

**TOWNSHIP OF ELGIN
RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE**

SPECIFICATIONS

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1.00 DEFINITIONS

1.01 RESIDENTIAL DWELLING: Any single family home or multi-family residential complex, or unit thereof, having reasonable access to the edge of pavement of a street designed to withstand vehicles weighing in excess of 10 tons where for whatever reason refuse is to be collected.

1.02 OWNER: Any individual, corporation, partnership, or entity (such as a condominium association or homeowner's association) jointly and/or severally having ownership in a residential dwelling.

1.03 REFUSE SERVICE: Shall mean solid waste collection and disposal.

1.031 RESIDENTIAL REFUSE & RECYCLING SERVICE: As used herein shall include the collection and disposal of residential refuse and the collection and recycling of recyclable materials as defined herein from residential dwellings and from Township Buildings, and demolition waste and major appliances as further specified herein. Such refuse service shall include landscape waste from April 1st until November 30th as further specified herein. Such refuse service shall include the collection of Christmas trees from Township properties as directed by the Township, and from single family homes during the first three weeks in January. (Multi-family dwellings are excluded from the collection of Christmas tree service.) All services shall be in compliance with the provisions and conditions set forth in these specifications and with the applicable laws and ordinances of the Township, the County of Kane, and the State of Illinois.

1.032 RESIDENTIAL BACK DOOR SERVICE: Refuse and recycling collection at the rear of a single family home or at the garage or side door of multi-family units.

1.04 RESIDENTIAL REFUSE: Any solid waste generated in residential dwellings and in all Township Buildings, including but not limited to the following: Kitchen waste (such as household food, animal food), general household trash (such as ashes, crates, wrapping materials, packaging materials, cloth materials, discarded toys, discarded clothing), furniture items (such as mattresses, box springs, sofas, chairs, tables, bookcases, fixtures), bicycles, sleds, swing sets, microwave ovens, appliances, and major appliances. This category also includes small amounts (less than 2 cubic yards) of earth, sod, rocks, debris from do-it-yourself projects, remodeling or construction, if properly bundled or placed in acceptable containers.

1.041 CONSTRUCTION AND DEMOLITION WASTE: As used herein shall include waste material in excess of two cubic yards generated from residential dwellings located within the corporate limits of the Township, resulting from building construction, alteration, demolition or repair of residential dwellings, including but not limited to swing sets, basketball hoops, garage doors, landscape timbers, and patio doors. This category of waste may also include dirt from excavations, including earth, rocks, concrete, or refuse from remodeling or construction in or around a residential dwelling, if placed in an acceptable containers as hereinafter referenced, an acceptable disposable container, or in securely tied bundles not exceeding 4 feet in length or 50 pounds in weight. Also included in this category of waste are branches exceeding 5 inches in diameter and stumps of trees and shrubs.

1.042 LANDSCAPE WASTE: As used herein shall include waste material from indoor or outdoor vegetation and landscape areas of single family residences and the grounds of all Township Buildings, including leaves, grass clippings, weeds, small bushes, brush and branch clippings, when contained in landscape waste bags constructed of multi-layered biodegradable Kraft paper not to exceed 30 gallons in capacity or 50 pounds in weight when full, or when securely bound with string or twine in bundles not exceeding 4 feet in length and 50 pounds in weight. Landscape waste is excluded for multi-family dwellings.

1.043 RECYCLABLE MATERIAL: Materials to be discarded that may be commonly marketable recyclable commodities, including green, brown, blue, clear glass food and beverage bottles and jars, steel, aluminum and bi-metal food and beverage containers, paperboard milk, food and laundry refill cartons, drink boxes (aseptic packaging), polyethylene terphthalate (PET, plastic code #1), high density polyethylene (HDPE, plastic code #2), vinyl (V, plastic code #3), low density polyethylene (LDPE, plastic code #4), polypropylene (PP, plastic code #5), and other (plastic code #7), plastic food, beverage and household cleaning product containers, formed aluminum containers, trays and pans, clean aluminum foil, plastic beverage pack rings, empty paint and aerosol cans, old corrugated cardboard (OCC), dry and wet strength box board, white, colored, computer and mixed office and school paper, and newsprint, Kraft paper bags, "junk mail", magazines, telephone directories, as well as any other materials designated or approved by the Township for recycling by a licensed refuse or recycling collector operating within the Township.

1.044 MAJOR APPLIANCES: As used herein shall include all refrigerators, ranges, water heaters, freezers, air conditioners, stoves, dehumidifiers, ovens, dishwashers, heat pumps, chillers, furnaces, boilers, clothes washers and dryers, water coolers, lawn rollers, and big screen television sets discarded from residential dwellings located within the corporate limits of the Township.

1.05 REFUSE COLLECTOR: Any firm or corporation engaged in the removal of refuse, including residential refuse, multi-family waste, commercial waste, industrial waste, construction and demolition waste, major appliances and landscape waste.

1.06 AGREEMENT: The words "Agreement" and "Contract" may be used

interchangeably and refer to the terms and conditions defined or stated in these specifications and in any or all the Contract Documents referenced in the Standard Conditions.

1.07 CONTRACTOR: The refuse collector engaged contractually by the Township and exclusively empowered to provide residential refuse services including recycling services, major appliance pick up, landscape waste pickup, and special collection of non-containerized materials.

1.08 RE-DEFINITION: The Township may from time to time redefine certain recyclable materials. The required recyclable materials and the manner in which they are collected and/or disposed of may be modified due to advances in technology, drastic market fluctuations or changes in Federal, State or Local regulations.

1.09 TOWNSHIP BUILDINGS: The following are the Township Buildings referred to in these specifications:

Township Offices	729 South McLean Blvd., Elgin 60123	12yd dumpster
Township Road District	725 South McLean Blvd., Elgin 60123	6yd dumpster

2.00 TERM OF CONTRACT

2.01 INITIAL TERM: The initial term of this Contract will be for three (3) years commencing January 1, 2017 and ending December 31, 2019. It is the intent of the Township to approve a proposal for contract before the end of October , 2016. The Contractor shall mobilize and have the equipment and manpower in place to perform the services as specified herein beginning January 1, 2017.

The Township reserves the right to extend the Contract for two periods of one additional year each. If any such extension is desired by the Township, the Contractor will be notified in writing no later than 150 days (August 3, 2019) before the expiration of the then-current term. Such notice will be deemed effective date of mailing, postage pre-paid, to Contractor at its principal place of business.

2.02 EXCLUSIVE CONTRACT: The Contractor shall have sole and exclusive franchise, license, and privilege to provide residential refuse service in the designated area.

2.03 TERMINATION OF CONTRACT BY TOWNSHIP: The Township reserves the right to terminate this Contract upon failure of the Contractor to perform the work as specified, to the satisfaction of the Township. If in the sole judgment of the Township, the Contractor has not corrected his performance to be in compliance with the Contract, the Township shall notify the Contractor and the Contractor's Surety in writing that the Contract shall be terminated in 7 days unless the Contractor corrects the non performance to the satisfaction of the Township. The Township reserves all rights and legal remedies including the right to call upon the performance bond submitted by the

Contractor. The remedies used by the Township are cumulative and not exclusive. No waiver by the Township of a default of the Contractor under this Contract shall be construed as a waiver by the Township of any subsequent default or failure to perform. In the event of failure to collect, remove, and properly dispose of the refuse and recyclable materials covered by this Contract, constituting 10% or more of the total number of customers within the Township within a period of 7 consecutive days following written notice to the Contractor and the Contractor's Surety, the Township may at its option cause such refuse and recyclable material to be collected and disposed of by any means available to the Township and any and all expense incurred by the Township thereby may be charged to the Contractor and against the Contractor's performance bond.

3.00 CONTRACTOR QUALIFICATIONS

3.01 **MINIMUM EXPERIENCE:** The Contractor shall have a minimum of 5 year's prior experience in rendering residential refuse service, comparable to that specified herein, in a municipality with a minimum population of 5,000 requiring weekly services, and show evidence of adequate personnel to properly and satisfactorily discharge this contract.

3.02 **ACCESS TO LANDFILL:** The Contractor shall own, control, or have available for use throughout the contract term an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator suitable for the disposal of all refuse collected under the terms of this Contract and shall stipulate the location, size, and expected length of service thereof.

3.03 **ACCESS TO RECYCLABLE MATERIAL PROCESSING FACILITY:** The Contractor shall own, control, or have available for use throughout the contract term a recyclable material processing facility suitable for storing or processing the recyclable materials collected under the terms of this Contract and shall stipulate to the location and size thereof.

3.04 **ACCESS TO LANDSCAPE WASTE MANAGEMENT FACILITY:** The Contractor shall own, control, or have available for use throughout the contract term a landscape waste management facility suitable for storing or processing the landscape waste collected under the terms of this Contract and shall stipulate to the location and size thereof.

3.05 **ACCESS TO MAJOR APPLIANCE MANAGEMENT FACILITY:** The Contractor shall own, control, or have available for use throughout the contract term a major appliance management facility suitable for storing or processing the major appliances collected under the terms of this Contract and shall stipulate to the location and size thereof.

3.06 **ADEQUATE FINANCES:** The Contractor shall have the necessary financial stability to satisfy the terms of this Contract. Copies of the 3 most recent contracts with

municipalities, landfill or incinerator agreements, material processing and landscaping waste management facility agreements, 2 years of financial statements and a list of all equipment to be used may be requested by the Township as evidence, If requested, Bidders must provide this information within 3 days of the request.

3.07 ADEQUATE ROLLING STOCK: The Contractor shall have a sufficient number of enclosed, leak-proof modern packer type trucks and open body trucks or dump trucks to provide the disposal services under the terms of this Contract. Contractor shall at all times maintain such rolling stock in good repair and appearance, and in a sanitary condition.

4.00 CONTRACT PROVISIONS

4.01 RESIDENTIAL NOTIFICATION: The Contractor, at its own expense, shall notify all existing and new customers by first class mail, or by affixing notice to the front door, of their day of pickup and the established program guidelines in advance of the start-up of the service herein described, and of any changes in routes, pickup days, or collection programs during the duration of the Contract. The Contractor shall cooperate with the Township in advertising and promoting recycling, at least by developing, printing, and delivering by first class mail, at Contractor's sole expense, a brochure containing such promotional materials as reasonably needed to establish and maintain maximum participation in the recycling program and explaining the proper use of refuse and recyclable material storage and disposal containers. Said brochure shall be edited and redistributed by first class mail, at Contractor's sole expense, prior to any rate increase that may be approved during the contract period.

4.02 WEEKLY SERVICE: The Contractor will furnish regularly scheduled weekly residential refuse service for each residential dwelling in the Township as defined herein in accordance with a schedule to be submitted and approved by the Township. The Contractor shall conduct refuse (including construction and demolition waste, landscape waste, and major appliances) and recyclable material pickup for each area on the same day. The Contractor will be limited to a maximum of three days per week for scheduling the services required in this specification. The Contractor will also provide collections service for all Township Buildings identified in Section 1.09 above.

4.03 HOURS OF OPERATION: No collection of refuse or recyclable materials may be made before 7:00 AM.

4.04 HOLIDAYS: The Holidays to be observed by the Contractor are as follows:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

No pickup service will be rendered on such Holidays. Regular service shall resume the next workday. Refuse not picked up on said Holiday shall be picked up on the next workday.

4.05 RECEPTACLE LOCATION: Pickups for refuse and recyclable materials shall be at the edge of pavement either at the driveway apron or at another suitable, accessible location within a reasonable distance of the residential dwelling to be served. In the case of a Township Building; pickups may be at designated trash / refuse enclosures.

4.06 RECEPTACLES FOR REFUSE AND RECYLABLES:

A. Refuse: With the initial contract, Contractor will provide and residents will be able to choose the size of a two-wheeled refuse container for customer's use, from among two sizes (65 gallon, and 95 gallon).

B. Recyclables: With the initial contract, Contractor will provide and residents will be able to choose the size of a two-wheeled recyclable container for customer's use, from among two sizes (65 gallon, and 95 gallon). Provided also, landscape waste may also be placed at the Receptacle Location for collection, when bundled in accordance with Section 1.042 above.

C. Additional Containers: Additional or replacement containers shall be made available by the Contractor at a rate and via a distribution system to be agreed on by the Contractor and the Township.

D. Other Containers: There shall be no limit to the number of receptacles which the resident may place at the receptacle location for refuse and recyclable collection, and the Contractor shall collect all that is placed out for collection; provided, however, that any additional containers (beyond one each for refuse and for recyclable) shall require payment of a fee by the resident and application of a sticker provided by and obtained from Contractor, for collection, per these specifications. See Bid Proposal Form, "Other Services." Acceptable receptacles include, but are not limited to weather proof containers with tight fitting lids and with handles (drums shall not be an acceptable container), plastic bags that meet the approval of the Township, and multi-layered bio-degradable Kraft paper bags for landscape waste. No other receptacle shall be greater than 33 gallons in capacity or 50 pounds in weight when full and shall be water tight, securely fastened, and strong enough to resist punctures and tears when handled.

4.07 FEES / CHARGES:

Collection of refuse and recyclables will be based on a Modified Volume-Based fee structure. Residents will be charged a monthly fee for collection of one container for refuse per week, and an unlimited number of recyclable materials receptacles per week. Contractor shall be responsible to bill each customer not less often than quarterly , and shall be responsible for collection of charges due.

4.08 NON-CONTAINERIZED MATERIALS: The Contractor will not be responsible for the collection of non-containerized material that has not been set out as defined herein (other than properly bundled landscape waste), unless additional service is requested as defined in Section 4.10 of this specification.

4.09 BACKDOOR SERVICE: Any resident may notify the Contractor, in writing, that the resident chooses back door collection. In such cases, the pickups for refuse and recyclable materials, for an additional fee listed on the bid sheet, shall be at the rear of a single family home or at the garage or side door of a multi-family unit of a multi-family dwelling.

4.10 ADDITIONAL SERVICES: On request, and at the cost of the requesting resident, the Contractor will provide services other than those herein described for all types of refuse material over and above the two cubic yard limit as defined herein including, without limitation, earth, sod, rocks, concrete, rubble and refuse from remodeling, construction and demolition, excavations and other materials, including swing sets, basketball hoops, garage doors, landscaping timbers, patio doors, (dangerous or toxic materials, and large quantities of liquid requiring truck disposal equipment are valid exceptions). The Contractor shall, upon request of the resident, furnish an estimate for the cost of removal of such materials prior to removal. In order to protect the public health, safety and welfare and at the request of the Township, the Contractor shall collect quantities of refuse and recyclable material left at the curb without proper preparation in unusual circumstances (e.g. evictions or "skip outs") and shall bill the property owner for the actual cost thereof. The Township agrees to assist the Contractor in identifying the property owner(s) for this purpose. The Contractor shall also offer the residents the opportunity to rent either a 65 Gallon or 95 Gallon toter cart for such purposes, at an additional fee. The Proposer shall on the Bid Sheet indicate the cost to the resident for such container rental.

4.11 AUTOMOTIVE BATTERY, AND LIGHT BULB, DROP-OFF SITE: The Contractor shall establish and maintain a drop-off facility within the borders of the Township for the collection of automotive batteries and light bulbs. Note: the Township currently maintains and intends to continue with a recycling program and drop-off site for household batteries during the term of the Contract.

4.12 WORKMANLIKE PERFORMANCE: The Contractor shall undertake to perform all services in a neat, orderly and efficient manner, and to use due care and diligence in the performance of said duties under the terms and provisions of the Contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall not permit refuse or recycled materials to litter any premises in the process of making collection, nor allow any refuse to blow, fall, or spill from any vehicle used for collections and where appropriate, shall replace lids or covers on containers immediately after emptying. The Contractor shall repair or replace, at their expense containers damaged as a result of their handling, reasonable wear and tear excepted.

4.13 EMPLOYEE PERFORMANCE: The Contractor shall furnish capable personnel in his crews performing the services specified herein. In the event that any of the Contractor's personnel is deemed by the Township to be unfit or unsuitable to perform the services under the Contract, the Contractor shall immediately remove such person from work within the Township and replace that person with a suitable and competent person at no expense to the Township.

4.14 EMERGENCY PROVISIONS: The Contractor agrees that should any emergency arise by reason of storms, tornadoes, cyclones or the like, which require additional hauling equipment and/or services by the Township, the Contractor's equipment and/or services shall be provided to the Township upon request, providing that during such use, the Township shall pay the operating costs of such equipment or services as are used.

4.15 REFUSE COLLECTION VEHICLES: The Contractor agrees to collect all refuse during the regular weekly service in fully enclosed leak-proof modern packer-type trucks. Equipment used for construction and demolition waste, major appliances, landscape waste, special pick-up service may be open body trucks, dump trucks, and similar type equipment suitable for the required work.

4.16 RECYCLABLE MATERIAL COLLECTION VEHICLES: Equipment used for collecting recyclable material shall be designated specifically for such collection and shall not allow for contamination of the recyclable material after it has been collected.

4.17 REFUSE DISPOSITION: The Contractor will, on the day of collection, transport all refuse collected for disposal, and deposit same in an IEPA permitted sanitary landfill, transfer site, or incinerator, or processing facility in accordance with the laws of the State of Illinois.

4.18 RECYCLABLE MATERIAL DISPOSITION: The Contractor will, on the day of collection, transport all recyclable materials to a recyclable material processing facility where the intent shall be to reuse or recycle said materials. All material processing facilities that may receive recyclable material collected through the service herein described shall be approved by the Township.

4.19 RIGHT OF INSPECTION: The Contractor shall, upon reasonable notice, make accessible for inspection by the Township any landfills, incinerators, transfer stations, recycling facilities, landscape waste, or major appliance processing or management facilities which receive waste from the Township as a result of this contract.

4.20 COMPLAINT RESPONSE: The Contractor shall maintain an office telephone and/or available 1-800 # for the receipt of service calls or complaints and shall be available for such calls on all business days from 8:00 AM until 4:00 PM and between 8:00 AM and 12:00 PM on Saturdays. All complaints shall be given prompt, courteous attention. In the case of alleged missed collection, the Contractor shall investigate, and if such allegation is verified, collection shall be made within 24 hours after the complaint

is received. The Contractor shall designate, in writing, the person to serve as agent for the Contractor and liaison to the Township.

4.21 **TEMPORARY DISRUPTION IN SERVICE:** The Township reserves the right to take whatever actions the Township deems best to deal with any temporary disruption in services without voiding the contract or waiving any of the Township's rights. Temporary disruptions may include, but are not limited to labor disputes, work stoppages, strikes, financial difficulties of the Contractor, equipment failures, landfill disputes and/or issues. The actions the Township may take include, but are not limited to finding another provider to perform the services during the temporary dispute, or performing some or all of the services by whatever means available.

4.22 **WEIGHT LIMIT:** The total weight of any vehicle shall not exceed 16 tons (32,000 lbs.), at any time, unloaded or loaded, on any township road, where posted, except when servicing residences with addresses on any road so posted. Note: at this time, the only Township roadway so posted is Stevens Road south to the Township line (approximately at McDonald Road).

5.00 COMPENSATION:

5.01 **CONTRACTOR'S COMPENSATION:** The Contractor will be compensated for the Residential Refuse Service rendered, based upon the prices submitted by the Contractor, and the award made by the Township for the various services outlined in the Proposal. The Contractor will bill customers directly for services performed during the term of this contract.

6.00 EXHIBITS:

6.01 **ESTIMATED RESIDENTIAL REFUSE SERVICES:**

Service type	Quantity
Single Family residential service plus recycling and yard waste collection. Individually billed.	Approx. 1,400

6.02 **MAP OF ELGIN TOWNSHIP – UNINCOPORATED AREAS NOTED.**

ELGIN TOWNSHIP
MAP (UNINCORPORATED AREAS)

MAP