

RILEY TOWNSHIP

OUTLINE OF CONTRACT DOCUMENTS FOR HOUSEHOLD SOLID WASTE COLLECTION AND DISPOSAL

REQUEST FOR BIDS

INSTRUCTION TO BIDDERS

Receipt and Opening of Proposals
Scope of Work
Terms of Contract
Preparation and Submission of Proposal
Contractor to Make Examinations
Bid Guarantee
Performance Bond or Letter of Credit
Qualifications and Competency of Proponents
Basis of the Proposal
Addenda and Explanation

CONTRACTOR'S PROPOSAL

Household Solid Waste Collection and Disposal
Large item pickup including appliances with Freon

CONTRACT SPECIFICATIONS

I. Definitions

Bags	Contactora	Refuse
Bid Guarantee	Disposal site	Rubbish
Bundle	Garbage	Township
Construction Debris	Hazardous Waste	
Containers	Household Unit	
Contract Documents	Performance Bond	

II. Scope of Contract

Effective Date
Term
Exclusive Right
Compliance with Applicable Law
Breach of Contract
Force Majeure
Enforcement
Assignment of Contract
Change of Ownership
Waivers
Illegal and Invalid Provisions
Joint and Several Liability
Binding Effect
Amendment of Contract
Merger Clause: Previous Agreements Superseded

III. Service, Operations and Performance

Service Provided
Area to be served
Hours of Collection
Routes and Schedule of Collection
Holidays
Complaints
Collection Equipment
Personnel
Disposal Site
Title to Solid Waste
Office
Notice

IV. Nondiscrimination

V. Indemnity

VI. Insurance

VII. Performance Bond or Letter of Credit

VIII. Permits, Licenses, and Taxes

IX. Basis and Method of Payment

Rates

Adjustment in Total Compensation for New or Discontinued Service

CONTRACT

PERFORMANCE BOND FORM or LETTER OF CREDIT

NON-COLLUSION CLAUSE

**REQUEST FOR BIDS
FOR HOUSEHOLD SOLID WASTE COLLECTION AND DISPOSAL**

Sealed proposals ("bids") will be received by the Township of Riley ("Township") located at 13042 Belle River Road, ("Office") Riley Twp., MI. 48041, (during regular scheduled hours) or bids may be mailed to 13042 Belle River Rd., ("Office") Riley Twp., MI. 48041. Until 2:00 p.m. on Tuesday, the 1st day of June 2021.

**All bids will be publicly opened and read aloud at 7:00 p.m. on June 1, 2021,
At: Riley Township Hall, 13016 Belle River Rd, Riley, MI 48041**

Bids must be made on the Proposal Forms and in accordance with the Instructions to Bidders. The Contract Documents, of which the Proposal Form is a part, are published by and available through the Township Office during regular scheduled hours. No more than two (2) copies will be furnished to any one person.

Envelopes containing the bids must be sealed and must clearly show the name and address of the bidder, the date and time of bid opening, and the Statement "Proposal for Household Solid Waste Collection and Disposal." Bids may be withdrawn up to twenty-four (24) hours prior to bid opening.

A Bid Bond, letter of credit or certified check must accompany the bid in accordance with the Instructions to Bidders. Said bond will be held as a guarantee that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed, and its performance properly secured by the required performance bond or letter of credit. The successful bidder will be required to execute the Contract within fourteen (14) days after award of the Contract. In case the bidder neglects to so execute the Contract, the bond accompanying the bid shall be forfeited to the Township not as a penalty, but as liquidated damages.

The Township reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make an award in any manner, consistent with law, and to select the bid felt to be in the best interest of the Township. This request for bids is due to the current contract coming up for renewal.

Township of Riley, St. Clair County, Michigan

**Deborah Rhein
Riley Township Clerk**

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**INSTRUCTIONS TO BIDDERS
FOR HOUSEHOLD SOLID WASTE COLLECTION AND DISPOSAL**

1. Receipt and Opening of Proposals

Riley Township invites and will receive Proposals (“bids”) to the forms attached hereto at the Riley Township Offices, 13042 Belle River Rd., Riley Township, MI 48041 until **2:00 p.m. o’clock on Tuesday the 1st day of June 2021. Bids will be publicly opened and read aloud at 7:00 p.m. on Tuesday, the 1st day of June, at the regular Township Board Meeting.** Bids must be sealed and addressed to “Proposal for Household Solid Waste Collection and Disposal.”

2. Scope of Work

The work to be performed under this Contract shall consist of all items contained in the Proposal including the provision of all other items necessary to provide service set forth in the specifications attached hereto.

3. Term of Contract

The term of this Agreement shall commence on 1/1/2022 (The “Effective Date”) and shall extend for a period of three (3) years from the Effective Date. This Agreement can be renewed for like periods with mutual consent of both parties.

4. Preparation and Submission of Proposal

All bids must be legibly written in ink or typewritten. Proposed rate schedules and quantities must be written in words and figures. In the event of a discrepancy or error, the unit prices and quantities as written out in words will govern.

Each bid must be submitted in a sealed envelope bearing, on the outside the name of the bidder, address of bidder, and plainly marked “Proposal for Household Solid Waste Collection and Disposal.”

If forwarding by mail, the sealed envelope containing the bid must be enclosed within another envelope addressed as specified in the bid. Riley Township reserves the right to accept or reject any or all bids and reserves the right to waive any minor variances from the bid requirements, and reserves the right to select the bid felt to be in the best interest of the Township. Conditional bids will not be accepted.

5. Contractor to Make Examinations

Bidders shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment and material needed thereon. The bidder shall make his own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under the conditions they may encounter or create, without extra cost to the Township of Riley. The bidder agrees that if they should execute the Contract they shall make no claim against the Township of Riley because of estimates or statements made by any officer or agent of the Township of Riley which may prove to be in any respect erroneous.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve them of any obligations with respect to their bid or to the contract. The Township Clerk shall make all such documents available to the bidders.

6. Bid Guarantee

Each bid must be accompanied by a certified check, cashier’s check, bid bond or irrevocable letter of credit in the amount of (10%) ten percent of the first year total contract as guarantee that if the bid is accepted, the bidder will execute the Contract within thirty (30) days of its award. The failure or refusal of the successful bidder to enter into contract within said time frame will result in the immediate forfeiture of the Bid Guarantee to the Township of Riley as liquidated damages. Forfeiture of the security shall be the sole remedy of the Township of Riley.

Bid Guarantee - continued

Award of the contract may then be made to the next best-qualified bidder or the work re-advertised for proposals as the Township may elect.

The Bid Bond of the lowest three (3) bidders or the three (3) bidders that are felt to be in the best interest of the Township will be held until the Contract is executed. If no bid has been selected within sixty (60) days of the opening of bids, securities will be returned upon demand of any bidder at any time thereafter, provided that they have not been notified of acceptance of their bid.

Bid Guarantees that were submitted by non-selected bidders will be returned after the Contract is executed.

The certificate of insurance evidencing the coverage set forth in the Contract specifications must also accompany each bid. In lieu of the certificate, bidder may submit evidence satisfactory to the Township that, in the event that the award of Contract is made to them, the required coverage would be in place before execution of the Contract.

Provided the Bid Guarantee of the successful bidder is not forfeited for failure of refusal to execute the Contract with thirty (30) days of its award, the Township will hold the Bid Guarantee until the performance bond is delivered to the Township. In the event the performance bond is not obtained and timely delivered to the Township, this will result in the immediate forfeiture of the Bid Guarantee to the Township as liquidated damages and will constitute a material breach of the Contract by the Contractor and the Contract shall be deemed null and void.

In the event the Township deems that Township wide solid waste collection and disposal services are not feasible, within ninety (90) days of the Contract award, the successful bidder will be notified in writing and the Bid Guarantee shall be returned and the entire Contract shall be deemed null and void.

7. Performance Bond or Letter of Credit

The selected bidder shall have forty-five (45) days after execution of the Contract to deliver to the Township either a Performance Bond in the amount of one hundred (100%) percent of the annual contract amount or a letter of credit from the bidders banking institution. Said bond is to be executed by a Michigan Surety or banking institution satisfactory to the Township, guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor, material and equipment used in the work. The form of the bond is appended hereto.

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

8. Qualifications and Competency of Bidders

Each bidder is required to submit with the bid certified supporting data regarding their qualifications and suitability for the work to be performed including the following information, sworn to under oath by them:

- A. An itemized list of the bidder's equipment for use on the Contract (which may include equipment that the bidder intends to purchase from suppliers).
- B. A copy of the latest available financial statement for the bidder (or its parent corporation).

9. Basis of the Proposal

Proposals with respect to refuse collection and disposal are solicited on the basis of monthly rates per Household (residential) Unit. The total number of Residential Units and, therefore, the total compensation due the Contractor may change as provided in the Contract Specifications. This rate will be assessed as payment due the Contractor for each collection in the billing period. The Township will collect and faithfully

render compensation due the Contractor for all services in the manner prescribed in the Contract Specification.

10. **Addenda and Explanation**

Explanations desired by a prospective bidder shall be requested of the Township in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation and any other information regarding the Contract shall be addressed in writing to the Township. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritive and not binding.

The perspective bidder shall include the following information in their bid package:

- ___ Certified check or Bid Guarantee in the amount specified in the Instructions to Bidders
- ___ Bidder's proposal filled out and signed.
- ___ Itemized list of bidder's equipment for use on the contract.
- ___ Copy of the latest available financial statement.
- ___ Certificate of Insurance evidencing coverage as set forth in Contract Specifications or evidence the required coverages would be in place before awarded the Contract.

Company Name: _____

Signature of Person Submitting: _____

Printed Name of Person Submitting: _____

Address: _____

Phone number: _____

**RILEY TOWNSHIP
CONTRACTOR'S PROPOSAL
ADDENDUM #1
RESIDENTIAL SOLID WASTE COLLECTION and DISPOSAL**

TO: RILEY TOWNSHIP

PROPOSAL OF: _____ (BIDDER)

The undersigned have carefully read and considered the terms and conditions of the specifications for Household (Residential) Solid Waste Collection and Disposal, for Riley Township and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, at the rates hereinafter set forth, all labor, equipment, materials, tools, insurance, supervision and all other items necessary to provide the service as specified (once per week pick-up). For the purpose of bidding there are approximately **1263 Household (residential) units** in the Township.

HOUSEHOLD/RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

Rate per Household/Residential Unit per month

_____ Dollars and _____ cents (\$ _____) per mo. per residential unit for the First Year (1/01/2022).

_____ Dollars and _____ cents (\$ _____) per mo. per residential unit for the Second Year (1/01/2023).

_____ Dollars and _____ cents (\$ _____) per mo. per residential unit for the Third Year (1/01/2024).

The above amount _____ INCLUDES _____ DOES NOT INCLUDE, one large item per week such as furniture, stoves, etc. If "not included" please indicate how much this type of pickup would cost: \$_____.

The above amount _____ INCLUDES _____ DOES NOT INCLUDE, free Freon removal. If "not included" please indicate how much this service would cost: \$_____.

By: _____

Address: _____

Authorized Signature: _____

CONTRACT SPECIFICATIONS

I. DEFINITIONS

Bags - Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection with a capacity not to exceed 32 gallons and a loaded weight not to exceed 50 pounds.

Bid Guarantee - The corporate surety bond, letter of credit, or a certified check drawn on a national bank in the amount specified in the Instruction to Bidders submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter into the contract.

Bundle - Yard and garden trimmings or newspaper and magazines securely tied together forming an easily handled package not exceeding 4 feet in length or 35 pounds in weight.

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

Containers (a.) Reusable Containers - A receptacle made of plastic, metal, or fiberglass with a capacity not to exceed 50 gallons, a loaded weight of no more than 50 pounds, a tight fitting lid, and handles or adequate strength for lifting. **(b.) None-Reusable Containers** - See definition of bags.

Contract Documents - The Request for Bids, Instruction to Bidders, Contractor's Proposal, Contract Specifications, the Contract Performance Bond or Letter of Credit, and any addenda or changes to the foregoing documents agreed to by the Township and the Contractor.

Contractor - The successful bidder who is awarded the Contract after execution of the Contract and performance properly secured by the required performance bond.

Disposal Sites - A refuse depository for the processing or final disposal of Refuse shall be in accordance with the St. Clair County Solid Waste Management Plan.

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

Hazardous Waste - Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.

Household (Residential) Unit - A single family inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating. Also to include buildings containing four (4) or less separate or contiguous single family dwelling units with each unit to be treated separately for purposes of billing, and having a separate assigned address established.

Performance Bond or Letter of Credit - A corporate Surety Bond that guarantees consumption to the Township in the event that it must assume the obligations, and/ or duties of the Contractor in order to continue the service as defined by the Contract Specifications. A Letter of Credit may be used in place of a performance bond.

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

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

Township - Refers to the applicable municipal authority empowered under state law to solicit and award contracts for the collection of Solid Waste (residential refuse). In this case, the Township of Riley, St. Clair County, Michigan.

II. SCOPE OF CONTRACT

The term of this Agreement shall commence on January 1, 2019 (the Effective Date) and shall extend for a period of three (3) years from the Effective Date. The Agreement can be renewed for like periods with mutual consent of both parties.

Exclusive Right - The Township of Riley, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Contract to collect and dispose of Household Solid Waste located within the area as defined in the Service Operations and Performance Section III. The Township Warrants that it has the authority to grant such an exclusive right as described in this Contract, and as delegated to it by the statutes and laws of the State of Michigan.

Excluding, dumpster rentals by property owners of Riley Township

The Township covenants that during the term of this Contract it will not engage with other individuals or itself become involved in similar activity that would impair the exclusive right of the Contract.

Compliance with Applicable Laws - The parties to this Contract agree that the laws of the State of Michigan shall govern the validity, construction, interpretation and effect of this Contract. The Contractor shall conduct the service of Household Solid Waste Collection as provided for by this Contract in compliance with all applicable federal and state regulations and laws.

Breach of Contract - If the Contractor fails to perform, or to perform in a satisfactory manner or to perform in accordance with applicable ordinances, the Township shall have the right to demand in writing adequate assurance from the Contractor that steps are being taken to rectify the situation. The Contractor, within fourteen (14) days of receipt of such demand, must return to the Township Clerk a written statement that explains reasons for non-performance or delayed, partial or substandard performance during the period and any continuation thereof.

The Contractor also has available to him the option to appear with an explanation before the Township Board of Trustees. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Township may, except under condition of Force Majeure, terminate this Contract with a majority vote of the Board and as its sole remedy, make demands under the terms of the Performance Bond or Letter of Credit.

Force Majeure - Neither the Contractor nor the Township shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fine, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor or the Township.

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

Enforcement - Either party to this agreement may enforce their rights as a result of any controversy or claim arising out of or relating to this agreement or breach thereof in any Court having jurisdiction over the subject matter.

Assignment of Contract - No assignment of this 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 Township, which consent will not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety or Letter of Credit as such a delegation will not relieve the Contractor of his surety or letter of credit of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegation shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

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

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

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

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

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

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

Amendment of the Contract - No modification or amendment of the terms hereto shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all parties. The written modification shall not become effective for a period of seven (7) days, during which time either party may revoke the writing, upon delivery to the other party of written notice to that effect, dated and signed by a notary.

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

III. SERVICE OPERATIONS AND PERFORMANCE

Service Provided - The Contractor shall provide curbside collection for Household units one (1) time per week for waste removal to be performed on the same day or days, as agreed by the Township and the Contractor. It is the resident's responsibility to see that Containers, Bags, Bundles and Bins are placed curbside or as close as practicable to collection vehicle routes by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

Contractor may decline to collect any Containers, Bags, Bundles or Bins not so placed: any Container not defined in the definitions; any Containers that contain sharp objects or liquids; or any Residential refuse not properly contained. Commercial establishments will be required to make arrangements with the Contractor in order to be serviced at an agreed price.

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

Residents who wish to use the dumpster service of the Contractor will be discounted the fee charged to the Township from their bills, by the Contractor.

The Township will receive a complimentary dumpster and disposal service from the Contractor for use of the Township facilities (not the general public).

Contractor will provide curbside pickup of yard waste for those residents who wish to make arrangements directly with the Contractor. Such yard waste pickup will be billed separately by the Contractor who will be responsible for collection of same.

Collection of bulky waste will be made upon request of the Township and/or resident of the home service area. Household units are entitled to one Bulky item per week. Appliances containing CFC's & HCFC's such as

refrigerators, freezers, air conditioners, etc., will not be collected unless proper documentation of their removal is provided to the Contractor.

Area to be Served - The area to receive the service of Solid Waste collection shall include all Household Units within the Township, as indicated in the map appended hereto and/or by the following description of its boundaries, within the Township limits.

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

Routes and Schedule of Collection - A regular weekly pickup day shall be set for each Household.

Missed Collections - In the event that a regularly scheduled collection is missed and a complaint received by either the Township or the Contractor, and where no fault can be found on the resident's part, a special collection of the refuse will be required of the Contractor within forty-eight (48) hours. The Township shall notify the Contractor of any complaints received within twenty-four (24) hours.

Holidays - The following holidays will be observed:

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

Other holidays may be added by mutual agreement of the Township and the Contractor.

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

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

Telephone numbers for complaints will be made available for township residents, by the Contractor. In addition, the Contractor shall provide the Township, in writing, with an emergency telephone number and an alternate number for the purpose of contacting the Contractor in case of a serious complaint.

Collection Equipment - An adequate number of vehicles shall be provided by the Contractor to collect Refuse in accordance with the terms of the Contract. The vehicles shall be licensed in the State of Michigan and shall operate in compliance with all applicable State and Federal regulations.

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

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

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

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

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

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

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

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

The Disposal site to be used under this Contract shall be at a location in full compliance with all State laws and the St. Clair County Act 641 Solid Waste Plan.

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

Title to Solid Waste - Title to non-hazardous refuse shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the resident's premises. Any Hazardous, Special or Toxic waste remains the property of the resident.

Notification to Residents - The Contractor shall inform all residents as to complaint procedures, rates, regulations and day(s) for scheduled refuse collection, at least forty-five (45) days prior to the start day of the Contract.

Local Access - The Contractor shall establish and maintain a local phone number through which they can be contacted, where service may be applied for, and complaints can be made.

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

ADDRESS for Notices to Township:

Township of Riley 13042 Belle River Rd, Riley, MI 48041

ADDRESS for Notices to Contractor:

Name: _____

Address: _____

IV. DISCRIMINATION

Neither the Contractor nor any sub-contractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

V. INDEMNITY

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

VI. INSURANCE

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

TYPE OF INSURANCE		AMOUNT
GENERAL LIABILITY	General Aggregate	\$2,000,000
Commercial Gen. Liability	Products-Comp/Ops Aggregate	\$2,000,000
Per Occurrence	Personal Advertising Injury	\$1,000,000
Owner's Contractor's Prot.	Each Occurrence	\$1,000,000
Prod/Comp	Fire Damage	\$1,000,000
AUTOMOBILE LIABILITY		
Any Auto	Combined Single Limit	\$1,000,000
WORKMEN'S COMPENSATION		Statutory
EMPLOYER'S LIABILITY	Each Accident	\$500,000
Disease-Policy Limit		\$500,000
Disease-Each Employee		\$500,000

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

All insurance will be by insurers acceptable to the Township and authorized to do business in the State of Michigan. Prior to the commencement of work the Contractor shall furnish the Township with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled, permitted to expire, or be changed without ninety (90) days advance written notice to the Township.

To the extent permitted by law, all or any part of the required insurance coverage(s) may be provided under a plan of self- insurance.

VII. PERFORMANCE BOND

This contract can be executed and the Contractor shall furnish the Township with a corporate Surety Bond written by an acceptable bank as security for the performance of the Contract or a letter of credit from the Contractor's banking institute, within forty-five (45) days of executing the contract. Said bond must be in the amount of one hundred (100%) percent of the annual contract amount.

The Surety on the bond shall be a duly authorized corporate Surety company authorized to do business in the State of Michigan; Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond. In case of extension or renewal of this Contract, the Contractor shall furnish a Performance Bond in same amount and under the same terms as the initial Bond. The original Surety, however, is in no way obligated to extend or renew the bond.

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

VIII. PERMITS, LICENSES AND TAXES

The Contractor shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the Township.

IX. BASIS AND METHOD OF PAYMENT

Rates - For all collection and disposal services required under this Contract, the charges to the Township will equal the rate(s) as set forth in the Contractor's proposal.

Adjustments in Total Compensation New or Discontinued Service

Before commencement of work under this Contract, the Township must provide the Contractor with an accurate address list of Household units to receive service. Thereafter and for the duration of the contract, the Township shall promptly inform the Contractor of any new or discontinued service.

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

(# of Units Receiving Service) X (Monthly Rate for Household Collection)

The Township shall remit payment within twenty (20) days following the end of each month. If any dispute arises, the undisputed amount shall be paid.

CONTRACT

THIS CONTRACT, Made and entered into this second (1st) day of June 2021, by and between the **Township of Riley** (hereinafter called the "Township") and **Jeff's Rubbish** (hereinafter called the "Contractor").

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

I. Term -The term of this Agreement shall commence on January 1, 2022, (the Effective Date) and shall extend for a period of three (3) years from the Effective Date. This agreement can be renewed with mutual consent of both parties.

II. Scope of Work - The Contractor is granted the sole and exclusive right within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide Refuse collection, removal and disposal services as specified and to perform all of the work called for and described in the Contract Documents.

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

- (1) The Request for Bids
- (2) The Instruction to Bidders
- (3) The Contractor's Proposal
- (4) The Contract Specifications
- (5) The Performance Bond
- (6) This Instrument – Contract
- (7) Non Collusion Affidavit
- (8) Any addenda or changes to the foregoing documents agreed to by the parties hereto.

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

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

IN WITNESS WHEREOF, We, the Contracting parties, by our duly authorized agents, hereto affix our signatures and seals, as of this _____, day _____ of, 2021.

CONTRACT

Township of Riley:

Contractor: _____

Al Titus, Supervisor

Deborah Rhein, Clerk

Witness: _____

Witness: _____

Date: _____

Date: _____

PERFORMANCE BONDS

KNOW ALL MEN BY THESE PRESENTS, That we, _____ (Hereinafter called "Principals"), as Principal, and _____, a corporation organized and existing under the laws of the State Michigan and authorized to transact business in the State of Michigan (hereinafter call "Surety"), as Surety are held firmly bound unto _____ (Hereinafter called "Obligee"), as Obligee, in the penal sum of _____ DOLLARS (\$ _____) for the payment of which, will and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with Obligee dated the _____ day of _____, 2021, for Residential Solid Waste Collection and Disposal, which Contract is hereby referred to made a part of as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall faithfully perform the Contract on his part free and clear of all liens arising out of claims for labor and materials entering into the performance of the Contract and indemnify and save harmless the Obligee from all loss, cost, or damage that they may suffer by reason of the failure to so do, then their obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no suit, action or proceeding shall be had or maintained against Surety on this Bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written notice to Principal and Surety must be given within thirty (30) days after the occurrence of alleged default or failure to perform.

Signed and sealed this _____ day _____ of 2018.

Surety

Principal

By: _____

By: _____

NON COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms, and corporations joining and participating in the submission of the foregoing Proposal (such as Persons, Firms, and Corporations hereafter referred to as the "Contractor"), being duly sworn, on his or her oath, states that to the best of his or her knowledge and belief, no person, firm or corporation nor any person duly representing the same joining and participating in the submission of the foregoing Proposal has directly or indirectly entered into any agreement or arrangement with any other Contractors or with any official of Riley Township or any employee thereof, or any person, firm or corporation under contract with Riley Township, whereby the Contractor in order to induce acceptance of the forgoing Proposal by said Township of Riley, has paid or is to pay to any other Contractor or to any of the aforementioned persons anything of value whatever, and that the Contractor has not directly or indirectly entered into any agreement or arrangement with any other Contractor or Contractor's which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

Signature: _____

Printed Signature: _____

Company Name: _____

Date: _____

County of St. Clair }
State of Michigan }

My Commission Expires: _____

Notary: _____

Print Name: _____

Map (attached)