, MICHIGAN
Mary K. Swiacki
Armada Township Clerk
586.784.5200

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

The work under this contract includes the furnishing of all labor, materials and equipment necessary for performing the work described in the Advertisement, all complete and in accordance with the Specifications.

CONTRACT DOCUMENTS

It is understood and agreed that the Advertisement, Instructions to Bidders, Proposal, Agreement, General Conditions, Scope of Work, Specifications, Addenda, and Change Orders issued by the Owner, and specifications and engineering data furnished by the Contractor and approved by the Owner, are each included in this Contract and the work shall be done in accordance therewith.

TERM OF CONTRACT

Refer to section I. **Term** in the Agreement.

EXPERIENCE AND FINANCIAL STATEMENT

It is the intention of the Owner to award this contract to a bidder competent to perform and complete all work in a satisfactory manner. It is required by the Owner that each bidder shall submit a statement of his experience and financial status.

1. Organization: State legal title of organization, business address, and if a corporation, where incorporated. Give names of principal officers and capitalization, number of and positions held by supervisory employees and number of employees regularly employed.
2. Financial Resources: Furnish complete financial statement.
3. Equipment Owned: Give manufacturer's name, description, size and/or capacity and age of each piece or article of major equipment.
4. Experience Record: Give names of parties and dates for which work has been done, general description of work and contract price of work performed.

NAME, ADDRESS AND LEGAL STATUS OF BIDDER

The name, and legal status of the bidder, that is, as a corporation, partnership, or an individual shall be stated in the Proposal. A corporation bidder shall name the state in which its articles of incorporation are held and must give the title of the official having authority, under the by-laws, to sign contracts. A partnership bidder shall give full names and addresses of all parties.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal legal evidence of his authority to do so. The place of residence of the bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

BID DEPOSITS

Each Proposal must be accompanied by a bid deposit in the amount and type as identified in the ADVERTISEMENT. Bonds shall be issued by a surety company authorized to do business in Michigan. The bid deposit is a guarantee on the part of the bidder that he will, if called upon to do so, enter into contract, in the attached form, to do the work covered by such Proposal, and at the prices stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such bidder's deposit shall be made out to the Owner, and shall be subject to the conditions specified in the Proposal.

RETURN OF BIDDER'S DEPOSIT

The bid deposits of all except the two lowest bidders will be returned within three days after the opening of bids. The bid deposits of the two lowest bidders will be returned within 48 hours after the executed Contract and required bonds and insurance have been fully approved by the Owner or after rejection of all bids.

FORM OF PROPOSAL

All Proposals must be made and signed by the bidder on the form attached hereto.

All prices stated in the Proposal must be plainly written in legible words and figures using black ink or typed. Illegibility of any word or figure in the Proposal may be sufficient cause for rejection of the Proposal by the Owner.

Supplemental statements by the bidder written into the Proposal form or by letter modifying the terms of the base Proposal will be considered as irregular and will make the Proposal subject to rejection by the Owner.

Each Proposal must be enclosed in a sealed envelope plainly marked with the name and address of Bidder and labeled as follows:

Addressed to:

Armada Township, Michigan
23121 E. Main St
P.O. Box 578
Armada, MI 48005

Labeled as Proposal for:

Armada Township, Michigan
Residential Solid Waste Collection, Disposal, and Recycling
Contract 2021-WASTE-1

BASIS OF PROPOSAL

Proposals in regards to refuse collection, disposal, and recycling are solicited on the basis of annual rates per Residential Unit. The total number of Residential Units and therefore, the total compensation due the Contractor, may change as provided in the Contract Specifications. This rate will be assessed as payment due the Contractor for each collection in the billing period. **BASE BID OR ALTERNATE NO. 1:** The Contractor shall invoice and collect compensation directly from residential units. **ALTERNATE NO. 2:** The Municipality will collect and faithfully render compensation due the Contractor for all services in the manner prescribed in the Contract Specifications.

INTERPRETATION OF CONTRACT DOCUMENTS

The Owner will not give verbal answers to any inquiries regarding the meaning of Drawings and Specifications, or verbal instructions prior to the award of the Contract. Any verbal statement regarding same by persons, prior to award, shall be unauthorized.

Any explanation desired by bidders must be requested of the Owner in writing not less than five (5) days prior to the bidding date and, if explanation is necessary, a reply will be made in the form of an Addendum, a copy of which will be forwarded to each prospective bidder who has received a set of the Contract Documents and to such other interested parties as have requested that they be furnished with a copy of each Addendum.

All Addenda issued to bidders prior to date of receipt of bids shall become a part of the Contract

Commented [JG1]: The City of Richmond contract is comparable to "Alternate No. 2" Macomb County purchases delinquent taxes including unpaid garbage collection fees. As a result, there is little risk to the Township.

Commented [JG2]: A service fee could be placed on both the summer and winter taxes to limit the amount the township has to "front" the money if Alternate No. 2 were selected.

Documents and all bids are to include the work therein described. Each Proposal submitted shall list all Addenda by numbers which have been received prior to time scheduled for receipt of bids.

BONDS

Performance Bond – The Contractor shall furnish a Surety Bond (form attached) in an amount at least equal to one hundred (100%) percent of the Contract Price for the fifth year of the Contract (based on 1,500 residential dwelling units) as surety for faithful performance of this Contract.

Each Proposal shall include the premium and all other charges, if any, for the Bonds and Insurance herein described.

INSURANCE

The Worker's Compensation Insurance, Public Liability and Property Damage Insurance, in the amounts specified in the Agreement must be carried by the Contractor.

RIGHT TO ACCEPT, TO REJECT AND TO WAIVE DEFECTS

The Owner reserves the right to accept any Proposal, to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineation of the Contract Documents and of the form of Proposal shall render the accompanying Proposal irregular and subject to rejection by the Owner.

WITHDRAWAL OF BIDS

Any bidder who has submitted a Proposal to the Owner may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bidder may withdraw his bid after the time stated in the Advertisement for receiving bids, and his bid shall be firm and shall remain firm for the period stated in the Advertisement.

TAXES

The Contractor shall pay all sales, use, and other taxes that are lawfully assessed against the Owner or Contractor in connection with the work included in this Contract.

AWARD AND EXECUTION OF CONTRACT

The Contract, if awarded, shall be awarded to the lowest responsive and responsible bidder on the basis of the lowest total sum of the extended unit prices for the items of work included in the Proposal. The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served by the Owner upon the bidder.

Although it is impossible to list all the reasons a bidder may be disqualified as not responsive or not responsible, the following list provides some examples:

1. Evidence of collusion among bidders.
2. Lack of competency as revealed by records such as financial statement, statement of organization, experience record, or other information submitted.
3. Lack of responsibility shown by past work judged from the standpoint of workmanship and progress.
4. Uncompleted work under other contracts, which in the judgment of the Owner, might hinder or

prevent the prompt completion of the work, if awarded.

5. Being in arrears on existing contracts, being in litigation with the Owner, or having defaulted on a previous contract.
6. Noncompliance with Instructions to Bidders or failure to accurately complete the entire Proposal package.

The bidder to whom the Contract shall have been awarded will be required to execute the Agreement on the form attached hereto and to furnish surety and insurance certificates all as required within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary contract and bond forms as required by the Agreement.

The Notice to Proceed shall be issued following the execution of the Agreement by the Owner.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

The bidder's attention is directed to the Time and Liquidated Damages articles in the Agreement.

NON-DISCRIMINATION PROVISIONS

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position, or a handicap that is subject to reasonable accommodation. Also, the contractor shall place this covenant in any subcontract related to this project. Breach of the covenant in this Contract or any subcontract shall be regarded as a material breach of this Contract.

SUBMITTAL OF BID

Please note the data required to be submitted with the bid form.

1. **Required bid security**
2. **Contractor's Proposal filled out and signed.**
3. **Itemized list of bidder's equipment for use on the Contract.**
4. **A copy of the latest financial statement prepared by an outside certified accounting firm for the bidder.**
5. **Evidence that the bidder is qualified to fulfill the requirements of the Contract.**
6. **List of current contracts.**
7. **Synopsis of exactly how the bidder's recycling program is to work.**
8. **Certificate of Insurance.**

PROPOSAL

TO: ARMADA TOWNSHIP, MICHIGAN

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement 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 Bid and in accordance with the other terms and conditions of the Bidding Documents, and he will furnish to the said owner and to the State of Michigan such surety for the faithful performance of such contract..

Bidder has carefully read and considered the terms and conditions of the Contract Documents for Residential Solid waste Collection, Disposal and Recycling for the Township of Armada, and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, at the rates hereinafter set forth, all labor, equipment, materials, tools, insurance, supervision, and all licenses, permits, authorities and all other items necessary to provide the service as specified.

In preparation of this Bid, Bidder acknowledges that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability that can be reasonable accommodated. OWNER will require this covenant be placed in the Contract with any subcontractor employed in the performance of this Contract.

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Contract Documents, including Advertisement, Proposal, Agreement, and Specifications on file in the offices of the OWNER, hereby propose to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, expendable tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required, all in accordance with the Specifications entitled:

**ARMADA TOWNSHIP, MICHIGAN
RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING
CONTRACT 2021-WASTE-1**

prepared by the Township of Armada, OWNER, including Addenda No's _____, _____, _____, and _____, issued thereto, at and for the following named cost as set forth below:

BASE BID

Item			
No.	Description	Price	Unit
<u>TOWNSHIP Resident Solid Waste Collection, Disposal, and Recycling</u> <u>(Quarterly Billing)</u>			
1a.	Contract Year 1	\$ _____	per year
2a.	Contract Year 2	\$ _____	per year
3a.	Contract Year 3	\$ _____	per year
4a.	Contract Year 4	\$ _____	per year
5a.	Contract Year 5	\$ _____	per year

VILLAGE Resident Solid Waste Collection, Disposal, Recycling, and Yard Waste **(Quarterly Billing)**

6a.	Contract Year 1	\$ _____	per year
7a.	Contract Year 2	\$ _____	per year
8a.	Contract Year 3	\$ _____	per year
9a.	Contract Year 4	\$ _____	per year
10a.	Contract Year 5	\$ _____	per year

ALTERNATE NO. 1

Item			
No.	Description	Price	Unit
<u>TOWNSHIP Resident Solid Waste Collection, Disposal, and Recycling</u> <u>(Annual Billing)</u>			
1b.	Contract Year 1	\$ _____	per year
2b.	Contract Year 2	\$ _____	per year
3b.	Contract Year 3	\$ _____	per year
4b.	Contract Year 4	\$ _____	per year
5b.	Contract Year 5	\$ _____	per year

VILLAGE Resident Solid Waste Collection, Disposal, Recycling, and Yard Waste **(Annual Billing)**

6b.	Contract Year 1	\$ _____	per year
7b.	Contract Year 2	\$ _____	per year
8b.	Contract Year 3	\$ _____	per year
9b.	Contract Year 4	\$ _____	per year
10b.	Contract Year 5	\$ _____	per year

ALTERNATE NO. 2

Item			
No.	Description	Price	Unit
<u>TOWNSHIP Resident Solid Waste Collection, Disposal, and Recycling</u> <u>(Monthly Billing to Municipality)</u>			
1c.	Contract Year 1	\$ _____	per year
2c.	Contract Year 2	\$ _____	per year
3c.	Contract Year 3	\$ _____	per year
4c.	Contract Year 4	\$ _____	per year
5c.	Contract Year 5	\$ _____	per year

VILLAGE Resident Solid Waste Collection, Disposal, Recycling, and Yard Waste **(Monthly Billing to Municipality)**

6c.	Contract Year 1	\$ _____	per year
7c.	Contract Year 2	\$ _____	per year
8c.	Contract Year 3	\$ _____	per year
9c.	Contract Year 4	\$ _____	per year
10c.	Contract Year 5	\$ _____	per year

ADD ALTERNATE NO. 3

Item			
No.	Description	Price	Unit
11.	2 cyd dumpster at Municipal Location	\$ _____	per year
12.	96 Gallon Wheeled container rental (garbage)	\$ _____	per year
13.	64 Gallon Wheeled container rental (recycle)	\$ _____	per year

All above unit prices are based upon once per week pick up for solid waste removal, recycling, and yard waste removal performed on the same day. Yard waste shall be during the months of April thru November.

Clarification:

The Contractor shall invoice and collect payment from each residential unit directly for services rendered under this Contract if the BASE BID or ALTERNATE NO. 1 is awarded.

The Municipality will collect and faithfully render compensation due the Contractor for services rendered under this Contract if ALTERNATE NO. 2 is awarded.

The undersigned affirms that in making such proposal, neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such Proposal is made without regard of reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that, if this foregoing Proposal shall be accepted by the said Owner, after receiving a Notice to Proceed from the Owner, he shall have all work completed on or before the date specified in the Agreement.

It is agreed that this bid may not be withdrawn for the period identified in the ADVERTISEMENT.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

In submitting this bid it is understood that the right is reserved by the Owner to accept any Proposal, to reject any or all Proposals, and to waive any irregularities in Proposals.

Dated and signed at _____, State of _____,

this _____ day of _____, 2021

If Bidder is:

An Individual

Name (typed or printed): _____
By: _____ (SEAL)
(Individual's signature)
Doing business as: _____
Business address: _____

Phone No.: _____ FAX No.: _____
Email Address: _____

A Partnership

Partnership Name: _____ (SEAL)
By: _____
(Signature of general partner -- attach evidence of authority to sign)
Name (typed or printed): _____
Business address: _____

Phone No.: _____ FAX No.: _____
Email Address: _____

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: _____
Attest _____
(Signature of Corporate Secretary)
Business address: _____

Phone No.: _____ FAX No.: _____
Email Address: _____
Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

Phone, FAX Number, Email and Mail Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

BID BOND**BIDDER** (Name and Address):

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

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

 By: _____
 Signature and Title

 By: _____
 Signature and Title
 (Attach Power of Attorney)

 Attest: _____
 Signature and Title

 Attest: _____
 Signature and Title

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

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 by 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 and 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 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 or 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.

THE AGREEMENT

AGREEMENT IS HEREBY MADE on this _____ day of _____, 2021, between the Township of Armada, a Michigan Municipal Corporation, hereinafter **OWNER**) and the independent contractor, _____ (hereinafter **CONTRACTOR**) whose address is _____.

The **AGREEMENT** is as follows:

WITNESSETH, that the Contractor and the Municipality for the consideration stated herein agree as follows:

III. Component Parts of the Contract Documents – The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached as hereto attached:

- (1) The Bid Advertisement
- (2) The Instructions to Bidders
- (3) The Contractor's Proposal
- (4) The Contract Specifications
- (5) The Performance Bond
- (6) This Instrument
- (7) Any addenda or changes to the foregoing documents agreed to by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligations of the Contract Documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the State of Michigan and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

I. TERM

The term of this Agreement shall commence on February 1, 2022 (the Effective Date) and shall extend for a period of five years from the Effective Date. Should the Contractor fail to satisfactorily perform the responsibilities of this Agreement, the Municipality shall have the option to terminate within 24 months of the effective date of the Agreement. The Municipality shall have the right to terminate the Agreement due to Breach of Contract at any time during the term of the Agreement. This Agreement may be renewed for like periods with mutual consent of both parties.

II. SCOPE OF WORK

The Contractor is granted the sole and exclusive right-within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks, licenses, permits, approvals and all other items necessary to provide solid waste collection, disposal and recycling services as specified and to perform all of the work called for and described in the Contract Documents.

III. COMPONENT PARTS OF THE CONTRACT DOCUMENTS

The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached as hereto attached:

- a. The Bid Advertisement
- b. The Instructions to Bidders
- c. The Contractor's Proposal
- d. The Contract Specifications
- e. The Performance Bond
- f. This Instrument
- g. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligations of the Contract Documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the State of Michigan and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

IV. ENTIRE AGREEMENT

This **AGREEMENT**, along with any notice to bidders, bid proposals, addenda, specifications and drawings constitute the entire agreement between the CONTRACTOR and OWNER for the project described in Section I. Any revisions or supplements to the **AGREEMENT** must be in writing and signed by both parties.

By signing this **AGREEMENT**, the undersigned individuals affirm that they are authorized by the OWNER and CONTRACTOR to sign on behalf of the respective parties.

ARMADA TOWNSHIP, MICHIGAN
(OWNER)

Attest: _____

By: _____
Mary K. Swiacki

Armada Township Clerk
(TITLE)

586-784-5200
TELEPHONE NO.

clerk@armadatwp.org
EMAIL ADDRESS

(CONTRACTOR)

Attest: _____

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

TELEPHONE NO.

EMAIL ADDRESS

INSURANCE

(Attach certificate(s) of insurance to this page)

NOTICE OF AWARD

To: _____

Dated: _____

Project Description: RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING – CONTRACT 2021-WASTE-1

The OWNER has considered your BID dated _____ for the above Contract.

You are hereby notified that your BID has been accepted for items listed in the PROPOSAL in the amounts shown in the PROPOSAL.

You are required by the INSTRUCTIONS TO BIDDERS to furnish the required Certificates of Insurance and to execute the Agreement. If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

ARMADA TOWNSHIP, MICHIGAN
(OWNER)

By: _____
Mary Swiacki

Township Clerk
(TITLE)

ACKNOWLEDGEMENT OF ACCEPTANCE OF NOTICE OF AWARD

CONTRACTOR acknowledges receipt of this Notice of Award this _____ day of _____, 2021.

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE TO PROCEED

To: _____

Dated: _____

Project Description: RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND
RECYCLING – CONTRACT 2021-WASTE-1

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, 2021, and you are to complete the WORK in accordance with the time periods listed in the AGREEMENT.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

ARMADA TOWNSHIP, MICHIGAN
(OWNER)

By: _____
Mary Swiacki

Township Clerk
(TITLE)

ACKNOWLEDGEMENT OF ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR acknowledges receipt of this Notice to Proceed this _____ day of _____, 2021.

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

Performance Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

Armada Township
23121 E. Main St, PO Box 578
Armada, MI 48005

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Effective Date of the Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in Paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in Paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in Paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

CONTRACT SPECIFICATIONS

I. DEFINITIONS

Bags – Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection with a capacity not to exceed 30-gallons and a loaded weight not to exceed 50-pounds.

Bid Bond – The corporate Surety Bond or a certified check drawn on a national bank in the amount specified in the Instruction to Bidders submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter into the Contract.

Bins – 18-gallon plastic recycling containers.

Bulky Waste – Over-sized household items (box springs, white goods, furniture, etc.).

Bundle – yard and garden trimmings or newspaper and magazines securely tied together forming an easily handled package not exceeding 3-feet in length or 50-pounds in weight.

Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.

Containers – (a) Reusable Containers: A receptacle made of plastic, metal, or fiberglass with a capacity not to exceed 32-gallons, a loaded weight of no more than 50-pounds, a tight-fitting lid, and handles of adequate strength for lifting.

(b) Non-Reusable Container: see definition of bags.

Contract Documents – The request for Bids, Instructions to Bidders, Contractor's Proposal, Contract Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the Owner and the Contractor.

Disposal Sites – A refuse depository for the processing or final disposal of refuse including but not limited to sanitary landfills, transfer stations, incinerator, and waste processing separation centers that are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

Hazardous Waste - Waste designated as hazardous or containing hazardous substances in amounts or concentrations of regulatory concern by the United States Environmental Protection Agency or appropriate state agency.

Municipality – Refers to the applicable municipal authority (e.g. city, town, village, county, etc.) empowered under state law to solicit and award contracts for the collection of Residential Refuse. Will also refer to the appropriate employee or office of the municipality authorized to act as its agent in handling the pertinent matter of this Contract.

Performance Bond – A corporate Surety Bond that guarantees compensation to the Municipality in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract Specifications.

Recyclable Material – examples of recyclable materials are newsprint, metal, glass, plastic (#1, #2, & #3), and yard wastes for composting.

Refuse – Discarded solid waste materials, consisting of garbage, rubbish or a combination thereof.

Residential Unit – A single family inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating. Also to include buildings containing four or less separate or contiguous single family dwelling units with each unit to be treated separately for purposes of billing.

Rubbish - Non-putrescible solid wastes consisting of combustibles and non-combustible materials.

II. SCOPE OF CONTRACT

Exclusive Right – The Municipality, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Contract to collect and dispose of Residential Solid Waste located within the area as defined in Section III - Service Operations and Performance. The Municipality warrants that it has the authority to grant such an exclusive right as described in this Contract.

The Municipality covenants that during the term of this Contract, it will not engage other individuals or itself become involved in similar activity that would impair the exclusive right of the Contractor, except insofar as participation in non-competing recycling programs or campaigns.

Compliance with Applicable Laws – The parties to this Contract agree that the laws of the State of Michigan shall govern the validity, construction, interpretation and effects of this Contract. The Contractor shall conduct the service of Residential Solid Waste Collection and Recycling as provided for by this Contract in compliance with all applicable Federal and State regulations and laws. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

Breach of Contract – If the Contractor fails to perform, or fails to perform in a satisfactory manner or fails to perform in accordance with applicable laws and ordinances, in addition to any other remedy of law or under this Contract, the Municipality shall have the right to demand in writing adequate assurance from the Contractor that steps are being taken to rectify the situation. The Contractor, within fourteen (14) days of receipt of such demand, must return to the Municipal Clerk a written statement that explains reasons for non-compliance or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Municipality may, except under conditions of Force Majeure, terminate this Contract and make demands under the terms of the Performance Bond.

Force Majeure – Neither the Contractor nor the Municipality shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a fire, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor or the Municipality.

If such circumstances persist for more than seven (7) days, or if after the cessation the Contractor is unable to render full or substantial performance for a period of thirty (30) days, either party may terminate this Contract upon written notice given thirty (30) days in advance to the other party.

Arbitration and Award – Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Assignment of Contract – No assignment of this Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the Municipality, which consent will not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety as such delegation will not relieve the Contractor of his Surety or any liability and/or obligation to perform. In the event of any delegation of a duty, the delegation shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

Change of Ownership – In the event that the Contractor's business assets or majority of the Contractor's stock are sold, the Municipality maintains the right to hold the original owner solely liable. If, however, the Municipality determines that the new owner can adequately and faithfully render the service called for in this Contract for the remaining term of the Contract, then the Municipality may elect to execute a Contract Amendment allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability, and the new ownership would then be solely liable for any work and/or claims attendant to this Agreement.

Waivers – A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where one condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.

Illegal and Invalid Provisions – Should any term, provision or other part of this Contract be declared illegal, it shall be excised and modified to conform to the appropriate law or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

Joint and Several Liability – If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

Binding Effect – The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

Amendment of the Contract – No modification or amendment of the terms hereto shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligation to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

The written modification is not to become effective for a period of seven (7) days. During which time either party may revoke the writing, upon delivery to the other party of written notice to that effect, dated and signed by a notary.

Merger Clause: Previous Agreements Superseded – This Agreement constitutes the final and complete Agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the performance of any provision or term of this Contract if they alter, vary or contradict this Agreement.

III. SERVICE OPERATIONS AND PERFORMANCE

Service Provided – The Contractor shall provide curbside collection for Residential Units one time per week for waste removal, recycling, and yard waste with all collection services to be performed the same day. It is the resident's responsibility to see the containers, bags, bundles and bins be placed curbside or as close as practicable to collection vehicle routes by

7:30 a.m., on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

The Contractor may decline to collect any containers, bags, bundles or bins not so placed; any container not defined in the definitions; any containers that contain sharp objects or liquids; or any residential refuse not properly contained. Commercial establishments will be required to make arrangements with the Contractor in order to be serviced at an agreed price, except those commercial establishments wherein the solid waste generated does not exceed the amount generated by a standard residential household and the locations of which the Municipality has approved for inclusion in the list of collection locations covered under this Contract.

Residential properties providing evidence of an alternate arrangement for garbage disposal (i.e. a business owner with a dumpster at their place of business) may be exempt from residential service.

Construction debris from demolished structures and/or new construction will not be picked up unless previous arrangements are made between the resident and the Contractor at an agreed upon price.

The Contractor will provide and deliver each residential unit with one (1) 96-gallon wheeled container for the duration of the agreement.

Commented [JG1]: Consider making the wheeled cart an optional expense?

The recycling program is to be provided by the Contractor at the rate stated in the Contractor's Proposal and must include the following:

- a. The Contractor will provide and deliver each residential unit with one (1) 64-gallon wheeled container.
- b. Residents will commingle the recycling commodities in the container.
- c. The Contractor will separate the commodities.
- d. The commodities that are accepted are:
 - i. Newspaper (No colored glossy)
 - ii. #1, #2 and #3 plastic
 - iii. Green, Brown and Clear Glass
 - iv. Ferrous and non-ferrous cans
- e. The Contractor will pick-up the recyclables at each residential unit once per week on the same day as the solid waste removal.
- f. The Contractor is responsible for the overall success of the recycling program.
- g. The Contractor is to have a backup truck in case of breakdown of the recycling truck.
- h. Recyclable materials will not be dumped or otherwise disposed of other than through the appropriate recycling channels.
- i. The Contractor is to write a synopsis of exactly how their recycling program is to work, addressing all of the aforementioned items.

Commented [JG2]: Consider making the wheeled cart an optional expense?

Yard Waste Removal for Village Residents: Residents are limited to ten (10) composting bags of yard waste per week. Brush and tree limbs will be picked up provided they are

securely tied in bundles not over three (3) feet in length, nor over 50-pounds in weight. Christmas trees do not have to be bundled and will be picked up following Christmas.

Commented [JG3]: Discussion with WM implied no cost savings to have Village DPW pickup sticks

Collection of bulky wastes will be made upon request of the Municipality and/or resident of the service area. Setting the bulky waste at the roadside constitutes a request. Residential units are entitled to one (1) bulky waste item per week.

Area to be Served – The area to receive the service of residential refuse collection and recycling is indicated on the map appended hereto and/or by the following description of its boundaries, within the Municipal limits.

Hours of Collection – Normal hours of collection are to be from 7:30 a.m., to 7:00 p.m. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the Municipality and the Contractor.

Routes and Schedule of Collection – All routing and scheduling of trucks used by the Contractor for the pickup of trash and garbage containers and bins for commercial establishments shall be left to the discretion of the Contractor. The schedule of pick ups shall be reasonable and equally spaced during the week and shall assure maximum efficiency of operation.

Missed Collection – In the event that a regularly scheduled collection is missed and a complaint received by the Contractor, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Contractor within forty-eight (48) hours.

Holidays – The following holidays will be observed:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

In cases where a holiday falls during the work week, either prior to or on the scheduled pick up day, pick up will be scheduled for the first regular work day following the normal pick up day. Work days are classified as Monday through Saturday, inclusive.

Complaints – The Contractor shall receive and respond to all complaints regarding services provided under this Contract. Any complaints received by the Municipality will be directed to the Contractor's office. Should a complaint go unresolved for longer than seven (7) days, the Municipality will have the right to demand an explanation or resolution to its satisfaction.

Commented [JG4]: All questions will be handled by the Contractor directly

Time of Commencement and Liquidated Damages for Failure of Service – The Contractor must commence work within eight (8) days of the Effective Date of the Agreement, unless the Municipality agrees to a later date, and upon his failure to commence said work, the Contractor shall pay to the Municipality as liquidated damages, and not as a penalty, the sum of five hundred dollars (\$500.00) for each and every calendar day that the Contractor shall be

in default. Likewise, the Contractor shall pay to the Municipality liquidated damages of five hundred dollars (\$500.00) per day for each day the regular weekly collection is late. If collection is late for fewer than ten (10) residential units, the provisions under liquidated damages may be waived by the Municipality without prejudicing any of the Municipality's remaining rights hereunder. Waiver of all or a portion of said liquidated damages may be made by the Municipality without hindering any of the Municipality's rights to invoke any other remedy allowed by law or this Contract, and without acting as a waiver of the Municipality's right to invoke full liquidated damages on future occasions.

Other Liquidated Damages - The Municipality shall notify the Contractor of each violation of the Contract reported to them. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint. Failure to remedy the cause of the complaint shall be considered a breach of contract and for the purpose of computing damages under the provisions of this section, it is agreed that the Municipality may deduct from payments due or to become due to the Contractor the following amounts as liquidated damages:

- ◆ For failure to clean up spilled refuse, twenty dollars (\$20.00) for each instance.
- ◆ For failure to clean vehicle or conveyances as provided for, twenty-five dollars (\$25.00) for each instance.
- ◆ For failure or neglect to collect refuse within twenty-four (24) hours from any residence or establishment after proper notice by the Municipality, and after the regularly scheduled pick up for that residence or establishment, fifty dollars (\$50.00) per day per residential unit for each failure or neglect. The provisions of Time of Commencement and Liquidated Damages for failure of Service shall apply to a failure or neglect to collect refuse for ten (10) or more residences.

Liquidated damages shall be determined by the Municipality and deductions made from the Contractor's payment after investigation by the Municipality, whose decision in the matter shall be final and binding upon both parties unless appealed in writing to the Municipality within five (5) days after notice. Waiver or use of all or a portion of said liquidated damages may be made by the Municipality without hindering any of the Municipality's rights to invoke any other remedy allowed by law or this Contract, and without acting as a waiver of the Municipality's right to invoke liquidated damages on future occasions.

In the event of a strike or failure of the Contractor, its agents, or employees, to perform under this Contract, then the Municipality shall have the right as a last resort to use the Contractor's equipment to perform said services as well as collect upon bond and the Contractor's cash bond may be used by the Municipality to pay its employees and maintain said equipment during such breach until such time as the bonding company performs or the Contractor

perform their obligations under this Contract. Election by the Municipality to invoke or not to invoke this provision in no way hinders the Municipality's right to invoke any other remedy allowed by law or this Contract.

Collection Equipment – An adequate number of vehicles shall be provided by the Contractor to collect refuse and recyclables in accordance with the terms of this Contract. The vehicles shall be licensed in the State of Michigan and shall operate in compliance with all applicable state, federal and municipal laws and regulations. All vehicles shall be manufactured and maintained to conform with the American National Standards Institute's (ANSI) standards Z245.1 or the revised or replacement standard to Z245.1.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least two (2) inches high. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. The name of the Municipality shall not appear on any vehicle owned by the Contractor insinuating reference to municipal ownership.

The Contractor may make private collections with the same vehicles used for the contract collections provided that such use in no way impairs the delivery of service required under this Contract.

Personnel – The Contractor shall require his employees to be courteous at all times, to work quietly, and not use loud or profane language. Each employee shall be a neat and clean as circumstances permit. Shirts will be required at all times.

The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not concern them.

Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle they are driving.

The Municipality shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereto, or who is wanton, negligent, or discourteous in the performance of his duties.

The Municipality may suggest action be taken in its complaint, but it shall not be binding to the Contractor.

Disposal Site – The Contractor shall be totally responsible for all equipment owned while operating on any disposal site.

The location of the disposal site to be used under the terms of this Contract is shown on the map appended hereto and/or described as follows: Licensed Facility at Contractor's Discretion.

The Contractor will assume all fees and increases levied at the disposal site. The Contractor may at any time, be asked to provide evidence that the disposal site upon which his rates are based is the site actually used and that the said site is a legally permitted facility.

Title to Solid Waste and Recyclable Materials – Title to non-hazardous refuse and recyclable materials shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the customer's premises. Any hazardous, special or toxic waste remains the property of the customer. At no time shall title or any ownership be vested in the Municipality.

Contractor's Representative: Complaints and Inquiries – The Contractor shall provide the Municipality with a telephone number that residents may use to contact the Contractor directly. The Contractor shall provide to the Municipality the cell phone number for the Route Manager, which number will not be released to the general public. The Contractor shall inform the Municipality of any change to the contact numbers within twenty-fours (24) hours of the change to the contact numbers.

Notice – A letter properly addressed and sent by mail, certified mail, or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Notice will be considered sent either when it is received at the appropriate address or deposited in the United States Mail.

ADDRESS for Notice to the Municipality: Armada Township
23121 E. Main St
PO Box 578
Armada, MI 48005

ADDRESS for Notices to the Contractor: T.B.D.

IV. DISCRIMINATION

Nether the Contractor nor any sub-contractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

Nether the Contractor nor any sub-contractor nor any person(s) acting on his behalf shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job. The Contractor shall place this covenant in any sub-contract related to refuse collection, disposal and recycling. Breach of the covenant in the Agreement or any Sub-Agreement shall be regarded as a material breach of the Agreement.

V. INDEMNITY

The Contractor will indemnify and save harmless the Municipality, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from the Contractor's performance or breach of this Contract or from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided however, that the Contractor shall not be liable for any expenses, and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the Municipality, its officers, agents, servants and employees.

VI. INSURANCE

The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof, the following types of insurance, on an occurrence basis, in at least the limits specified below:

<u>TYPE OF INSURANCE</u>		<u>AMOUNT</u>
GENERAL LIABILITY	General Aggregate	\$3,000,000.00
	Products-Comp/Ops Aggregate	\$3,000,000.00
	Claims Made Occur	\$3,000,000.00
	Owner's Cont./Prot	\$3,000,000.00
	Prod/Comp	\$3,000,000.00
AUTOMOBILE LIABILITY		
Any Auto	Combined Single Limit	\$3,000,000.00
WORKER'S COMPENSATION		
EMPLOYER'S LIABILITY	Each Accident	\$1,000,000.00
	Disease-Policy Limit	\$3,000,000.00
	Disease-Each Employee	\$1,000,000.00

Employer's Liability Coverage will be required of the Contractor and any sub-contractor where any class of employee engaged in work under this Contract is not protected under the Worker's Compensation Statute.

All insurance will be by insurers acceptable to the Municipality and authorized to do business in the State of Michigan. The Municipality shall be named as an additional insured. Prior to the execution of this Contract, the Contractor shall furnish the Municipality with certificates of insurance as evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, or such policies be permitted to expire, or be changed without ninety (90) days advance notice to the Municipality.

To the extent permitted by law, Worker's Compensation and employees liability insurance coverage(s) may be provided under a plan of self-insurance.

VII. PERFORMANCE BOND

Before this Contract can be executed, the Contractor shall furnish a corporate Surety Bond written by an acceptable Surety or banking institution for the performance of the Contract. Said Bond must be in the amount of 100% of the annual contract amount for the fifth year of the Contract (based on 1,500 residential dwelling units). The Bond shall remain in effect for the entire term of the Contract.

The Surety on the Bond shall be a duly authorized corporate surety company authorized to do business in the State of Michigan. Attorneys-in-fact who sign performance Bonds must file with each Bond an effectively dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the Bond. In case of extension or renewal of this Contract, the Contractor shall furnish a Performance Bond in an amount based on the highest estimated annual contract amount and under the same terms obligated to extend or renew the Bond.

This Contract shall be subject to termination by the Municipality at any time if said Bond shall be cancelled or the Surety thereon relieved from the liability for any reason. Notice of cancellation of the Bond must be served upon the Municipality thirty (30) days prior to the effective date of said cancellation. The Contractor will not be terminated if within thirty (30) days of such notice the Contractor files with the Municipality a similar Bond to be effective for the balance of the Contract period.

VIII. PERMITS, LICENSES AND TAXES

The Contractor shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the Municipality or State or Federal government or Agency thereof.

IX. BASIS AND METHOD OF PAYMENT

Rates – For all collection and disposal services required under this Contract, the charges to the Municipality will be equal the rate(s) set forth in the Contractor's Proposal.

BASE BID OR ALTERNATE NO. 1: The Contractor shall administer and invoice each residential unit directly. Invoicing shall be quarterly or annually based on the terms of agreement.

First Year of Contract – Residents currently contracted with a waste hauler may delay service under this agreement until the expiration of their existing service, or one year, whichever is less. Such Residents will be charged the Contract unit price, pro-rated to the next billing cycle from the date service begins.

ALTERNATE NO. 2: The Municipality will collect and faithfully render compensation due the Contractor for all services in the manner prescribed in the Contract Specifications. Invoicing shall be monthly based on the terms of the agreement.

Adjustments in Total Compensation: New or Discontinued Service – Before commencement of work under this Contract, the Municipality must provide the

Contractor with an accurate address list of dwelling units to receive service. Thereafter and for the duration of the Contract, the Municipality shall promptly inform the Contractor of any new or discontinued service.

The Contractor shall bill the Municipality within ten (10) days of the end of each calendar month for an amount calculated as:

(Number of units receiving service) X (monthly rate for residential collection) plus any amount due for additional services rendered.

The Municipality shall remit payment within fifteen (15) days following the end of each month. If any dispute arises, the undisputed amount shall be paid.