

OFFICIAL NOTICE
BOROUGH OF CHARLEROI, WASHINGTON COUNTY, PENNSYLVANIA

ADVERTISEMENTS FOR BIDS

Notice is hereby given that separate and sealed proposals will be received by the Borough of Charleroi, Washington County, Pennsylvania for the following project:

COLLECTION, REMOVAL, AND DISPOSAL OF GARBAGE

Copies of Information for Bidders, Contract, Form of Proposal and Bid Forms, Plans and Specifications may be examined or obtained for bidding purposes from the Charleroi Borough Administrative Offices, 2nd Floor, 338 Fallowfield Avenue, Charleroi, PA 15022. **NO documents will be issued within 48 hours of the scheduled bid opening.**

Separate and sealed proposals will be received by the Borough of Charleroi daily from 9:00 AM to 4:00 PM, Monday thru Friday, **until Wednesday, October 12, 2022, at 4:00PM** at the Municipal Building, Administrative Offices, 2nd Floor, 338 Fallowfield Avenue, Charleroi, PA 15022. **The scheduled public bid opening is Wednesday, October 12, 2022 at 6:00PM prevailing time in Council Chambers.**

All proposals must be clearly marked with the name of the project as it appears above.

All bidders must submit a bid bond in the form of a certified check, bank cashier's check, or other form of negotiable instrument which is guaranteed by a commercial bank, drawn to the order of Charleroi Borough in the sum of 10% of the total amount bid (for the first year). The Borough reserves the right to accept or reject any form of a bid bond which, in the sole opinion of the borough, does not provide sufficient security for the bid. The Borough reserves the right to reject any or all bids or any portion of any bid, waiver informality or irregularity of any bid or in the bidding and/or negotiate with the receipt of bids. The Borough reserves the right to increase or decrease any or all quantities. No bid will be accepted after the time herein specified whether or not the bidder has a time other than the official Borough time.

No bidder may withdraw his bid for a period of sixty (60) days after the scheduled closing time for receipt of bids.

Matthew D. Staniszewski, MBA, EDFP
Borough Manager / Chief Operating Officer / COA

**BOROUGH OF CHARLEROI
SPECIFICATIONS
FOR THE COLLECTION, REMOVAL AND DISPOSAL OF
GARBAGE, RUBBISH AND HOUSEHOLD RUBBISH**

INTENT AND PURPOSE

The general intent and purpose of the Borough of Charleroi is to have a comprehensive collection system which will furnish weekly disposal of all garbage and rubbish placed in containers and bundled together and picked up at the curb line of the public roads and the weekly disposal of all household rubbish. Commercial, industrial and institutional establishments, and apartment buildings (any enclosed building with 4 or more units constitutes an apartment building), other than those specified in the proposed contract will have the option to negotiate individually with the Contractor for collection of their garbage and rubbish if they so desire, from an approved list of four (4) Contractors selected by Charleroi Borough Council and have paid any and all fees to provide service. The collection system will enable the Borough to control the refuse problem through regulation of a single collector, as well as obtain a comprehensive service for the householder. **These specifications for rubbish pick-up and disposal shall become part of the contract.**

For a three-year period beginning January 1, 2023 and ending December 31, 2025.

The Borough of Charleroi has the option to continue for one (1), one-year term to reflect the price in that year for such continued service. The Borough shall be required to give notice of such annual option that it exercises at least thirty (30) days prior to the expiring contract year. If such notice is not given to the Contractor, the contract will be terminated at 12:00 midnight on December 31, 2025 or any subsequent year.

If the Borough Council members are tardy in awarding bids subsequent to the expiration of the contract, the Contractor agrees to continue to perform collection services under the contract on a monthly basis for a period of three (3) months. The rate for this collection shall be determined by the monthly rate computed from the expired contract under which the collection services were being performed.

I. PROCEDURE TO BE FOLLOWED BY BIDDERS

- A. All of the following documents must be submitted with each bid or it may be rejected by the Borough, in sole exercise of its discretion.
1. Completed bid form – Numbers for all four (4) years must be submitted to constitute a valid bid.
 2. A certified or cashier's check made payable to Borough of Charleroi, or a bid bond in the sum of 10% of the total amount (for the first year) bid.
 3. The completed Experience and Equipment Questionnaire and Proposal.
 4. Proof of ownership or an agreement guaranteeing the use of a DEP permitted landfill for both Garbage and Refuse for the life of the contract. Disposal site owner must list any and all reasons for possible cancellation of

said agreement and a willingness to notify the Borough by registered mail if for any reason said agreement is cancelled.

- B. The Borough reserves the right to waive and/or modify any and all bid requirements including but not limited to, the requirements set forth in I.A.-1 through 4.

II. GENERAL INFORMATION

- A. The person, persons, firm or corporation to whom the contract is awarded shall file with the Borough Manager, within ten (10) days after the contract has been awarded, three (3) properly executed copies of the contract attached to these specifications. Any certified checks submitted by the second lowest responsible bidder shall be held until thirty (30) days after the contract is awarded. Any and all other certified checks submitted shall be returned within ten (10) days of the signing of the contract.
- B. Paragraph 15 of the General Conditions is incorporated here by reference thereto. This provision relates to the necessity to post a performance bond and the terms thereof within ten (10) days after the awarding of the contract, and penalties for violation thereof.

III. LIFE OF CONTRACT

- A. The contract shall be for a period of three (3) to four (4) years as later decided by the Borough Council Members. All other specifications and requirements are combined in the bidding and contracted documents for refuse collection and disposal.

Should this contract be awarded for a period of one year, it will be at the sole discretion of the Borough to award any additional option years. At the end of the first year, the Borough of Charleroi also reserves the right to readvertise this contract and disregard any option years bid by the current low bidder.

DEFINITION OF TERMS

"Garbage" is herein agreed to consist of any and all household waste materials capable of being containerized, offal, and not building materials used or resulting from the demolition, alteration, construction or repair of buildings. It includes, but is not limited to, every refuse accumulation of animal, fish, fowl, food or vegetable or paper matter incident to the preparation, use, cooking, dealing in or storage of meat, fish, fowl, food, fruit, vegetable or any other substances subject to decay, condemned food. It further includes all waste basket debris, magazines, crockery, paper coverings, paper plates and paper containers and all grass, shrubs, and tree trimmings which can be containerized. Also included are hot water tanks; stoves, ranges, or microwaves; washers, dryers, and furniture. It is the responsibility of the contractor to notify residents which items are not required to be picked up by the contractor.

It does **not** include refrigerators, freezers, air conditioners (unless the freon, CFC, is removed) or motor oil. It does **not** include construction material resulting from the demolition, alteration, repair or construction of buildings, or pavement, stone, sand, broken concrete or automobile parts or tires. It includes incinerator ashes and ashes and refuse from paper burners but does **not** include ashes from heating plants and coal stoves. These items defined here as "Garbage" are to be collected weekly.

GENERAL CONDITIONS

1. The word “Municipal” or “Municipality” or “Borough” shall mean the Borough of Charleroi, Washington County, Pennsylvania or any duly qualified official or representative thereof.
2. The word “Contractor” shall mean the party entering into the contract for the performance of the work hereby required and the duly authorized representative of said party, or the agents appointed to act for said party in the performance of the work.
3. The prices the bid are to cover the furnishings of all vehicles, equipment, dumping grounds, tools and necessary labor required for the performance of the work in strict compliance with the specifications of the Municipality, the laws of the Commonwealth of Pennsylvania, rules and regulations of Washington County, and the State Board of Health and the Pennsylvania Sanitary Water Board, and the Environmental Protection Agency.

INTERPRETATION OF CONTRACT:

4. This agreement, and annexed and included specifications, are to be binding and are intended to illustrate and explain, and if anything appears omitted, which is necessary for the completion of the work, or should any discrepancies be found herein, the Contractor shall apply to the official authorized by the Municipality for such explanations and instructions as may be necessary, and perform the order in a manner corresponding with the rest of the work as truly and faithfully as though the same had herein been described.

EMPLOY ONLY COMPETENT PERSONAL:

5. The Contractor shall employ only competent and skilled personnel and whenever the authorized representative of Council Members shall inform him that any person on the work, in his opinion, is incompetent, unfaithful, disorderly, or refuses to perform their work in a proper manner, or used threatening or abusive language to any person, such person shall be discharged from the work and shall not be re-employed without the written consent of the Members of Council or it’s representatives. Drivers and collectors shall wear a uniform approved by an official authorized by the Borough.

REPRESENTATIVE ALWAYS PRESENT:

6. The contractor shall give sufficient personal supervision to the faithful prosecution of the work. He shall not sublet or assign the same without written consent of the Members of Council, but shall keep it under his personal supervision and in his absence he shall have a competent representative in charge of the work.

CONTRACTOR RESPONSIBLE FOR CONDITIONS:

7. All bidders under this contract are required before submitting bid, to examine the site of the work and to make all necessary investigations in order to inform themselves thoroughly with the locations and streets of the Borough and methods of handling the work.

8. No plea of ignorance of conditions that exist, or that may hereafter arise or exist or of difficulties that will be encountered in the execution of the work hereunder, shall abate the terms and conditions of this agreement or modify it in any manner or change or modify the compensation to be paid by the Borough.

RATE AND PENALTIES OF WORK:

9. The contract shall be signed by the person or persons to whom it is awarded and the necessary bonds as required herein and in conformity with the law to be delivered within ten (10) days after receipt of a written notice from the Borough Engineer to do so and performance begun forthwith.
10. The service herein provided for shall pertain to all and every part of single family dwellings, duplexes, and triplexes, including apartments with three or less units and including any trailers or mobile homes, but will not include the pick up of commercial establishments of the said Municipality, and no omissions or default shall be permitted or departure from time schedule or amount of service granted by reason of seasonal conditions, conditions of highways or from other cause except on written consent of the Borough granted on written application made by the Contractor. Subject, however, to unusual conditions created by an Act of God, War, National Distress, heavy accumulations of snow, torrential rains or flash floods. The service shall be performed by the Contractor during the entire life of this contract as defined, determined, measured and controlled by the following:

CANCELLATION OF CONTRACT

11. If the Contractor shall fail to perform the service as required under this contract for a period of seven (7) days consecutively without authority from the Borough, or default be made by the Contractor in any of the material terms and conditions of this agreement, the Borough at its option may cancel this contract or cause its performance by the Borough or others by private agreement, without advertising or bidding, and collect the additional cost and expense occasioned thereby from the original Contractor and his surety, or the Borough may re-advertise and select a new Contractor and charge and collect any and all additional costs resulting therefrom from the original Contractor and his surety.

The Borough also reserves the right to terminate the contract for no reason with thirty (30) days advance notice of the Contractor. The Contractor has no right to file any claim against the Borough for a cancellation of the contract.

RIGHTS AND OPERATION OF THE BOROUGH

12. Contractor assumes responsibility for labor-management relations. If any strike or labor should occur the Borough is hereby authorized to perform the work necessary for the disposal of garbage, rubbish, etc. as hereinafter defined.
13. The Contractor and his sureties shall be liable for any expense or cost that falls upon the Borough as a result of this work. The Borough is also authorized in such cases of labor dispute to permit others to remove and collect the garbage, rubbish, and ashes within the corporate limits of the Borough, and any expenses caused thereby shall fall upon the Contractor and his sureties.

RELEASE OF LIABILITY:

14. No person or corporation, other than the signer of this contract, or Contractor, has any interest hereunder and no claim shall be made or be valid and neither the Secretary or any official or agent of the Borough shall be liable for or be held to pay any money except as provided herein.

PERFORMANCE BOND:

15. The successful bidder shall furnish the Borough with a performance bond which is to be an annual bond in the sum of one hundred percent (100%) of the then annual contract price to be renewed annually at the option of the surety company for the remaining portions of the contract.
16. The Contractor shall carry an insurance policy providing complete comprehensive bodily injury and property damage liability insurance covering not only the Contractor, but also the Borough, limits of which shall not be less than \$500,000/1,000,000 for bodily injury and \$500,000 for property damages, with the Borough named as co-insured with the Contractor under the said policy. The Contractor shall furnish the property certificates of insurance coverage to the Borough Secretary.

PENNSYLVANIA PREVAILING WAGE ACT:

17. The successful bidder under this contract will be required to comply with Act No. 442 as amended and supplemented. It will be the responsibility of the Contractor to determine the proper wage schedule of his employees without added cost to the Borough.

PAYMENTS & REPORTS:

18. Payment will be made by the Borough directly to the Contractor on a monthly basis and upon receipt of a monthly invoice.
19. With either option, the Contractor shall submit monthly reports to the Borough Secretary not later than ten (10) days after the end of each calendar month showing the number of collections, number of truck trips to disposal area, total tonnage of and the total cubic yards of items collected that month.

SPECIFICATIONS

1. Garbage, rubbish, refuse, trash, offal and condemned meat shall be collected with and transported throughout the streets and alleys of the Borough, in water tight, completely closed metal bodies, the same to be approved by the Members of Council and its agents and also to meet the requirements of Washington County and State authorities. Bodies shall be loaded so as to prevent any particles from falling on any of the streets, lanes, sidewalks or public highways of the Borough. Trucks or bodies must have the number of the truck painted on each side of same in figures of a size to be easily read, and should any driver or employee of the Contractor by his carelessness or neglect allow any garbage, rubbish, ashes, trash, refuse, offal or condemned meat to fall upon these thoroughfares, he shall at once clean up thoroughly the same and place the material in the body. Contractor shall also be responsible for cleanup of any liquids that shall leak from any part of any truck on any of the streets, lanes, sidewalks or public highways of the Borough.
2. The Contractor shall at all times use such appliances and employ such or so many men for the performance of all operations connected with the work embraced under these specifications as will secure a satisfactory rate of progress and quality of work and in case it shall appear any time that the work, or any part thereof is not being properly done, the same shall be immediately corrected upon the demand of the Members of Council and its agents. Excepting, however, conditions that occur by reason of an Act of God, War, National Distress, heavy accumulations of snow, torrential rains or flash floods, but as soon as such emergency as described above has ended, the Contractor shall again abide by the terms of the contract; but during the period of emergency the penalties of the ordinance will not be enforced until after the emergency has ended.
3. In case of failure by the Contractor to comply in any respect with the specifications or with the contract, the Borough shall have the right and is hereby authorized to provide for the collection, removal, and disposal of all refuse, garbage, rubbish, trash, offal and condemned meat or other material involved in the work, which the Contractor shall fail to collect, remove or dispose of, and to charge the expenses to the Contractor, and the Contractor and his sureties shall be liable for the expense incurred thereby.
4. In case of any failure to make collections as provided in the contract and specifications, there shall be deducted from the next monthly payroll or sum due said Contractor the additional unit price for each and every said failure, which sum shall be deemed and taken as liquidated damages and not as a penalty, provided, however, that no deduction shall be made if the Contractor shall make collection within twenty-four (24) hours after receipt of notice of such failure from the Members of Council or its agents.
5. All labor, tools and equipment necessary to carry out the provisions of these specifications shall be furnished by and at the expense of the Contractor.
6. The Contractor shall supply, at no cost, three (3) large dumpsters to the Borough, for Borough use, at locations within the Borough as specified by Borough officials and size/dimension of each dumpster shall be determined by the Borough, said dumpsters to be emptied weekly or sooner if necessary and to be replaced at such times the Contractor shall be notified. Also, pick up and disposal of these dumpsters to be at no additional cost to the Borough.

7. The Contractor shall also supply, at no cost, ten (10) large commercial “tote” trash containers at locations determined by the borough, said containers to be emptied within three (3) days of request and to be replaced at such times the Contractor shall be notified. Also, pick up and disposal of these containers to be at no additional cost to the Borough.
8. The Contractor shall also supply, at no cost, cardboard trash boxes for up to five (5) Borough events annually, the quantity of boxes to be determined by Borough officials per event, said containers to be emptied within three (3) days of request and to be replaced at such times the Contractor shall be notified. Also, pick up and disposal of these containers to be at no additional cost to the Borough.
9. The Contractor shall also reimburse the costs of an annual mailer to all Charleroi Borough Households, and mailed out each year at a date and time determined by Borough officials.
10. The Contractor shall provide the necessary containers and disposal of electronics four (4) times per year at the request of the Borough. Also, all materials, supplies, fees, pick up and disposal of these containers to be at no additional cost to the Borough.
11. All parts of these specifications are intended to be explanatory of each other but in case any misunderstanding or doubt as to meaning of any of the provisions hereof shall arise, the same shall be submitted in writing to the person designated by the Borough, whose decision shall be final and binding upon the Contractor.
12. The Members of Council or its agents shall notify the Contractor within five (5) days after each and every assessment of liquidated damages of fines imposed under the provisions of these specifications. The signed statement of any householder of failure to collect according to the terms of the specifications shall be sufficient evidence of the Contractors failure to do so, when verified by a representative of the Members of Council or its agents.
13. No collections of any kind or character provided for in this agreement, except emergency collections made on express order of the person designated by the Borough, shall be made on legal holidays, Sundays, or any day after the hour of six (6) o’clock PM or before the hour of six (6) o’clock AM.
14. All such rubbish, refuse, garbage and trash as defined within the “Definition of Terms” shall be placed by the property owner at the curbside of his lot, and pickup will be in accordance to this contract.
15. Bidder must submit evidence of experience for at least five (5) years in Municipal Contract hauling, in the past five years particularly as it applies to the collection, removal and disposal of garbage, rubbish, etc; as evidence thereof the said bidder lists the names of these contracts on the following page.
16. Bidder must submit with the bid the list of trucks, specifying the type, cubic yard capacity, and the license number of said vehicles as insured by the County of Washington for all trucks lawfully licensed to transport garbage, etc. Bidder must also submit list of additional equipment available for rubbish cleanup and for any emergencies that may occur.
17. Bidder must also submit with the bid a non-cancelable agreement from a DEP permitted landfill indicating or showing the availability of the said dump to the Contractor or bidder for the contract period.
18. Bidder must provide a toll-free telephone number for customer relations purposes.
19. There **may** be alleys in the Borough which are not capable of supporting large garbage trucks and in which pick-up size collection trucks must be used.

EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

The signatory of this bid guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business as a Contractor under your present name? _____
2. How many years have you been a principal officer of a contracting firm under another name? _____
3. Have you, under your present name or any other name used in the past, defaulted or been declared in default under any contract of this nature? _____ If your answer is "yes" please supply full details.
4. What projects of a similar nature has your organization contracted for within the past five years? (Note: fill out each blank completely.)

Name of Owner & Location	Name & Address of Person in charge as reference	Amount of Contract	Date of Completion

5. What equipment do you own that is available for proposed work?

Quantity	Item	Age, Make, Description, Size, Capacity	Condition	Years of Service

6. What is the DEP permitted name of landfill? _____ Are facilities contracted for? _____
The bidder shall provide either evidence of ownership, or evidence of non-cancelable agreement covering use of the disposal area for the life of the contract.

Firm Name

Signature & Title

PROPOSED CONTRACT

Made and entered into this _____ by and between the Borough of Charleroi, a municipal corporation of the Commonwealth of Pennsylvania, situate in Washington County, hereinafter referred to as the Borough AND _____, hereinafter referred to as "Contractor"

WHEREAS advertisements were duly made in accordance with the Acts of Legislature, asking for bids to collect, remove and dispose of waste within the Municipal corporate limits, and

WHEREAS, _____ was found to be the lowest, responsible bidder for the collection of garbage and rubbish, the accepted bid being as follows:

	Per Year
1 st Year	\$ /unit/month or \$
2 nd Year	\$ /unit/month or \$
3 rd Year	\$ /unit/month or \$
4 th Year – Option	\$ /unit/month or \$

With the understanding that the employment of the Contractor for the purpose aforesaid shall be subject to the following terms and conditions:

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS TO BE KEPT AND PERFORMED BY THE PARTIES HERETO, IT IS AGREED AS

FOLLOWS:

1. This contract is for a period of three (3) years, beginning on the 1st of January, 2023 and ending on the 31st of December 2025 with one (1), one (1) year option at Borough Council's discretion, provided, however, Municipality in the sole exercise of its discretion, shall have the right, upon giving the Contractor written notice prior to the scheduled expiration of the Term hereof, to extend the terms of this contract for an additional period of three months at the corresponding rate bid. It is understood and agreed by the parties hereto that all the terms provisions and contents of the Bidding and Contract Documents for the Refuse Collection and Disposal, which is the subject of this contract, are incorporated herein by reference, as if fully set forth herein.

If the Council Members are tardy in awarding bids subsequent to the expiration of the contract, the Contractor agrees to continue to perform collection services under the contract on a monthly basis for a period of three (3) months. The rate for this collection shall be determined by the monthly rate computed from the expired contract under which the collection services were being performed.

2. This contract covers the collection of garbage, refuse, rubbish, and trash (as defined hereinafter) from each and every single family dwelling, duplexes, triplexes, including apartments in the Borough as defined in the General Conditions item number 10. It is also clearly understood that all churches, Fire Departments, Municipal Buildings such as the Municipal Garage and Administrative Buildings are also to be included within the coverage of this contract.

3. Garbage is herein agreed to consist of any and all household waste materials capable of being containerized, offal, and not building materials used or resulting from the demolition, alteration, construction or repair of buildings. It includes but is not limited to every refuse accumulation of animal, fish, fowl, food or vegetable or paper matter incident to the preparation, use, cooking, dealing in or storage of meat, fish, fowl, food, fruit, vegetable or any other substances subject to decay, including condemned food. It further includes rags, waste basket debris, magazines, crockery, paper coverings, paper plates and paper containers and all grass, shrubs and tree trimmings which can be containerized. Also included are hot water tank; stoves, ranges, or microwaves; washers, dryers, and furniture. These items defined herein as "Garbage" are to be collected weekly. It is the responsibility of the contractor to notify residents which items are not required to be picked up by the contractor.

4. It does not include refrigerators, freezers, air conditioners (unless the freon, CFC, is removed) and motor oil. It does not include construction material resulting from the demolition, alteration, repair or construction of buildings, or pavement, stone, sand, broken concrete or automobile parts and tires. It includes incinerator ashes, ashes and refuse from paper burners but does not include ashes from heating plants and coal stoves.

5. Equipment to be used shall be of late model, steel body with steel covers, non-leakable and of the automatic packer type. Each vehicle shall have the name and telephone number of the Contractor clearly displayed on the door of the vehicle. The equipment shall be in such condition that the schedule of collection, as presented to the Borough, can be maintained. Breakdown or faulty equipment will not be sufficient reason to deviate from this schedule. The Contractor shall use the equipment identified in his or its proposal, or equipment equal in type, specifications and age, usual wear and tear accepted, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment that performance of the contract shall from time to time require. There are alleys in the borough which are not capable of supporting large garbage trucks and in which pick-up size collection trucks must be used.

6. Containers- It is understood that all lids will be replaced on garbage cans after pickup by the Contractor and that all cans will be placed upright on the occupant's property and not left in the street/alley.

7. The Contractor shall supply, at no cost, said containers and other items to the Borough, as identified within the specifications, to be emptied weekly or sooner if necessary and to be replaced at such times the Contractor shall be notified. Also, pick-up and disposal of these dumpsters to be at

no additional cost to the Borough.

8. The Borough shall furnish the Collector a schedule, and all amendments thereto, designating the streets throughout the Borough and the days on which it shall collect the waste from the residences and buildings on the respective streets indicated; **this schedule must be strictly adhered to. There will be no exceptions.**

9. Special Pickups - Special pickups may be arranged by the Contractor in instances where property owners and/or residents have items in quantities or types not covered by the contract and specifications. Such special pickups shall not involve the Borough of Charleroi or this contract. All arrangements shall be made between the Contractor and the owners or residents.

10. Payment will be made by the Borough directly to the Contractor on a Monthly basis.

11. Liquidated Damages - The Contractor shall provide and maintain an office and telephonic equipment so that it will be prepared and able to receive calls and act on complaints by the Borough Representative of failure to timely and properly collect solid waste. The phone shall be manned between the hours of 9:00AM and 5:00PM prevailing time on weekdays, except holidays. It shall be proper and parties agree to allow such telephonic communications to be recorded.

A representative of the Borough shall have the discretion to determine the validity of any complaints made by residents relative to the performance of the Contractor. His/Her decision determining default by the Contractor shall be final and binding on the Contractor.

In the event the Contractor fails to perform those specific duties under this contract as described below, it agrees to liquidated damages as specified here. For each incident of failure to timely collect waste at a collection site, for leaving refuse, debris, or litter on the streets or on private property at any collection site, damages are agreed to be \$50.00 per day or any part thereof for each site and incident when waste is not timely collected and for each site and incident when waste, debris, etc. remains. The parties agree that \$50.00 is a reasonable estimate of the actual damages suffered by the Borough. The time shall commence to run when the Borough's Representative give telephonic notice to the Collector as provided above. These damages are limited to the breaches defined herein; as to any other contractual breaches, there is no liquidation provision but damages are recoverable as provided by law.

The Borough shall further give the Contractor notice of the imposition of liquidated damages. Such liquidated damages may be deducted by the Borough from any payments due from the Borough to the Contractor. Suit may also be commenced by the Borough for such damages. Neither remedy shall bar a second remedy until the Borough has full recovery.

12. The Contractor shall indemnify and save harmless the Borough against and from all suits and actions of every kind and description, brought against the Borough or any of its officers, agents, servants or employees which arise out of the negligence of a third party or specifically arising out of the negligence of the Borough itself, or its officers, agents, servants or employees. It is the specific intention of this Paragraph that the Borough is obtaining indemnity from the Contractor for its own negligent acts, arising out of the performance of this contract.

13. This contract shall not be assigned, transferred or set over by the Contractor to any other person or persons, firm or firms, corporation or corporations, without the specific written consent of the Members of Council, and any party assuming the direction of the work or taking part thereunder, shall be considered as an agent of the Contractor under this contract.

14. The Contractor agrees to comply with the Act of May 25, 1933, P.L. 1041, and its amendments, and the Rules and Regulations adopted by the Members of Council, of the County of Washington and the Borough with reference to transportation and disposal of waste and further agrees that it will accept, insofar as the work governed by this contract is concerned, the provisions of the Workmen's Compensation Act of 1915, with its amendments, and supplements, and that it will insure its liability thereunder, and will further carry an insurance policy providing complete third party comprehensive bodily injury and property damage insurance, covering not only the Contractor, but also the Borough, the limits of which shall be not less than \$500,000/\$1,000,000/\$500,000 and the Borough shall be named as co-insured with the Contractor under said policy. Proof of such insurance shall be furnished to the Borough upon the execution of this agreement

15. Faithful performance by the Contractor is the essence *in* this contract, and any violations of the terms of this contract shall be sufficient cause for the immediate cancellation of the contract by the Borough, who may thereupon employ the necessary labor to perform the work, or re-advertise and re-let the work at the expense of the Contractor and its sureties, or take any other steps which it deems to be in its best interests. The Borough also reserves the right to terminate the contract for no reason with 30 days advance notice to the Contractor. The Contractor has no right to file any claim against the Borough for cancelation of the contract.

16. The Contractor shall within ten (10) days after the contract is awarded, execute and deliver to the Borough a Contractor's Performance Bond with a Surety Company approved by the PA State Insurance Department to do business in Pennsylvania, and acceptable to the Board of Commissioners, which Bond shall be in the sum of one hundred (100%) percent of the amount of the then annual contract price to be renewed annually at the option of the surety company for the remaining portions of the contract. This Bond must be maintained for the life of this contract. Failure to produce this Bond within said ten (10) days shall void the award of the contract, and the Borough may then re-let the contract to the next lowest bidder, and sue the previous awardee for all expenses and damages caused thereby.

17. If the Contractor should be adjudged insolvent or bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, then the Borough, without prejudice to any other right of remedy, terminate this contract, and re-let the same.

This agreement is executed pursuant to an award duly made by the Members of Council of the Borough of Charleroi at a meeting held on the ____ day of _____.

WITNESS:

President of Council

WITNESS:

Printed Name of Authorized Signature

Authorized Signature