

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

(313) 343-2440
Fax (313) 343-2785

**NOTICE OF MEETING
AND
AGENDA**

COMMITTEE-OF-THE-WHOLE

Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole, for **Monday, September 11, 2017, at 7:00 p.m.** The meeting will be held in the Conference Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

1. Call to Order
2. Roll Call
3. Acceptance of Agenda
4. Capital Improvement Projects
 - A. Memo 09/06/17 – Director of Public Services
 - B. Memo 08/29/17 – City Engineer
5. Sale of City Ambulance
 - A. Memo 08/15/17 – Director of Public Safety.
 - B. Estimate 07/24/17
6. Bid for Solid Waste Collection and Disposal Program
 - A. Specifications and Contract Documents – September 2017
7. New Business/Public Comment
8. Adjournment

Bruce Smith
City Administrator

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440, Telecommunications Device for the Deaf (TDD) 313 343-9249, or e-mail the City Clerk at cityclk@gpwmil.us.

cc:
Council – 7
Berschback
Smith
Hathaway

Rec. Secretary
Email Group
Media - Email
Post -8

File
Lockwood
Kosanke

MEMO 17 - 39

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *FS*
DATE: September 6, 2017

4
RECEIVED
SEP - 6 2017
CITY OF GROSSE PTE. WOODS

SUBJECT: Recommendation – AEW Fees for Capital Improvement Projects – Buildings

The City of Grosse Pointe Woods is replacing and re-engineering multiple roofs and air handling systems throughout city buildings as follows:

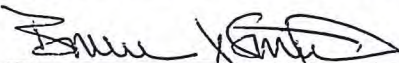
- City Hall, 20025 Mack Plaza Dr. -- New roofing, insulation, air handling unit replacement, and holding cell heating, ventilation & cooling upgrades
- Bath House, Lake Front Park, 23000 East Jefferson -- New roofing, insulation, ventilation and air handling unit
- Activities Building, Lake Front Park, ,23000 East Jefferson -- New roofing and exhaust fan
- Police Garage, 20025 Mack Plaza Dr. -- New roofing
- DPW Administration Building, 1200 Parkway Dr. -- New roofing

Funding for these improvements will be through the approved bond. The estimated construction cost of these projects is \$1,000,000.00. AEW will provide design services and oversight per their existing engineering contract with the city. The concurring fee based on their current contract is 6.2% of \$1,000,000.00 or \$62,000.00. I recommend a purchase order for the multiple roof, air handling unit, and heating, ventilation and cooling upgrade projects be issued to Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$62,000.00.

If you have any questions concerning this matter please contact me.

cc: O/F

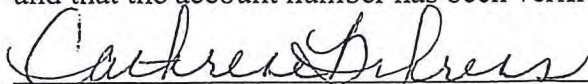
Approved for Council Consideration:

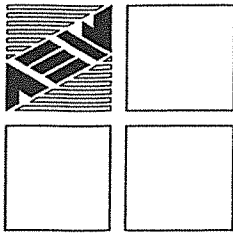

Bruce Smith, City Administrator

9/7/2017
Date

Fund Certification:

A budget amendment and transfer is required from Fund Balance account No. 101-000-395.000, into Capital Improvements Public Works account 420-902-977.103, in the amount of \$62,000.00 and that the account number has been verified.


Cathrene Behrens, Treasurer/Comptroller



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

August 29, 2017

Bruce Smith, City Manager
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236

RECEIVED
AUG 31 2017
CITY OF GROSSE PTE. WOODS

Reference: **City of Grosse Pointe Woods, Capital Improvements - City Wide Roof Improvements**

Dear Mr. Smith:

Thank you for contacting our firm to provide professional Architecture and Engineering services for the above referenced project.

Understanding of the Project / Scope of Services

Grosse Pointe Woods is improving roofs on many City building. The funding for these improvements will be through a bond. Below is a list of the building locations and anticipated improvements needed.

- City Hall - 20025 Mack Ave.
 - New roofing, insulation, AHU replacement, and holding cell HVAC upgrades.
- Bath House - Lake Front Park, 23000 East Jefferson
 - New roofing, insulation, ventilation and AHU
- Activities Building, - Lake Front Park, 23000 East Jefferson
 - New roofing and exhaust fan
- Police Garage - 20025 Mack Ave.
 - New roofing
- DPW Administration Building – 1200 Parkway Drive
 - New roofing

Based upon the above understanding of services AEW will provide design services per our existing engineering contract with the City. The estimated construction cost of this project is \$1,000,000. The concurring fee based on our current contract fee curve is 6.2% of \$1,000,000 or \$62,000.

If the above understanding and fee is acceptable, please sign and return a copy of this letter. We thank you once again for the opportunity to work with you on this project.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

Jason R. Arlow, AIA, LEED AP
Director of Architecture

Bruce Smith
City Manager

M:\0999\0999-0852\2017\JRA\GPW\Roofs\RoofsRevised.docx



CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

Date: August 15, 2017
To: Bruce Smith, City Administrator
From: John G. Kosanke, Director of Public Safety
Subject: Sale of City Ambulance

RECEIVED
AUG 23 2017
CITY OF GROSSE POINTE WOODS

In April of 2014, the City of Grosse Pointe Woods privatized its ambulance service and removed the city - owned ambulance from service. Since being taken out of service, the ambulance has remained parked in the apparatus bay. Although the ambulance became a multi-use vehicle for the Public Safety Department, it has only been utilized once in the past three years.

The ambulance has remained in good condition, but continues to lose value, as it goes unused. I propose selling the ambulance while it still has some value.

The elimination of the ambulance from our fleet of vehicles would also clear up space in the apparatus bay which will be needed during the upcoming renovation project of the lock-up facility. The first apparatus bay will be turned into a sally port for prisoner drop off's and pick up's. In order to create a sterile space for prisoner transfers we may need to move the cascade system (system used to refill the self-contained breathing apparatus) to Bay #4, where the ambulance currently is stored.

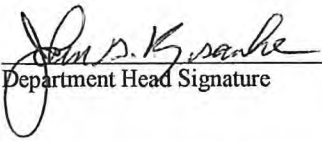
After requesting an appraisal of the below listed ambulance from several different companies, the only one received was from Kodiak Emergency Vehicle in Grand Ledge, Michigan. The appraisal is \$35,000.00 (see attached).

Year: 2008
Make: Chevrolet
Module Manufacturer: Braun
Model: C4500
Vin# 1GBE4V1928F401874
Color: Red
Current Mileage: 38,252

I currently have one potential buyer for the ambulance and wish to proceed with the sale. The City of Utica Fire Department has made an offer of \$35,000.00. Funds would be credited to the revenue account **101-000-694.200** (Sale of Assets).

If you have any questions concerning this matter please contact me.

Recommended for Approval as Submitted:


Department Head Signature

Treasurer/Comptroller Signature

APPROVED FOR COUNCIL CONSIDERATION:


City Administrator Signature



A KODIAK COMPANY

10120 W. GRAND RIVER HWY. GRAND LEDGE, MI 49837 • KODIAK-EV.COM

ESTIMATE

ESTIMATE TO:

Grosse Pointe Woods
Department of Public Safety

July 24, 2017

ESTIMATE FOR:

Module Manufacturer: Braun

Year: 2008

Make/Chassis: Chevrolet

Model/Chassis: C4500

VIN #: 1GBE4V1928F401874

Color: Red

Current Mileage: 38,252

MISC INFO:

All comparisons had over 100,000 miles and were priced at or around \$18,000. Estimated price below is based on the low mileage and vehicle being in good condition. The trade-in value for this vehicle is estimated at \$14,000.

ESTIMATE OF VALUE

\$35,000.00

August 14, 2017

Grosse Pointe Woods Dept. of Public Safety
ATTN: John G. Kosanke, Director
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

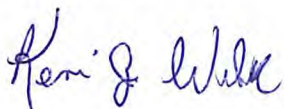
Subject: 2008 Braun Ambulance Purchase (VIN #1GBE4V1928F401874)

Dear Mr. Kosanke:

The City of Utica Fire Department would like to purchase one, 2008 Braun Ambulance equipped with stretcher, backboards, and misc. items from Grosse Pointe Woods Public Safety (per our conversation) for the appraised value of \$35,000. The Utica City Council has already approved the purchase. Hopefully, we can complete this action in a timely matter.

If you have any questions or concerns, please feel free to contact me.

Sincerely,



Kevin J. Wilseck, Fire Chief
City of Utica Fire Department
586-484-3558 (cell)



**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

FOR

CITY OF GROSSE POINTE WOODS

**SOLID WASTE COLLECTION
AND DISPOSAL PROGRAM**

AEW NO. 0160-0393

SEPTEMBER 2017

OWNER:

**CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA
GROSSE POINTE WOODS, MICHIGAN 48236**

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF GROSSE POINTE WOODS

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| Exhibit B: Hazardous Household Waste Collection Summary | |

ADVERTISEMENT FOR BIDS

CITY OF GROSSE POINTE WOODS, MICHIGAN

SOLID WASTE COLLECTION
AND DISPOSAL PROGRAM

AEW PROJECT NO. 0160-0393

RECEIPT OF BIDS

The City of Grosse Pointe Woods will receive sealed bids until 10:00 am local time on **Tuesday October 3, 2017** at the offices of the City Clerk, City of Grosse Pointe Woods, 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 at which time and place all bids will be publicly opened and read aloud.

SPECIFICATIONS

Specifications are on file and copies may be secured at no cost via the offices of Anderson, Eckstein and Westrick, Inc. (AEW) by registering as a planholder with AEW over the phone at (586) 726-1234 and obtaining download instructions.

The Work under this Contract generally consists of collecting, hauling, and disposal of mixed waste, recyclables, yard waste, and household hazardous waste generated from single family and multi-family households within the City of Grosse Pointe Woods.

BID SECURITY

A certified check, or the included Bid Bond, executed by the bidder and a surety company, payable to the City of Grosse Pointe Woods, 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

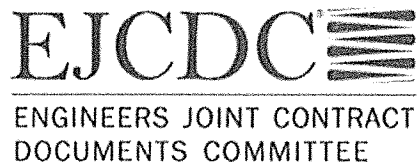
The City of Grosse Pointe Woods reserves the right to reject any or all bids and/or to waive any irregularities in bidding. The successful bidder will be required to furnish satisfactory performance bonds and insurance certificates.

BY: LISA K. HATHAWAY, MMC
City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236

DATED: September 2017

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract Documents and Supplementary Conditions. 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.
 - B. *Owner* – The City of Grosse Pointe Woods.
 - C. *Engineer* – Anderson, Eckstein and Westrick, Inc.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 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 authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- 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.
 - 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.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – BIDDER’S REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. promptly give 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;
 - E. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - F. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-Bid conference, if any, will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Attendance may be mandatory as stated in the Invitation or Advertisement to Bid. 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, sent via facsimile, or transmitted electronically, to all parties recorded as having received the Bidding Documents. Questions received less than seven 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, supplement, or change the Bidding Documents.

ARTICLE 7 – BID SECURITY

- 7.01 Bid Security is not required for this work.

ARTICLE 8 – PREPARATION OF BID

- 8.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form 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, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 8.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 8.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person 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.
- 8.04 A Bid by an individual shall show the Bidder’s name and official address.
- 8.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 8.06 All names shall be printed in ink below the signatures.
- 8.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 8.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 8.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 9 – BASIS OF BID

- 9.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes.
 - 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.
- 9.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit.

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 and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 10.02 A Bid shall be received 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 a plainly marked package with the Project title (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 package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Owner's office as identified in the Bid Form.
- 10.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 11 – MODIFICATION AND WITHDRAWAL OF BID

- 11.01 A Bid may be withdrawn by an appropriate document duly executed in the same 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 11.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 11.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 11.03 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 will reject the Bid of any Bidder that

Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

14.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder whose Bid is in the best interests of the Project.

14.03 Evaluation of Bids

- A. 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.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.

14.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

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 Grosse Pointe Woods 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 – BONDS AND INSURANCE

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

ARTICLE 16 – SIGNING OF AGREEMENT

- 16.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder.

PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL PROGRAM

CITY OF GROSSE POINTE WOODS, COUNTY OF WAYNE

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ARTICLE 1 – PROPOSAL RECIPIENT

1.01 This Proposal is submitted to:

*City of Grosse Pointe Woods
Lisa K. Hathaway, MMC, City Clerk
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236*

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 60 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

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

1. Base Bid

Weekly Collection, Cart System (Mixed Waste via Contractor Supplied Carts)

a. Single Family

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 1 | 6,570 | x | \$ | x | 52 | \$ |
| 2 | 6,570 | x | \$ | x | 52 | \$ |
| 3 | 6,570 | x | \$ | x | 52 | \$ |
| 4 | 6,570 | x | \$ | x | 52 | \$ |
| 5 | 6,570 | x | \$ | x | 52 | \$ |

Base Bid Item 1a Total (Year 1 Through 5) \$

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 6 | 6,570 | x | \$ | x | 52 | \$ |
| 7 | 6,570 | x | \$ | x | 52 | \$ |
| 8 | 6,570 | x | \$ | x | 52 | \$ |
| 9 | 6,570 | x | \$ | x | 52 | \$ |
| 10 | 6,570 | x | \$ | x | 52 | \$ |

Base Bid Item 1a Total (Year 6 Through 10) \$

b. Non-Residential

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 1 | 210 | x | \$ | x | 52 | \$ |
| 2 | 210 | x | \$ | x | 52 | \$ |
| 3 | 210 | x | \$ | x | 52 | \$ |
| 4 | 210 | x | \$ | x | 52 | \$ |
| 5 | 210 | x | \$ | x | 52 | \$ |

Base Bid Item 1b Total (Year 1 Through 5) \$

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|---|--------------|---|----------------------|---|--------------|---------------|
| b. Non-Residential (continued) | | | | | | |
| 6 | 210 | x | \$ | x | 52 | \$ |
| 7 | 210 | x | \$ | x | 52 | \$ |
| 8 | 210 | x | \$ | x | 52 | \$ |
| 9 | 210 | x | \$ | x | 52 | \$ |
| 10 | 210 | x | \$ | x | 52 | \$ |
| Base Bid Item 1b Total (Year 6 Through 10) | | | | | | \$ |

2. Alternate Bid

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

a. Single Family

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|---|--------------|---|----------------------|---|--------------|---------------|
| 1 | 6,570 | x | \$ | x | 52 | \$ |
| 2 | 6,570 | x | \$ | x | 52 | \$ |
| 3 | 6,570 | x | \$ | x | 52 | \$ |
| 4 | 6,570 | x | \$ | x | 52 | \$ |
| 5 | 6,570 | x | \$ | x | 52 | \$ |
| Alternate Bid Item 2a Total (Year 1 Through 5) | | | | | | \$ |

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|--|--------------|---|----------------------|---|--------------|---------------|
| 6 | 6,570 | x | \$ | x | 52 | \$ |
| 7 | 6,570 | x | \$ | x | 52 | \$ |
| 8 | 6,570 | x | \$ | x | 52 | \$ |
| 9 | 6,570 | x | \$ | x | 52 | \$ |
| 10 | 6,570 | x | \$ | x | 52 | \$ |
| Alternate Bid Item 2a Total (Year 6 Through 10) | | | | | | \$ |

b. Non-Residential

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 1 | 210 | x | \$ | x | 52 | \$ |
| 2 | 210 | x | \$ | x | 52 | \$ |
| 3 | 210 | x | \$ | x | 52 | \$ |
| 4 | 210 | x | \$ | x | 52 | \$ |
| 5 | 210 | x | \$ | x | 52 | \$ |

Alternate Bid Item 2b Total (Year 1 Through 5) \$

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 6 | 210 | x | \$ | x | 52 | \$ |
| 7 | 210 | x | \$ | x | 52 | \$ |
| 8 | 210 | x | \$ | x | 52 | \$ |
| 9 | 210 | x | \$ | x | 52 | \$ |
| 10 | 210 | x | \$ | x | 52 | \$ |

Bid Item 2b Total (Year 6 Through 10) \$

3. Recyclables, Cart System

Weekly Collection, and Disposal

a. Single Family

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 1 | 6,570 | x | \$ | x | 52 | \$ |
| 2 | 6,570 | x | \$ | x | 52 | \$ |
| 3 | 6,570 | x | \$ | x | 52 | \$ |
| 4 | 6,570 | x | \$ | x | 52 | \$ |
| 5 | 6,570 | x | \$ | x | 52 | \$ |

Alternate Bid Item 3a Total (Year 1 Through 5) \$

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 6 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 7 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 8 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 9 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 10 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |

Item 3a Total (Year 6 Through 10) \$

b. Non-Residential, Cart System

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 1 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 2 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 3 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 4 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 5 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |

Item 3b Total (Year 1 Through 5) \$

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 6 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 7 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 8 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 9 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 10 | <u>210</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |

Item 3b Total (Year 6 Through 10) \$

4. Yard Waste, Collection, and Disposal

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 1 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 2 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 3 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 4 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 5 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |

Bid Item 4 Total (Year 1 Through 5) \$

| <u>Year</u> | <u>Units</u> | | <u>Rate (Weekly)</u> | | <u>Weeks</u> | <u>Amount</u> |
|-------------|--------------|---|----------------------|---|--------------|---------------|
| 6 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 7 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 8 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 9 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |
| 10 | <u>6,570</u> | x | <u>\$</u> | x | 52 | <u>\$</u> |

Item4 Total (Year 6 Through 10) \$

5. Hazardous Household Waste Program
a. Hazardous Household Waste

| <u>Year</u> | <u>Pounds (Per Year)</u> | | <u>Rate Per Pound (Collection and Disposal)</u> | | <u>Amount</u> |
|-------------|------------------------------|---|---|--|---------------|
| 1 | <u>48,000</u> | x | <u>\$</u> | | <u>\$</u> |
| 2 | <u>48,000</u> | x | <u>\$</u> | | <u>\$</u> |
| 3 | <u>48,000</u> | x | <u>\$</u> | | <u>\$</u> |
| 4 | <u>48,000</u> | x | <u>\$</u> | | <u>\$</u> |
| 5 | <u>48,000</u> | x | <u>\$</u> | | <u>\$</u> |

Bid Item 5a Total (Year 1 Through 5) \$

| <u>Year</u> | <u>Pounds (Per Year)</u> | | <u>Rate Per Pound (Collection and Disposal)</u> | <u>Amount</u> |
|-------------|------------------------------|---|---|---------------|
| 6 | 48,000 | x | \$ _____ | \$ _____ |
| 7 | 48,000 | x | \$ _____ | \$ _____ |
| 8 | 48,000 | x | \$ _____ | \$ _____ |
| 9 | 48,000 | x | \$ _____ | \$ _____ |
| 10 | 48,000 | x | \$ _____ | \$ _____ |

Bid Item 5a Total (Year 6 Through 10) \$ _____

b. E- Waste

| <u>Year</u> | <u>Pounds (Per Year)</u> | | <u>Rate Per Pound (Collection and Disposal)</u> | <u>Amount</u> |
|-------------|------------------------------|---|---|---------------|
| 1 | 5,500 | x | \$ _____ | \$ _____ |
| 2 | 5,500 | x | \$ _____ | \$ _____ |
| 3 | 5,500 | x | \$ _____ | \$ _____ |
| 4 | 5,500 | x | \$ _____ | \$ _____ |
| 5 | 5,500 | x | \$ _____ | \$ _____ |

Bid Item 5b Total (Year 1 Through 5) \$ _____

| <u>Year</u> | <u>Pounds (Per Year)</u> | | <u>Rate Per Pound (Collection and Disposal)</u> | <u>Amount</u> |
|-------------|------------------------------|---|---|---------------|
| 6 | 5,500 | x | \$ _____ | \$ _____ |
| 7 | 5,500 | x | \$ _____ | \$ _____ |
| 8 | 5,500 | x | \$ _____ | \$ _____ |
| 9 | 5,500 | x | \$ _____ | \$ _____ |
| 10 | 5,500 | x | \$ _____ | \$ _____ |

Bid Item 5b Total (Year 6 Through 10) \$ _____

6. DPW Asphalt Road Patch Disposal

| <u>Year</u> | <u>Pick-Ups (Per Year)</u> | | <u>Rate (Per Pick-Up)</u> | <u>Amount</u> |
|--------------------------------------|--------------------------------|---|-------------------------------|---------------|
| 1 | <u>2</u> | x | \$ _____ | \$ _____ |
| 2 | <u>2</u> | x | \$ _____ | \$ _____ |
| 3 | <u>2</u> | x | \$ _____ | \$ _____ |
| 4 | <u>2</u> | x | \$ _____ | \$ _____ |
| 5 | <u>2</u> | x | \$ _____ | \$ _____ |
| Bid Item 6 Total (Year 1 Through 5) | | | | \$ _____ |
| | | | | _____ |
| | | | | _____ |
| 6 | <u>2</u> | x | \$ _____ | \$ _____ |
| 7 | <u>2</u> | x | \$ _____ | \$ _____ |
| 8 | <u>2</u> | x | \$ _____ | \$ _____ |
| 9 | <u>2</u> | x | \$ _____ | \$ _____ |
| 10 | <u>2</u> | x | \$ _____ | \$ _____ |
| Bid Item 6 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: _____ Facsimile: _____

SUBMITTED on _____, 20____.

**SOLID WASTE
COLLECTION AND DISPOSAL
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 64 gallon capacity for mixed waste, and 64 gallon capacity for recyclables.

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 an executed contract with the Municipality to provide such services.

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

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.

Designated Coordinator: The individual designated by the Municipality to administer this Contract. This person is authorized to make minor adjustments in quantities.

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.

Municipality: The City, Town, Village, Township, or County within which the Contractor will perform the contract for the solid waste service.

Owner: The municipality, authority, or entity with which the Contractor has contracted with to perform the solid waste services, and has agreed to pay the Contractor for the performance of the contracted services.

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.

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 Owner will award the contract based upon services offered for the first five (5) years of the contract. The Owner may elect to extend the contract for an additional five (5) years at the rates provided in the proposal. The Owner 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.

All proposals will be evaluated by the Municipality and scored on a performance based methodology with a weighted score of 60 percent based on price and 40 percent based on experience, references, and fleet age.

The work under this contract shall consist of collection and disposal of mixed waste, recyclables, yard waste, and household hazardous waste which is generated by single-family residence and the Municipality.

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

B. MIXED WASTE COLLECTION AND HAULING

Mixed waste collection and hauling 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 and non-residential businesses (excluding dumpsters).

This portion of the Contract will be bid on the basis of providing weekly collection and hauling for all single family and non-residential mixed waste materials including Municipal dumpsters. The Contractor takes title to the mixed waste upon pick-up and shall **dispose of the mixed waste materials at Detroit Renewable Energy, 5700 Russell Street, Detroit, Michigan 48226.**

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

For **Cart-System** pickup operations, mixed waste shall be collected at the curbside from **Contractor supplied 64 gallon carts**. Recycling shall be collected at the curb side from 64 gallon containers supplied by the Contractor.

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.

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. **RECYCLING, COLLECTION AND DISPOSAL**

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

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 Owner and the Contractor. All collected recyclable materials shall be delivered to a RRF for processing.

Recyclable materials will be collected from **Contractor supplied 64 gallon carts**. Property owners will receive one recycling cart per residence. Additional carts are to be purchased from the Contractor. Contractor must collect all existing recycling carts and deliver to the DPW for return to the current service provider.

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".

D. **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 Owner for distribution to its residents. The stickers shall be supplied at no cost to the Owner.

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.

Disposal shall be at an acceptable composting site of the Contractor's choosing.

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. Disposal: Removal of all existing recycling curb carts.

E. HOUSEHOLD HAZARDOUS WASTE PROGRAM (HHW)

Twice each year, in April and October, the Contractor will set up and conduct an HHW Program for the residents of the City. The City will make available a site located at the Department of Public Works for this event. Materials typically accepted to the HHW Program include:

Automotive Products

- | | |
|-----------------------------|----------------------|
| - battery acid | - brake fluid |
| - gasoline | - transmission fluid |
| - cleaners, waxes, polishes | - antifreeze |

Lawn/Garden Products

- | | |
|---------------|----------------|
| - pesticides | - weed killers |
| - fertilizers | - poisons |

Household Products

- | | |
|----------------------------|-------------------------------|
| - oven cleaner | - oil based paint |
| - drain cleaner | - muriatic acid |
| - rat/ant poison | - pool chemicals |
| - degreasers | - photography chemicals |
| - lighter fluid | - unused aerosols |
| - nail polish and remover | - products containing mercury |
| - solvents | - fluorescent tubes |
| - non-narcotic medications | - compact fluorescent lamps |

Computers and E-Waste

- | | |
|-----------------------------------|----------------------|
| - computers/laptops | - cell phones |
| - monitors | - mp3 players, iPods |
| - mice, keyboards, computer parts | - pda |
| - printers, faxes, scanners | |

Materials that will **NOT** be accepted are:

- Used motor oil and filters
- Latex (water based) paint
- Automotive/marine batteries
- Propane tanks
- Ammunition and explosives

Smoke detectors
Syringes and sharps
Household Batteries

Based upon 2012 data, the Grosse Pointe Woods Hazardous Household Waste Collector (HHW) generated 48,000 lbs. tons of HHW and 5,500 lbs. of E-waste. A collection summary is provided in Appendix B. Billings will be based upon final weights delivered to the disposal facility. Load tickets will be required to document the final billing amounts.

The Contractor shall provide all necessary labor (chemists, technicians, laborers, etc.) necessary for the receipt of, identification of, and labeling of, household hazardous materials and completion of all required manifest forms. The Contractor shall be responsible for setting up and breaking down the Household Hazardous Waste Program, obtaining appropriate permits and transporting all hazardous materials received to a properly licensed and permitted hazardous waste disposal facility. The Contractor shall act as generator of all hazardous material collected under this program for the purpose of completing manifest forms, and shall assume all related responsibilities and obligations.

F. DPW ASPHALT PATCH DISPOSAL

The DPW produces excess asphalt patching material requiring pick-up and disposal. The materials are placed in three (3)-55 gallon steel drums provided by the Contractor on a twice a year basis. The contractor is required to provide three (3), empty, 55 gallon drums with each pick-up of the drums for disposal. The drums and the asphalt materials shall be disposed of by the contractor at an appropriate facility accepting asphalt materials.

The Contractor takes title upon pick-up of the drums at the DPW. The Contractor' cost shall include pick-up of the full drums, disposal of the asphalt materials, and providing three (3) drums for future disposal.

G. CART SYSTEM CONTAINERS/CONTRACTOR PROVIDED

The Contractor will provide each residence with a 64 gallon cart for mixed waste, and a 64 gallon cart for recycling. The Contractor must allow for a variation in collection methods during the transition period as the Contractor distributes the carts. Cost for the transition period must be included in the pricing for the cart system collection.

The Contractor is responsible to pick up and deliver carts to new customers, swap carts, and make repairs to damaged carts at no additional cost to the Municipality. Additionally, the Contractor shall provide storage for up to 100 carts for distribution to the 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 colors shall be a brown tone for mixed waste and a dark blue tone for recyclables. The Owner reserves the right to alter the color selection upon the award of contract at no additional cost. The interior surface must be smooth and free from obstructions that would cause material to become trapped. The exterior shall have a matte finish. The container must have a minimum wall thickness of .175" throughout the body of the container. The container must have a minimum wall thickness of .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 ¾" 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 Municipal logo and name. 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, the Municipal logo, no company logo, and in the following sizes:

| | |
|--------------|-----------------------------|
| Mixed Waste: | 64 gallon, earth tone brown |
| Recyclables: | 64 gallon, dark blue |

The cost to provide carts for both the Mixed Waste and Recyclable can system operations shall be spread over each of the five (5) contract years for the bid items "Mixed Waste Collection and Disposal" and "Recyclables, Collection and Disposal". The carts will become the property of the homeowners after completion of the five (5) year contract.

H. SERVICE CUSTOMER DISTRICT

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

| | |
|-------------------------------------|---------------------|
| Single and Multi-Family Residences: | 6,570 |
| Non-Residential | 210 |
| City Dumpster Sites | 5 |
| Mixed Waste Tonnage | 5,900 Tons per Year |
| Yard Waste Tonnage | 4,100 Tons per Year |
| Recycling | 1,250 Tons per Year |

SECTION 3 OTHER SERVICES REQUIRED

The Contractor shall provide the following additional services:

A. MUNICIPAL DUMPSTER, COLLECTION, AND DISPOSAL

The Contractor shall provide complimentary dumpsters to all of the Municipal 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> |
|----------------------|----------------------|----------------------------|
| Municipal Offices | 1-5 cy | 1 |
| Public Works | 2-5 cy | 1 |
| Lake Front Park | 1- 5 cy | 1 |
| Public Works | 1-30 cy | 3 (See Below) |
| Total | 5 Dumpsters | |

The 30 cy roll-off dumpster shall be picked up three (3) times per week, May through September, and on an as-needed basis, October through April.

The cost for Municipal Dumpster Collection shall be included in the cost for the base bid and 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 Solid Waste Collection and Disposal program, shall commence on January 1, 2018.

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 Owner on a monthly basis in accordance with the values contained in the proposal and as outlined in the Contract. The Owner shall pay the Contractor for the proper performance of the services within thirty (30) 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. 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.

Mixed waste shall be **disposed of by the Contractor at Detroit Renewable Energy (DRE)**. Disposal fees are paid directly by the Owner under a separate agreement with the DRE, and are not to be included in the Contractor's pricing.

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 approved disposal sites.

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 Owner 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 Owner, 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 Owner upon demand, without delay.

E. 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 Owner, 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 Owner. 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 Owner.

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 Owner.

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

3. Liability Insurance

An ACORD certificate of insurance or its equivalent shall be furnished to the Owner evidencing insurance in force for the duration of and applicable to this contract in an insurance company acceptable to the Owner with these minimums. Insurance limits may be increased or decreased within the reasonable discretion of the Owner. 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 Owner is named as additional insured on a primary basis over which any other insurance available to the Owner shall be excess, and all insurance available to the Owner 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 Municipality, 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 Owner 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 Owner, 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 Owner directly or indirectly in connection with the contract or acts and omissions of the Owner, 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 Owner's 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 Owner 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 Owner 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 Owner 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 Owner's Attorney 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 Owner, best A rated and licensed to do business in the State of Michigan.

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

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 Grosse Pointe Woods affecting those engaged in the work to be done under this contract; and the Contractor hereby expressly binds itself to indemnify and save the Municipality and its officers, officials and employees harmless from all suits, claims or actions of every manner and description brought against the City of Grosse Pointe Woods 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 Owner 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 Owner, 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 Owner 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 local regulatory authority.
3. Each collection vehicle shall be kept in mechanically safe and sanitary condition at all times and, to insure compliance herewith, the Owner 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 Owner's name 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 Owner 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 Owner 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, if requested.

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 Owner 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 Owner 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 Designated Coordinator shall be the final arbitrator of any disputes regarding the applicability of the penalty provision herein.

F. SCHEDULES AND ROUTES

The Owner intends to institute a **Monday through Thursday collection schedule** as shown on the Municipal map contained in Appendix A. 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

7:30 a.m. and 6:00 p.m. of the day scheduled for collection. Holiday schedules may require work on a Friday. 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 Municipal collection program whose duties shall be directly related to the efficient, coordinated pickup of solid waste including recyclables in the Municipality. 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 Owner and make personal contact with Owner's representative on pick-up days.

I. LOAD RECEIPTS

The Contractor shall provide to the Owner on a quarterly week basis, all copies of signed daily load receipts for all mixed waste materials collected and delivered by the Contractor showing the rates, types of materials, and quantities delivered to the disposal site. Load receipts shall be in tons. Contractor shall also furnish, the Owner on a monthly basis, the tons of recyclables, tons of yard waste, and the quantity of large brush pick-ups. While it is understood that the Contractor will not be paid on this basis for the recyclables and yard waste, the information is required for total analysis of the waste stream.

J. HOLIDAYS

Collection shall not be scheduled on the following holidays:

| | | |
|----------------|------------------|-------------------------|
| New Year's Day | Memorial Day | 4 th of July |
| Labor Day | Thanksgiving Day | Christmas Day |

The Owner intends to institute a Monday through Thursday collection schedule. When the above holidays fall during the week, the collection schedules are to be moved back one (1) day so that all collections will occur between Monday through Friday.

K. 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 Municipality 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.

L. COMPLAINTS

All complaints of residents concerning the collection and removal of mixed waste, recyclables, and yard waste received by the Owner 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 coordinator, 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.

M. 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.

N. TAGGING NONCONFORMING CONTAINERS OF SOLID WASTE

If at any time any form of solid waste is not collected because of nonconformance to the Municipal 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.

O. 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 Owner 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 Owner expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.
8. Prior to promulgating new rules, the Municipality shall consult with the Contractor.

P. 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 Municipality 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 courts and tribunals. No additional charge shall be imposed for the performance of these services. For delinquent work, where the Owner 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.

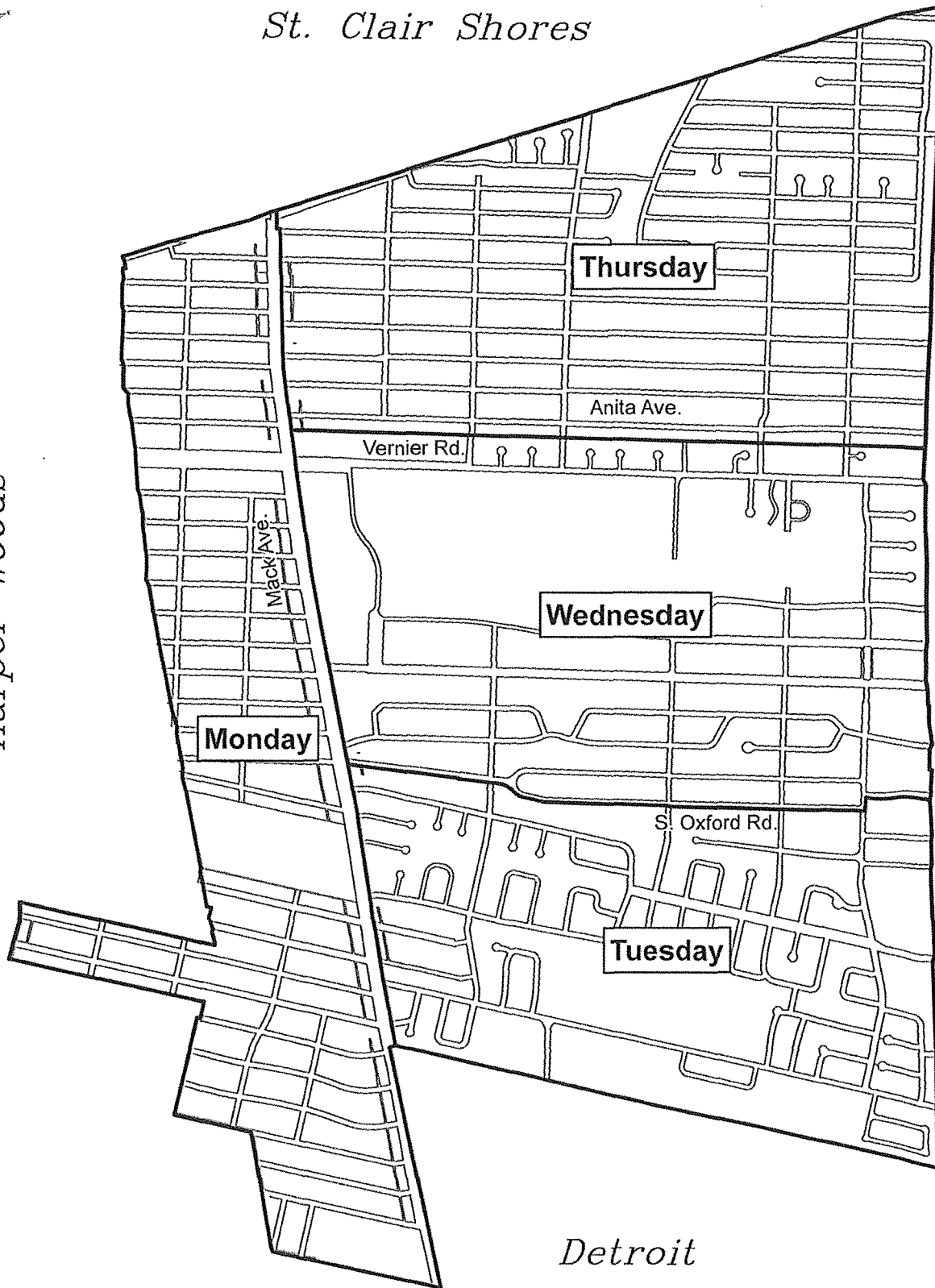
EXHIBIT A

SOLID WASTE SCHEDULE MAP



St. Clair Shores

Harper Woods



Grosse Pointe Shores

Detroit

Legend

Trash Districts



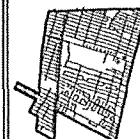
**ANDERSON, ECKSTEIN
AND WESTRICK, INC.**
Civil Engineers • Surveyors • Architects
3160 Grosse Pointe Woods Boulevard, Grosse Pointe Woods, MI 48236
Phone: 313.568.1234 Fax: 313.568.1235

| | | | |
|--------------|-----------------|--------------|---------------------|
| DATE PRINTED | August 16, 2017 | DATE CREATED | August 16, 2017 |
| SCALE | NTS | MAP DOCUMENT | Water Districts.mxd |
| PROJECT NO. | 0160-0391-0 | CREATED BY | END |
| | | CHECKED BY | END |



City of Grosse Pointe Woods

Solid Waste Districts



| | |
|------------------------------------|--------------------|
| REFERENCE SHEET NUMBER INDEX | PAGE NAME INDEX |
|------------------------------------|--------------------|

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CAUTION

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JUDGMENTS ARISING FROM THE USE OF
THIS INFORMATION.

EXHIBIT B

**HAZARDOUS HOUSEHOLD WASTE
COLLECTION SUMMARY**



ERG
ENVIRONMENTAL
SERVICES

HHW Collection Summary

13039 MERRIMAN ROAD, SUITE 200
LIVONIA, MICHIGAN 48150-1816
734.437.9650 (P) • 734.437.9651 (F)

GROSSE POINTE WOODS

| | |
|-----------------|-------------------------|
| COLLECTION DATE | October 15, 2016 |
| # OF VEHICLES | 542 |
| EVENT LOCATION | Grosse Pointe Woods DPW |

| TYPE OF MATERIAL | # OF CONTAINERS | CONTAINER SIZE & TYPE | TOTAL WEIGHT | UNIT |
|----------------------------------|-----------------|-----------------------|--------------|------|
| Flammable Liquid | 5 | 55 Gal Drum | 2,008 | lbs |
| Oil Paint | 0 | Cubic Yard | 0 | lbs |
| Latex Paint | 25 | Cubic Yard | 13,060 | lbs |
| Aerosol Cans | 2 | Cubic Yard | 794 | lbs |
| Acidic Products | 1 | 55 Gal Drum | 184 | lbs |
| Caustic/Basic Products | 1 | 55 Gal Drum | 138 | lbs |
| Toxic Products | 2 | Cubic Yard | 1,217 | lbs |
| Herbicides & Pesticides | 2 | Cubic Yard | 825 | lbs |
| Fire Extinguishers | 12 | Each | 72 | lbs |
| Propane | 1 | Cubic Yard | 143 | lbs |
| Expired Medicines | 2 | 55 Gal Drum | 230 | lbs |
| Medical Waste Sharps | 1 | 55 Gal Drum | 77 | lbs |
| Smoke Detectors | 1 | 5 Gal Drum | 10 | lbs |
| Reactives | 1 | Pail | 2 | lbs |
| Electronics | 3 | Pallet | 1,505 | lbs |
| Fluorescent Lamps | 1 | Pallet | 389 | lbs |
| Lithium Batteries | 1 | Pail | 19 | lbs |
| Mixed Household Batteries | 4 | 55 Gal Drum | 1636 | lbs |
| Mercury Devices | 1 | Pail | 3 | lbs |
| PCB Ballasts | 1 | 55 Gal Drum | 22 | lbs |
| TOTAL WEIGHT FOR THIS COLLECTION | | | 22,334 | LBS |



ERG
ENVIRONMENTAL
SERVICES

HHW Collection Summary

13040 MERRIMAN ROAD, SUITE 200
LIVONIA, MICHIGAN 48150-1816
734.437.9650 (P) • 734.437.9651 (F)

GFL-GROSSE POINTE WOODS

| | |
|-----------------|-------------------------|
| Collection Date | April 22, 2017 |
| # of Vehicles | 558 |
| Event Location | Grosse Pointe Woods DPW |

| Type of Material | # of Containers | Container Size & Type | Total Weight | Unit | Treatment Category* |
|----------------------------------|-----------------|-----------------------|--------------|------|---------------------|
| Flammable Liquid | 4 | 55 Gal Drum | 1,842 | lbs | ER |
| Oil Based Paint | 2 | Cubic Yard | 1,028 | lbs | ER |
| Latex Paint | 30 | Cubic Yard | 16,740 | lbs | RC |
| Aerosol Cans | 2 | Cubic Yard | 796 | lbs | ER |
| Acidic Products | 1 | Cubic Yard | 245 | lbs | ST |
| Caustic/Basic Products | 1 | Cubic Yard | 229 | lbs | ST |
| Toxic Products | 3 | Cubic Yard | 1,671 | lbs | ST |
| Herbicides & Pesticides | 2 | Cubic Yard | 1,075 | lbs | ST/DI |
| Oil | 0 | Tote | 0 | lbs | RC |
| Antifreeze | 0 | 55 Gal Drum | 0 | lbs | RC |
| Fire Extinguishers | 9 | Each | 29 | lbs | RC |
| Propane | 1 | Crate | 137 | lbs | RC |
| Expired Medicines | 2 | 55 Gal Drum | 180 | lbs | ST/DI |
| Medical Waste Sharps | 1 | 55 Gal Drum | 51 | lbs | AUTOCLAVE |
| Smoke Detectors | 2 | Pail | 22 | lbs | RC/LF |
| Reactives | 2 | Pail | 13 | lbs | DI |
| Electronic Equipment | 4 | Pallets | 2,067 | lbs | RC |
| Automotive Batteries | 1 | Cubic Yard | 524 | lbs | RC |
| Household Batteries | 4 | 55 Gal Drum | 1,729 | lbs | RC |
| Fluorescent Lamps | 4 | Pallet | 435 | lbs | RC |
| Lithium Batteries | 2 | Pail | 46 | lbs | RC |
| Mercury Devices | 1 | Pail | 8 | lbs | RC |
| PCB Ballasts | 1 | 55 Gal Drum | 17 | lbs | LF |
| Total Weight for this Collection | | | 28,884 | lbs | |

*Treatment Categories

RC = Recycling · ST = Stabilization · ER = Energy Recovery · DI = Destructive Incineration · LF = Landfill