



IRONWOOD
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**CITY OF IRONWOOD
MICHIGAN**

CONTRACT SPECIFICATIONS

**AND
RELATED DOCUMENTS**

**FOR
COLLECTION, TRANSFER, AND DISPOSAL
OF
RESIDENTIAL REFUSE**

(NOVEBER 1, 2024 — OCTOBER 31, 2029)

BID ADVERTISEMENT

The City of Ironwood, Michigan, is soliciting bids for the curbside pickup, transfer, and disposal of residential solid waste generated in the City of Ironwood.

Sealed offers will be received by the Ironwood City Clerk, 213 S. Marquette Street, Ironwood, Michigan, until 10:00 A.M. local time, Thursday, August 1, 2024, at which time the bids shall be read aloud.

Bidding documents may be obtained from the Ironwood City Clerk, 213 S. Marquette Street, Ironwood, Michigan 49938.

The City reserves the right to accept or reject any and all bids.

For information, contact the City Manager or Bob Tervonen at (906) 932-5050.

Jennifer Jacobson, City
Clerk

REQUEST FOR PROPOSALS

For Solid Waste Collection and Disposal
City of Ironwood, Michigan

Sealed Proposals are invited and will be received by the City of Ironwood, Michigan, for collection and disposal of solid waste for a period of five years.

The period of the Contract will begin on or about November 1, 2024, and continue through October 31, 2029.

Proposals must be made on the Proposal Forms and in accordance with instructions to Proponents furnished by the office of the City Clerk.

The defined terms appearing in the General Specifications apply to all Contract Documents.

Proposals must be delivered to, and be on file with, the Department on or before 10:00 A.M. August 1, 2024. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Solid Waste Collection and Disposal".

Proposals will be publicly opened and read at 10:00 A.M, on the aforementioned date in the offices of the City Clerk. The selected Proponent will be awarded the Contract through a resolution of the City approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

A proposal bond or certified check must accompany the Proposal, in accordance with the Instructions to Proponents.

The City reserves the right to accept or reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

City of Ironwood, Michigan

Dated: _____ By: _____

Paul Anderson
CITY MANAGER

INSTRUCTIONS TO PROPONENTS

SOLID WASTE COLLECTION AND DISPOSAL

1. RECEIPT AND OPENING OF PROPOSALS

The City of Ironwood, Michigan invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately filled in. Proposals will be received at the office of the City Clerk of the City until 10:00 A.M. Central Standard Time, August 1, 2024 and publicly opened and read aloud in the City Clerk's Office of the City at 10:00 A.M. Central Standard Time, on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to City Clerk, City of Ironwood, Michigan, and plainly marked "Proposal for Solid Waste Collection and Disposal.

2. PREPARATION OF THE PROPOSALS

All Proposals must be prepared and signed by the Proponent in the form attached hereto and without removal from this bound pamphlet. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewriter, in both words and figures.

If a unit price or a lump sum already entered by the Proponent on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Proponent in ink.

The Proposals received will be compared on the basis of the summation of the lump sum amounts bid and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the Proposal and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the proposal shall govern and any errors found in said products, and in the addition, will be corrected.

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Proponent, his address, and plainly marked "Proposal for Solid Waste Collection and Disposal". If forwarding by mail, the sealed envelope containing specified in the Proposal. The City may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposal or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered.

3. PROPOSAL SECURITY

Each Proposal must be accompanied by a bond or a certified check of the Proponent, drawn on a national bank, in an amount equal to Five Thousand Dollars (\$5,000.00), as a guarantee on the part of the Proponent that he/she will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Proponent), to do the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Proponent have executed the Contract, or, if no Proponent's Proposal has been selected within ninety (90) days after the date of the opening of Proposal, upon demand of the Proponent at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Proponent by certified mail, return receipt requested.

The Proponent to whom the Contract shall have been awarded will be required to execute one (1) copy of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the City and the selected Proponent) and to furnish insurance certificates, all as required. In case of his/her refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Proponent will be considered to have abandoned all his rights and interests in the award, and Proponent's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Proponent or the work re-advertised for Proposals as the City may elect.

5. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the Performance Bond (the amount of which shall be equal to 100% of the estimated first year's value of the Contract) will be furnished by it to the person submitting the Proposal in the event he/she is the successful Proponent. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The successful Proponent will be required to furnish a performance bond (the amount of which shall be equal to 100% of the estimated first year's value of the Contract) as security for the faithful performance of this Contract. The performance bond shall remain in effect for the full length of the contract (5 years).

The premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Michigan.

6. POWER OF ATTORNEY

Attorney-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

8. CONDITIONS

Each Proponent shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proponents shall thoroughly examine and be familiar with the Specifications.

The failure or omission of any Proponent to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Proponents.

The Proponent shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

The Proponent's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATION

Explanations desired by a prospective Proponent shall be requested of the City in writing, and if explanations are necessary, and reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proponent. Every request for such an explanation shall be in writing addressed to the City Clerk, City of Ironwood. Any verbal statements regarding the same by any person, previous to the award, shall be un-authoritative and not binding.

Addenda issued to Proponents prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Proponents (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

10. NAME, ADDRESS AND LEGAL STATUS OF THE PROPONENT

The Proposal must be properly signed in ink and the address of the Proponent given. The legal status of the Proponent, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporation by-laws and shall also list the state in which it is incorporated. A partnership Proponent shall give full names of all partners. Partnership and individual Proponents will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Proponent, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Proponent is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with the Proposal, legal evidence of his authority to do so.

11. COMPETENCY OF PROPONENT

The opening and reading of the Proposal shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent. The City reserves the right to determine the competence and responsibility of a Proponent from its knowledge of the Proponent's qualifications or from other sources.

The City shall require submission with the Proposal of certified supporting data regarding the qualifications of the Proponent in order to determine whether he/she is a qualified, responsible Proponent. The Proponent will be required to furnish any or all of the following information sworn to under oath by him:

- (a) An itemized list of the Proponents equipment available for use on the Contract.
- (b) A copy of the latest available certified financial statement of the Proponent (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Proponent is in good standing in the State of Michigan and/or Wisconsin, and, in the case of corporation organized under the laws of any other State, evidence that the Proponent is licensed to do business in the State of Michigan or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) A copy of the State license for any landfill and/or transfer stations facility proposed for use during prosecution of the contract.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Proponent in order to determine whether he is a qualified, responsible Proponent, the Proponent may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Proponent is capable of commencing performance as required in the contract Documents.
- (b) Evidence, in form and substance satisfactory to City, that Proponent has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal.
- (c) Evidence, in form and substance satisfactory to City, that Proponent possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (d) Evidence, in form and substance satisfactory to City, that Proponent's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.
- (e) Such additional information will satisfy the City that the Proponent is adequately prepared to fulfill the Contract.

The Proponent may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

12. DISQUALIFICATION OF PROPONENTS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proponent and the rejection of his Proposal:

- (a) Evidence of collusion among Proponents.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.

- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform.

13. BASIS OF THE PROPOSAL

Proposals with respect to refuse collection and disposal are solicited on the basis of rates for each type of work. Proposals will be compared on the basis of the summation of the rates proposed. The rates, as written out in words in the Proposal, shall govern and any errors found will be corrected.

14. QUANTITIES

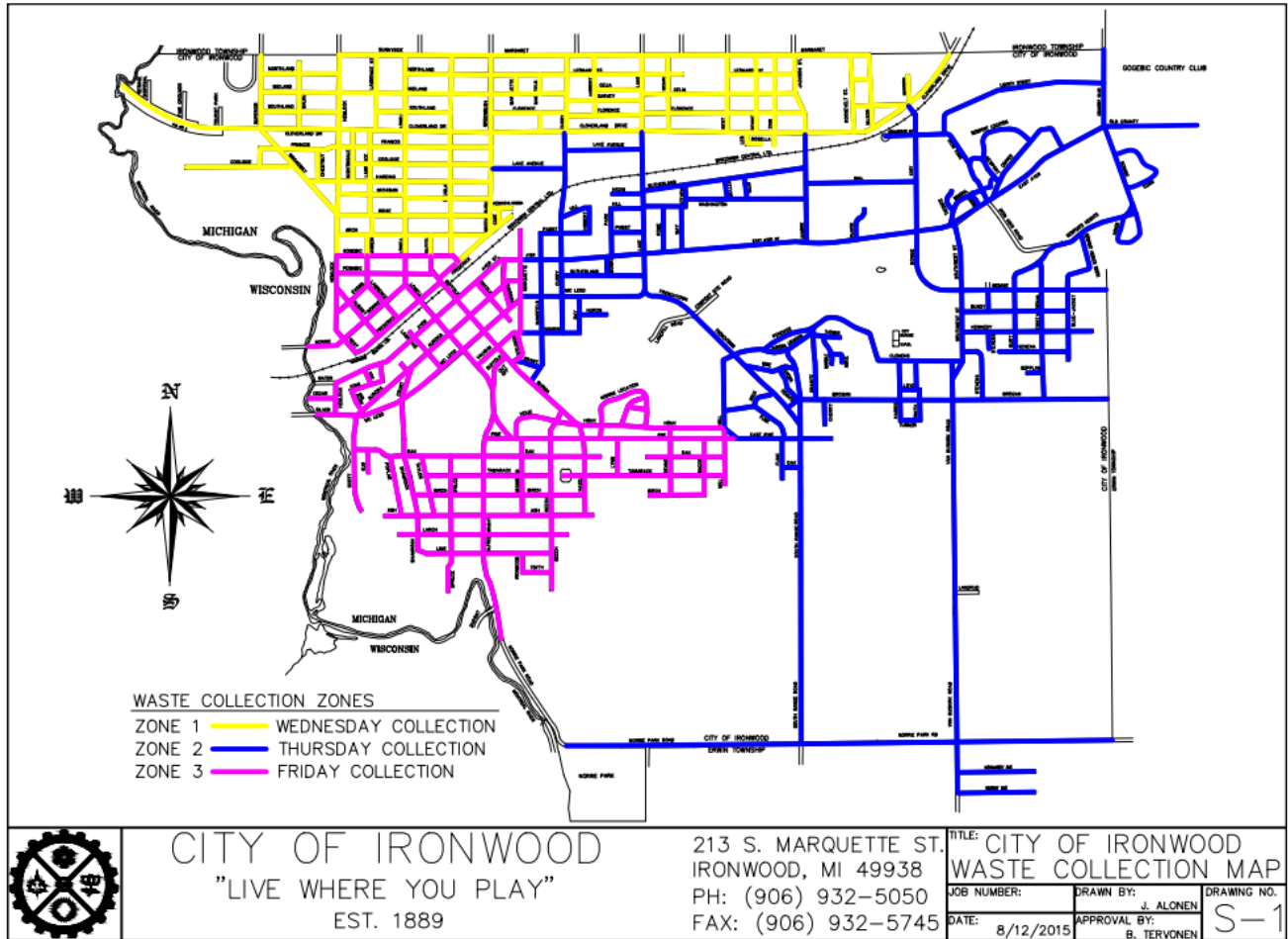
The City estimates that the number of Residential Units to be initially serviced under the Contract is 2357. The number of units billed for each 12-month period (i.e. Nov 1 2024 – Oct 31 2025) will be based on the previous 12 month average number of units (i.e. Nov 1 2023 - Oct 31, 2024). That same number of units will be used for the monthly billing for the entire 12-month period.

15. METHOD OF AWARD

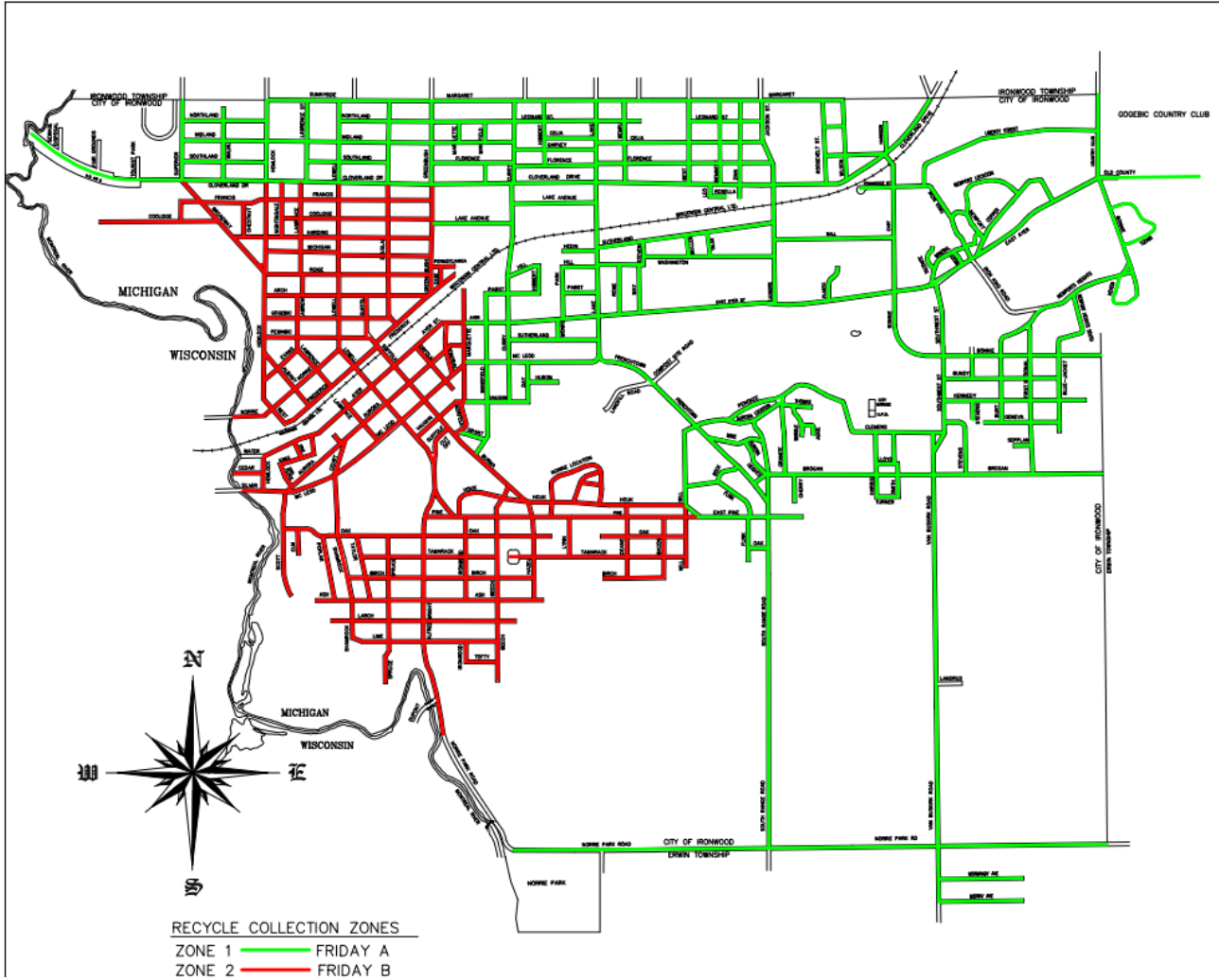
The City reserves the right not to accept any Proposal or, to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the City. The City intends that the Contract shall be awarded within thirty (30) days following the date that Proposals are publicly opened and read.

16. SERVICE

- Provide one 64-gallon wheeled trash container to each home (2357). The cost of the container should be included within the weekly unit prices below. These containers are to be picked up curbside weekly on the days shown in the map below.


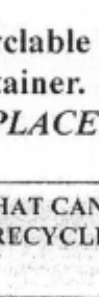
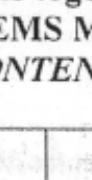
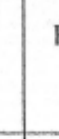
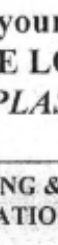
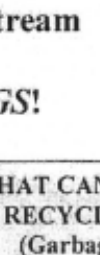


- Provide one 96-gallon wheeled recycling container to each home (2357). The cost of the container should be included within the weekly unit prices below. These containers are to be picked up curbside every other Friday as shown in the map below.



- Recycling shall include the following:

**Place all recyclable items together in your Single Stream Container. ITEMS MUST BE LOOSE!
DO NOT PLACE CONTENTS IN PLASTIC BAGS!**

ACCEPTABLE	WHAT CAN BE RECYCLED	CLEANING & PREPARATION	WHAT CAN'T BE RECYCLED (Garbage)
Aluminum 	Cans, Pie Tins (crushed) & Clean Aluminum Foil	Rinse Clean	<ul style="list-style-type: none"> Food Containers
Glass 	Bottles and Jars <u>ONLY</u> Any Color	Rinse Clean Remove and Recycle Lids & Caps	<ul style="list-style-type: none"> Windows Mirrors Light bulbs Dishes or Ceramics
Plastic 	Milk, Soda and Detergent Bot- tles. Any Containers Marked #1 through #7 	Rinse Clean Remove and Recycle Lids & Caps	<ul style="list-style-type: none"> Oil Bottles Styrofoam Hard Plastic Syringes Plastic Film, Plates & Plastic Bags
Scrap Metal, Tin & Steel Cans 	Steel Aerosol Cans (must be empty—no caps), Food & Pet Food Cans, Metal Pots, Pans & Utensils. Small Metal Household Appliances (toaster, blenders, etc.), Small Metal Plumbing Fixtures & Pipes (faucets, valves & pipes 2"-12" long) & Misc. Scrap (limit 2ft x 2ft; 35lbs)	Rinse Clean	<ul style="list-style-type: none"> Cardboard-Sided Cans
All Paper Products 	Newspapers, Magazines, Card- board, Card Stock, Office Paper, Books-hardcover (covers re- moved), Envelopes, Cereal & Food and Beverages Boxes, Computer Printouts, File Folders, Glued Pads, Tablets, Phone Books, Post-it Notes, Milk & Juice Cartons, Wrapping Paper (no foil or ribbon), Junk Mail, Shredded Paper (must be in paper bag & stapled close), Empty Paper Towel & Toilet Paper Rolls.	Break Down all Large Items to Maximize Space.	Bathroom Waste Paper, Car- bon Paper, Cellophane, Cloth, Cork, Foil, Waxed anything, Candy Wrappers, Napkins, Photographs, Fiberboard, La- bels and Label Backings.

- All residents with current utilities are required to use trash service through City.
- If a larger 96-gallon container is needed for garbage service, one will be provided at an additional charge of \$___ per month billed directly from the provider to the homeowner.
- For pickup and removal of additional garbage bags that don't fit in your container, garbage stickers are available for purchase at the Ironwood Memorial building for \$_____ each. Purchased stickers should be adhered to each additional garbage bag and then place next to your roll out container for pick up.
- All residents are asked to have their refuse placed at the curb NO LATER THAN 6:00 AM on their scheduled pickup day.
- A spring and fall garbage cleanup day will be included within the monthly fees as stated within the bid form.
- Garbage and recycling can be hauled to licensed location of the provider's choice. State approval documentation to be provided to the City of Ironwood.
- All scope shall be provided as shown and is further described in the bid form. As alluded to in the bid form, unit prices will be provided in the bid form for the clean-up day event. The Contractor shall include the stated scope w/in the unit prices for regular garbage and recycling. Once actual quantities are determined after each of the two annual events, the Contractor will either bill the City of Ironwood (using the stated unit prices in the bid form) for any overages or issue a credit statement to the City of Ironwood for an amount that wasn't used.
- Alternative scopes and fee structure will be considered by the City of Ironwood. However, the scope and structure within the bid form is desired by the City Commission at this time and will be considered the Base Bid Scope of Services to which the City will begin to evaluate the proposals by. Alternative scopes proposed by the bidder shall be listed as an Alternative.

SOLID WASTE COLLECTION AND DISPOSAL GENERAL SPECIFICATIONS

1.0 DEFINITIONS

- 1.01 Bags
- 1.02 Bulky Waste
- 1.03 Bundle
- 1.04 City
- 1.05 Construction Debris
- 1.06 Container
- 1.07 Contract Documents
- 1.08 Contractor
- 1.09 Dead Animals
- 1.10 Disposal Site
- 1.11 Garbage
- 1.12 Hazardous Waste
- 1.13 Producer
- 1.14 Refuse
- 1.15 Residential Refuse
- 1.16 Residential Unit
- 1.17 Rubbish
- 1.18 Stable Matter

2.0 SCOPE OF WORK

3.0 TYPE OF COLLECTION

- 3.01 Service Provided
- 3.02 Location of Containers, Bags and Bundles for Collection

4.0 OPERATION

- 4.01 Hours of Operation
- 4.02 Routes of Collection
- 4.03 Holidays
- 4.04 Complaints
- 4.05 Collection Equipment
- 4.06 Office
- 4.07 Hauling
- 4.08 Disposal
- 4.09 Notification
- 4.10 Point of Contact

5.0 COMPLIANCE WITH LAWS

6.0 EFFECTIVE DATE

7.0 NONDISCRIMINATION

8.0 INDEMNITY

9.0 LICENSES AND TAXES

10.0 TERM

11.0 INSURANCE

12.0 BOND

- 12.01 Performance Bond

- 12.02 Power of Attorney
- 13.0 BASIS AND METHOD OF PAYMENT**
- 13.01 Rates
- 13.02 City to Act as Collector
- 13.03 Delinquent and closed accounts
- 13.04 Contractor Billing to City
- 14.0 TRANSFERABILITY OF CONTRACT**
- 15.0 EXCLUSIVE CONTRACT**
- 16.0 OWNERSHIP**

1.0 DEFINITIONS

- 1.01 Bags - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 pounds.
- 1.02 Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights of volumes greater than those allowed for Containers.
- 1.03 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 35 pounds in weight.
- 1.04 City - City of Ironwood, Michigan.
- 1.05 Construction Debris - Waste building materials resulting from construction, remodeling, repair of demolition operations.
- 1.06 Container - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 60 pounds.
- 1.07 Contract Documents - The Request for Proposals, Instructions to Proponents, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.08 Contractor - The person, corporation or partnership performing refuse collection and disposal under contract with the City.
- 1.09 Dead Animals - Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.10 Disposal Site - A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Any and all dead animals of less than 10 pounds in weight, except those

slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily attract flies or rodents); except (in all cases) any matter included Hazardous Waste, Rubbish or Stable Matter.

- 1.12 Hazardous Waste - Any Chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.
- 1.13 Producer - An occupant of a residential unit who generates refuse.
- 1.14 Refuse - This term shall refer to Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit unless the context otherwise requires.
- 1.15 Residential Refuse - All garbage and rubbish generated by a producer at a residential unit.
- 1.16 Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multilevel construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.
- 1.17 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds. Leaves. Dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste of Stable Matter.
- 1.18 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.19 Transfer Station - A site used for the transfer of solid waste. Transfer facilities located in Michigan shall comply with requirement of Act. No. 641 of the P.A. of 1978 as amended. Transfer Stations located in other States shall comply with the statutory requirements of that State.

2.0 SCOPE OF WORK

The work under this contract shall consist of the items contained in the proposal,

including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.0 TYPE OF COLLECTION

Residential units shall be defined as single through four unit residential dwellings, including home occupations, as defined in Ordinance 34.221 to 34.224. In the case of multiple uses in one building, the use category shall be defined as the use located on the ground floor.

3.01 Service Provided

- (a) Contractor shall provide curbside collection service for the collection of residential refuse to each residential unit one time per week. Containers, bags and bundles shall be placed at curbside by 7:00 A.M. on the designated collection day.
- (b) The contractor shall provide for the special collection from residential units of Bulky Waste, Construction Debris and Stable Matter. Also, the contractor may provide for the special collection of Dead Animals and Hazardous Waste at residential units at its sole discretion and upon such terms as Contractor shall specify.
- (c) The Contractor shall provide collection of refuse from all commercial establishments that elect to use his service.

3.02 Location of Containers, Bags and Bundles for Collection - Each container, bag and bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles of pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag and bundle not so placed or any residential refuse not in a container, bag, or bundle.

4.0 OPERATION

- 4.01 Hours of Operation - Collection of refuse shall not start before 7:00 A.M. or continue after 6:00 P.M. on the same day. Exceptions to collections hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 4.02 Route of Collection - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection route to the City for their approval, which approval shall not be unreasonably withheld. City shall publish at its expense at least once during each calendar year, a map of such collection routes in the newspaper published in the immediate area. The published map shall be of such size to clearly show all pertinent

information. The Contractor may from time to time propose to City for not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected residential units.

4.03 Holidays - The following shall be holidays for purposes of this contract:

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

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at least once per week.

4.04 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections. The Contractor shall investigate and. If such allegations are verified, shall arrange for the collection of the refuse not collection within 24 hours after the complaint is received.

4.05 Collection Equipment - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

4.06 Office - The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 4:30 P.M. on regular collection days.

4.07 Hauling - All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

4.08 Disposal - All refuse collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal shall be included in the rate set forth in the proposal for each residential unit serviced by the Contractor.

4.09 Notification - The City shall notify all producers about complaint procedures, rates, regulation, and day (s) for scheduled refuse collection.

4.10 Point of Contact - All dealings, contact, etc., between the Contractor and the City shall be directed by the Contractor to the City Utilities Manager and by the City to

Company contact person & phone #

5.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this contract in compliance with all applicable laws; provided, however, that the General Specification shall govern the obligation of the Contractor where there exist conflicting ordinances of the City on the subject.

6.0 EFFECTIVE DATE

This contract shall be effective upon the execution of the contract and performance of such contract shall begin on November 1, 2024.

7.0 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 INDEMNITY

The Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, Agents, servants and employees; provide, however, that the Contractor shall not be liable for any suits, action, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contractor) and promptly pay all taxes required by the City.

10.0 TERM

The Contract shall be for a 5-year term, beginning upon the execution of the contract. Should the successful proponent transport city waste to an out-of-state landfill and statutory changes in that State prohibit importation of solid waste during the term of the Contract, the City of Ironwood, at its discretion, shall either terminate or renegotiate terms of the Contract.

11.0 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage Limits of Liability

Workmen's Compensation Employer's Liability
Bodily Injury Liability
Except Automobile
Property Damage Liability Except Automobile
Automobile Bodily Injury Liability
Automobile Property Damage Liability

Statutory
\$500,000
\$500,000 each occurrence \$1,000,000 aggregate
\$500,000 each occurrence \$500,000 aggregate
\$500,000 each person \$1,000,000 each occurrence
\$500,000 each occurrence

THE CITY OF IRONWOOD SHALL BE NAMED AS ADDITIONAL ENSURED ON THE CONTRACTOR'S INSURANCE POLICY.

12.0 BOND

12.01 Performance Bond

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this contract. Said surety bond must be in the amount of one year of the Contract amount.
- (b) Premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (d) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State.

12.02 Power of Attorney— Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13.0 BASIS AND METHOD OF PAYMENT

13.01 Rates

- (a) For collection and disposal services required to be performed pursuant to Section 3.01(a)(b)(c), the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with paragraph 13.02.
- (b) The Refuse collection charges provided by Section 13.01(a) shall include all disposal and related costs.

13.02 City to Act as Collector—The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to Section 3.01(a), including those accounts that are delinquent. The contractor shall submit statements to and collect from all Residential Units and Commercial Enterprises for services provided pursuant to Section 3.01(b) & (c).

13.03 Delinquent and Closed Accounts — The Contractor shall discontinue Refuse collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

13.04 Contractor Billings to City — The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service.

14.0 TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

15.0 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license and privilege to provide Residential Refuse collection, removal and disposal services within the corporate limits of the City. The Contractor shall at all times have the right of first refusal to the collection of Dead Animals and Hazardous Waste from Residential Units.

Commercial Establishments may elect to Contract with the City Contractor or other State Licensed Garbage Contractors.

16.0 OWNERSHIP

Title to Refuse and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the customer's premises, whichever last occurs.

CONTRACT

THIS CONTRACT, made and entered into this 1st day of November, 2024, by and between the City of Ironwood, a Municipal Corporation of Gogebic County, Michigan (hereinafter called the "City"), and (hereinafter called "Contractor").

WITNESSED:

WHEREAS, the Contractor did on the _____, 2024, submit a Proposal to provide Refuse collection and disposal within the City and to perform such work as may be incidental thereto. NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential Refuse collection, removal and disposal services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a) The Request for Proposals.
 - b) The Instruction to Proponents.
 - c) The Contractor's Proposal.
 - d) The General Specifications.
 - e) The resolution of the City ordering or authorizing the work and services contemplated herein.
 - f) The Performance Bond.
 - g) This instrument.
 - h) Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall be unreasonably withheld.
4. This Contract is entered into subject to the following conditions:
 - a.) The Contractor shall procure and keep in full force and effect throughout the terms of this

Contract all of the insurance policies specified in, and required by, the Contract Documents.

- b.) The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
- c.) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Ironwood, Michigan, as of this day of , 2024.

ATTEST:

City of Ironwood,
A Municipal Corporation of Michigan, County, Gogebic
By:

Mayor Kim Corcoran
SEAL of the City of Ironwood and Jennifer Jacobson, City Clerk

ATTEST:

Secretary
By:

"Contractor"

SPECIAL PROVISION
COMMERCIAL ESTABLISHMENTS "Reserved"
SPECIAL PROVISION CONSTRUCTION DEBRIS "Reserved"
SPECIAL PROVISION COMPOSTING
"Reserved"
SPECIAL PROVISION
RECYCLING
"See Options and Alternatives identified on Bid Forms"
BID FORM
SPECIAL PROVISION
HAZARDOUS WASTE

Bid Form: City of Ironwood Refuse Collection Services 2024

Location Name	Address	Service Provided	Container Size	Container Qty	Frequency	# of months billed per year	Monthly Unit Price	Annual Price (# containers * # months * monthly rate)
Residential Homes	City Wide	Trash Collection	64 gallon	2357	weekly	12		
Residential Homes	City Wide	Recycle Collection	95 gallon	2357	every 2 weeks	12		
Pump Station	N11452 Pump Station Road	Trash Collection	2 yard	1	every 2 weeks	12		
Library	235 East Aurora	Trash Collection	96 gallon	1	weekly	12		
Library	235 East Aurora	Recycle Collection	96 gallon	1	every 2 weeks	12		
Public Safety	123 West McLeod Ave	Trash Collection	4 yard	1	every 2 weeks	12		
Mem. Bldg	213 South Marquette	Trash Collection	6 yard	1	weekly	12		
DPW	205 Clemens	Trash Collection	4 yard	1	weekly	12		
DPW	205 Clemens	Trash Collection	2 yard	1	weekly	12		
Curry Park	629 West Cloverland	Trash Collection	4 yard	1	weekly	6		
Randa Field	Houk/Aspen Street	Trash Collection	4 yard	1	weekly	6		
City of Ironwood	"Central Location" likely at IPSD	Spring/Fall Cleanup	Multiple 30 yard roll off	6 roll offs per 2 day event, hauled & emptied 14 times per event, 27 tons total, plus 1 scrap metal roll off @ 3.0 tons	Spring/Fall	2 day event each spring/fall with boxes switched out during open hours on Friday & Saturday	included w/in residential pickup price	N/A
							Grand Total	

Annual Increase:

Effective	Percentage
11/1/2025	%
11/1/2026	%
11/1/2027	%
11/1/2028	%

Clean Up Day Unit Prices

	\$ per round trip haul of 30 yard container
	\$ per ton of general waste
	\$ per ton of of scrap metal

These unit prices will be used to provide a credit (if under) or to create an invoice (for overages) based on actual amounts incurred during the clean up event.