

PROPOSALS, INSTRUCTIONS TO BIDDERS, CONTRACT OUTLINE, AND
SPECIFICATIONS FOR COLLECTION OF ALL SOLID WASTE AND RECYCLABLES
INCLUDING GARBAGE AND TRASH FOR AND WITHIN THE CITY OF COATESVILLE,
PENNSYLVANIA

BID DUE: FEBRUARY 28, AT 11:00 A.M.
AT THE OFFICE OF THE CITY MANAGER, CITY HALL, 1 CITY HALL PLACE,
COATESVILLE, PENNSYLVANIA 19320

NOTICE TO BIDDERS
CITY OF COATESVILLE

Notice is hereby given the City of Coatesville is requesting bids for the Collection of Solid Waste and Recyclables including garbage, trash, and recyclables within the City Limits. All bids must be submitted on forms provided by the City. Specifications and bid forms may be obtained at the Office of the City Manager, City of Coatesville, 1 City Hall Place, Coatesville, PA 19320, phone number 610-384-0300. Bids must be sealed, clearly marked "Solid Waste and Recyclables Collection" stamped and received no later than 11:00 am on February 28, 2011. All bids must contain bids for the base contract year and 2 – one year options to be considered compliant. All bids will be opened at 11:00 a.m. in the City Hall. The City Council reserves the right to reject any and all bids, and specifically reserves the right to reject all bids if the City determines, in its discretion, that the City will itself provide the services subject to bidding.

By: Wayne G. Reed
Interim City Manager

FORMS ENCLOSED WITH SPECIFICATIONS:

1. Bid Form
2. Bidder's Affidavit
3. Affidavit of Non-Collusion
4. Affirmative Action Affidavit
5. Bid Bond
6. Form of Contract
7. Performance Bond
8. Certificate of Insurance
9. Hold Harmless Agreement

FORMS TO BE SUBMITTED WITH BID:

1. Bid Form
2. Bidder's Affidavit
3. Authorization Resolution
4. Affidavit of Non-Collusion
5. Affirmative Action Affidavit
6. Bid Bond or Certified Check
7. Surety Bid Letter

I. INSTRUCTIONS TO BIDDERS

A. Scope of Work:

The City of Coatesville is soliciting bid proposals from solid waste contractors interested in providing residential solid waste collection and recycle services for a period for 1 year, plus two (2) on (1) year options, to commence on April 1, 2011 in accordance with the terms and conditions of the Bid Specifications. This contract and option periods is for service only and disposal is to be paid directly to the landfill by the City of Coatesville.

B. Examination of City:

Bidders shall inspect the City so that they might make their own judgment with respect to all the circumstances affecting the cost of the services in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden, or foreseeable. The bidder is presumed to have investigated and examined all contract documents and the City assumes the bidder's bid is made with full knowledge and understanding of the conditions of the contract.

C. Specifications and Documents:

Bidders are advised to examine carefully the Specifications and all Documents describing the proposed work and make their own independent judgment with respect to the circumstances affecting the cost of the work and the performance required.

D. Scope and Area of Collection and Disposal of Solid Waste and Recyclables

The award of the contract will require the successful bidder to collect and dispose of all Solid Waste and Recyclables, supply all labor, tools, machinery, plant, equipment, and perform all the work of collecting, removing and disposing of Solid Waste and Recyclables once each week with the exception of the East Lincoln Corridor from all residential, commercial, institutional, public places and others in the City of Coatesville. Bulk item pick up shall be the responsibility of the successful bidder as directed by the General Specifications.

E. Term of Contract

The contract shall be awarded as for a period of 1 year, plus two (2) one (1) year options, to commence on April 1, 2011.

F. Conditions of Work:

The City of Coatesville does not make any representations in connection with any phase of this proposal or in connection with any of the supplementary material which forms part of the total proposal. The actual number of collections stops is not known (see census data on page 36). There is approximately 200 small commercial stops curbside along Lincoln Highway; all other commercial and apartment complexes have private trash collection.

Bidders must inform themselves fully of all conditions relating to the work in question. Failure to do so will not relieve the successful bidder of his obligation to furnish and perform the

work which forms the basis of this proposal, or to carry out the provisions of the contract with respect to performance of the contemplated work set forth in this bid.

In so far as possible, the successful bidder in the execution of the work called for in this proposal shall employ such methods or means as will avoid any interruption or interference with the operation of the affairs of the City and likewise take the necessary steps to insure that during the course of said performance there will be no infringement on rights of the public.

It is likewise understood and required that the successful bidder shall employ such methods, in the performance of this contract, as will comply with any applicable statute of the Commonwealth of Pennsylvania, regulation of said State or any political subdivision thereof or Ordinance of the City.

G. Preparation of Proposals:

Each bidder must submit a proposal for the entire amount of the work called for in various specifications in the contract documents which form a part of this proposal, and the failure to conform to this requirement may result in the classification of such bid as "irregular" and may render the same subject to rejection. The attachments of any conditions, limitations, or ancillary provisions by a bidder to his proposal may cause a similar classification and have a similar effect, at the option of the City.

All proposals shall be submitted on the prescribed form. All bids must be submitted in sealed envelopes bearing the name and address of the bidder, and be clearly marked "Solid Waste and Recyclables Collection" on the outside.

The City of Coatesville reserves the right to reject any and all bids, or to waive any informality thereon.

H. Signature of Bidders:

The firm, corporation or individual name of the bidder, as appropriate, must be signed in ink in the space provided and the same for the proposal blank. In the title of the officer signing must be likewise stated, the seal of the corporation must be duly affixed and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the corporate board of directors indicating that officer's authority to make such a proposal and submit such a bid on behalf of the corporation.

In the case of a partnership, the signature of at least one of the partners must follow the firm name together with an indication that the signature is that of a partner. If some other agent of the partnership submits or executes a bid for the firm, he shall attach thereto a notarized statement signed by each of the partners indicating that he is authorized to act as an agent for the partnership in this endeavor. In the case of a bid submitted by an individual, the designation "individual proprietorship" shall follow the signature in question; and trade name used by a non-corporate bidder shall be so designated and shall be indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of the Commonwealth of Pennsylvania, and the Prothonotary of the County in Pennsylvania where so registered.

I. Bidder's Affidavit:

Each bidder shall complete and execute the affidavit, incorporated with and made part of the proposal document.

J. Withdrawal of Proposal:

No proposal may be withdrawn, altered or otherwise modified after it has been duly deposited with or at the office of the City Manager.

K. Consent of Surety:

Each proposal shall be accompanied by a Consent of Surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter shall state the surety therein mentioned agrees to furnish the required surety bond and any bond which is made a condition of the awarding of this contract anywhere in this proposal. The letter shall state in dollars the amount of the bond being furnished as well as the time period.

L. Bid Bond:

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the City of Coatesville in the amount of ten percent (10%) of the bid submitted, not to exceed thirty thousand dollars (\$30,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the City of Coatesville.

M. Disposal of Proposal Guarantee:

As soon as the lowest responsible bidder has been selected, the award made, and the successful bidder has executed the contract and furnished the required security for the performance of the contract, all bid bonds and checks submitted with bids shall be returned to all unsuccessful bidders. Upon the execution and delivery of the contract and the furnishing of the required bonds or security for the performance of said contract, the bid bond or other surety submitted by the successful bidder shall be returned. In case the successful bidder shall fail to execute and deliver the contract and the necessary bonds within thirty (30) days after notice from the City to do so, the award to him shall be vacated and such bid bond or check shall be forfeited as liquidated damages.

N. Pre-Bid Conference

A pre-bid conference will be held at the City of Coatesville, City Hall, One City Hall Place, at 10:30 am on February 17, 2011. The City of Coatesville shall not be responsible or liable for any matters in the subsequent bid award to any company/corporation who fails to attend the pre-bid conference.

Any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be faxed to all parties of record receiving such specifications. Failure of any bidder to receive any such addenda shall not relieve the bidder from any obligation to conform to

the requirements herein set forth.

O. Qualifications and Competency:

The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work to the requirements of the Solid Waste and Recyclables Management Act of 1980. If requested, the bidder shall furnish to the City all such information and data for the purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be submitted.

P. Affidavit of Non-Collusion:

Each bidder shall be required to submit an affidavit of Non-Collusion on the form included in and made part of this proposal.

Q. Performance Bond and Bond Years:

For the term of the contract the successful bidder shall provide a performance bond issued by a surety in an amount equal to 100% of the annual value of the contract term. The successful bidder shall provide said performance bond in the appropriate amount at such time the contract is presented for signature. The performance bond for each succeeding option year shall be delivered with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

Failure to deliver a performance bond for a contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the City of Coatesville to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the City of Coatesville in rebidding the contract. Said Bonds shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania and proof of the same shall be submitted to the satisfaction of the City Solicitor. Agents of the bonding company shall furnish the necessary power of attorney bearing the seal of the company and evidencing such agents authorized to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth of Pennsylvania.

R. Execution of Contract and Commencement of Work:

The successful bidder shall execute a contract containing provisions substantially in conformance with the provisions of these bidding documents promptly after the award of the bid and shall commence work in the City upon authorization of the City Manager. The initial bond year shall commence on the date upon which work is to commence, and on each anniversary of such date a new bond year shall commence.

II. GENERAL SPECIFICATIONS

A. Documents:

All documents included herein, including, but not limited to, the Notice of Bidders, Instructions to Bidders, City Map and Detailed Specifications, Contract, Letter of Commitment, Affidavit of Non-Collusion, and Bid or Proposal, are made a part herein; and they shall define the contract obligations of the Contractor (successful bidder).

B. Obligation of Contractor:

The contractor shall, at his own cost and expense, and in conformity with this document, as well as the contract, furnish all the material, labor and equipment for the projects within the City.

C. Supervision by Contractor:

The contractor shall employ a responsible supervisor with an emergency number who shall be available, and may be contacted at a toll free telephone number during each working day between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, to receive complaints, assist with any problems, answer inquiries and resolve disputes with respect to the services to be supplied pursuant to this contract.

D. Notice to Contractor:

The residence or place of business designated in the bid or proposal is hereby designated as the place to which all notices, letters or other communications shall be served and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein, and all other communications of any kind which may of necessity be hereafter dispatched may be sent by regular mail and the contractor shall be deemed to receive said notice. If the communications in question have been addressed to the contractor at the aforesaid address and have been deposited in the United States Postal Service, the date of the service of the notice or other communications upon the contractor personally will be date of postmark. It is agreed that personal service, while not required, is superior to the general mode of service by mail as prescribed herein.

E. Inspection:

The City of Coatesville shall have the right to have all collection units utilized by the contractor report to the Department of Public Works prior to commencement of work each day. All units shall be fully inspected by the Public Works Department. The City of Coatesville reserves the right to inspect all contractor collection vehicles and to record and verify designated vehicle information and condition of said vehicle.

Failure of the contractor to have vehicles checked, if requested, may result in non-payment of claim and a deduction in the amount of disposal charges incurred by the City of Coatesville from their individual monthly billing by the contractor. The City of Coatesville reserves the right to make periodic random inspections of collection units during collection process, as it deems necessary to properly monitor the collection process.

The utilization of the trucks assigned for the collection of solid waste and recycle are on an “exclusive use” basis. **ONLY** authorized collection points within the City and specified within this document are to be collected no unauthorized collection will take place while the dictated trucks are carrying solid waste or recycle from the City of Coatesville.

F. Worker’s Compensation

The contractor shall, during the term of his contract, maintain Workers’ Compensation Insurance in order to fully protect both his employees and the City, as may be required by law during the term of this contract.

G. Insurance

The contractor shall, during the term of this contract, at his own expense, the following insurance coverage:

1. General Public Liability Insurance (non-automotive) for both personal injury and property Damage
2. Automobile Liability Insurance with respect to both personal injury and property damage.

The aforesaid policy of insurance and others that may be necessary to comply herewith shall be maintained in amounts of coverage hereafter set forth; and shall, inter-alia, be designed to protect the City from all claims for damages, including wrongful death claims of any kind or nature whatsoever, which may arise from the obligation of the contractor in the performance of this contract, whether such obligation be controlled by the contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the contractor by the terms of this contract, and shall otherwise indemnify and hold the City harmless from all manner of claims and lawsuits and shall provide at the insurers’ expense all necessary legal aid, counsel and representation.

All other insurance policies herein maintained shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the City before execution of the contract hereunder. Said policies shall remain in full force and effect until the expiration of the term of this contract or the completion of all duties to be performed hereunder by the contractor whichever shall occur later. The contractor shall deposit with the City Manager certificates of insurance herein referred to as certificates herein.

Each and every policy of insurance herein maintained and required pursuant to the terms of this contract shall carry with it an endorsement to the effect that the insurance carrier will convey to the City by Certified Mail, return receipt requested, written notice of any modifications, alterations, or cancellations of any such policy or policies or the terms thereof; and said written notice must be received by the City at least ten (10) days prior to the effective date of any such modifications, alterations, or cancellations. If such modifications, alterations, or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the City may terminate this agreement as of the effective date of such change in insurance coverage, and the surety of the performance bond may be held responsible by the City for the resulting losses.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect the City from any and all claims whatsoever the nature, regardless of the derivation of said claims, and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage or any other claims of damage which may be incident to the same. This insurance coverage shall waive the governmental immunity, if any, of the City; and shall extend to and include all direct or indirect agents and employees of the Contractor, and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of this contract.

The minimum amount of insurance coverage shall be as follows:

1. The Contractor shall maintain liability insurance: minimum limits of one million dollars (\$1,000,000) (bodily injury) for each occurrence and aggregate for the term of policy; property damage insurance in the amount of one hundred thousand dollars (\$100,000), and an umbrella excess liability coverage policy of one million dollars (\$1,000,000) during the effective dates of this contract, or any renewal thereof, in order to protect and save the City harmless against any and all claims for damages to persons or property arising from the collection of Solid Waste and Recyclables. Further, the Contractor shall name the City as co-insured on the aforesaid policies and supply said City with a copy thereof. The Contractor shall maintain Workers' Compensation Insurance sufficient to cover all persons in its employ during the term of the certificates or other evidences of Workers' Compensation Insurance to the City prior to said Contractor commencing work under this contract.
2. This agreement shall be in all respects interpreted, construed, and covered by the laws of the Commonwealth of Pennsylvania. Further, the Contractor agrees to comply with any and all State and Federal Laws and Statutes which have or may have any connection or application herewith, including but not limited to Workers' Compensation Laws.

H. Payments:

The City shall pay to the Contractor one-twelfth of the agreed upon contract price for each bond year in equal monthly installments, starting one month after commencement of work. The Contractor shall prepare and file, with the City, a standard voucher to cover each month's payment, in sufficient time to permit proper review by City officials for the maintenance of this payment schedule.

I. Violation and Liquidated Damages:

It is understood that the orderly and proper collection of garbage, trash, paper, ashes and rubbish, as defined herein, is a matter of serious and vital concern to the City because of the effect that it has upon the health and welfare of its residents. Likewise, it is anticipated that occasional and minor breaches or violations may occur during the course of the performance of the service herein set forth. Since many of these are incapable of prompt and reasonable calculation, the following stipulated liquidated damages may be invoked on behalf of the City, by the City Manager, or his authorized representatives whose determination and certification of the same shall be final.

The City Manager or his designee shall notify the Contractor's supervisor of such violations where they can be immediately corrected. If a violation remains uncorrected for an unreasonable period, the City Manager may make an appropriate deduction from the next payment due in accordance with the following-schedule of liquidated damages:

- 1 . Failure of a trash contractor to complete the scheduled route on the day assigned, as approved by the City Manager -- \$1,000 per day or immediate response and correction.
2. Failure to collect Solid Waste and Recyclables properly in place at the designated approved locations -- \$100 per pick up or immediate response and correction.
3. Using or maintaining trucks in a leaking and unsanitary condition --\$500 plus all costs of cleanup by the City.
4. Damaging (other than reasonable and normal wear and tear) or carrying away permanent receptacles -- \$500 or must replace with equivalent unit.
5. Failure to clean up any materials spilled or drained off of the truck - \$500 plus all costs of cleanup by the City.
6. Picking up more than one bulk item per week, per living unit --\$100 per I item.
7. Violation of "exclusive use" clause of this specification by collection unauthorized solid waste or recycle. \$1500 per incident. Grounds for contract termination.

J. Assignment:

Neither this contract, nor any portion thereof, may be assigned, sub-let, or transferred to any person, firm, or corporation, except upon the written consent and approval of the City Council.

II. Detailed Specifications

A. Definitions:

As used throughout these bidding and contract documents, the following words shall have meanings indicated:

- 1 . Garbage: Any waste parts of food, from a market or kitchen, or any animal or vegetable matter that is discarded and/or thrown away or any worthless or offensive matter that has been discarded.
2. Paper: All newspapers, periodicals, cardboard, and all other waste paper and similar items.
3. Ashes: Residue from fires used for cooking and heating and onsite incineration.

4. Trash: All putrescible and nonputrescible Solid Waste and Recyclables (except body waste), including garbage, rubbish, ashes, street cleaning, dead animals, abandoned vehicles and solid and industrial waste which causes danger to the health, safety and welfare of any resident or business owner.
5. Rubbish: Nonputrescible Solid Waste and Recyclables consisting of both combustible and noncombustible wastes, such as paper, wrapping, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bottles, bedding, crockery and similar items.
6. Trade Waste: Waste building materials from construction, demolition, remodeling or repair of buildings; and any ashes, scrap or waste materials from factories, processing plants of all types, manufacturing, slaughterhouses, automobile garages and service stations.
7. Multi-Family Dwellings (Apartments): Three (3) or more dwelling units each accommodating one (1) family with one (1) or more families living wholly or partly over another or other units.
8. Recyclable: As defined in State Act 101; glass, aluminum, bi-metal, tin, plastic, newspaper, magazines, cardboard.
9. Solid Waste: Shall consist of garbage, paper, ashes, trash, rubbish refuse, trade waste and recyclables. All Solid Waste materials which are discarded as useless.

B. Receptacles:

The owner, agent, lessee, tenant or occupant must provide and keep on such premises sufficient and suitable receptacles for receiving and holding rubbish. "Sufficient" is defined to be at least two metal receptacles for each use, as herein described. "Suitable" is defined to be a receptacle, can or barrel made of metal or substantial nature such as galvanized iron with a tight fitting cover so constructed as to prevent the spillage of its contents. The receptacle herein defined shall be waterproof and shall not exceed a capacity of 32 gallons. The owner, agent, lessee, tenant, or occupant may use plastic receptacles at his own risk.

C. Collection:

1. Schedule and time: A Contractor shall collect Solid Waste and Recyclables as defined herein throughout the City on routes and schedules approved by the City Manager so that all users as herein described will have one collection per week. The current schedule is Monday, Tuesday and Thursday for the entire City of Coatesville. The City reserves the right to change the day if deemed necessary. The exception is that trash cans on Lincoln Highway get picked up Monday thru Saturday.

A current route map is included in this package. (See attachment "A"). The bidder shall submit with his proposal, a detailed routing plan for the collection of trash and include the number of vehicles and personnel to be used. This plan and accompanying details are subject to the approval of Council. Once

the day has been established and approved by the Council, any modifications requested by the Contractor and approved by the Council which requires public notification, the cost shall be borne completely by the Contractor.

2. Holidays: The following holidays are designated where no pick ups are required: January 1, known as New Year's Day; May 30, known as Memorial Day; July 4, known as Independence Day; the first Monday of September, known as Labor Day; the fourth Thursday of November, known as Thanksgiving Day; December 25, known as Christmas Day. However, if the regular collection day falls on one of the aforementioned holidays, pick up will be required the day after that holiday. Any modification to this schedule, requested by the Contractor and approved by the City Manager, which requires public notification, the cost shall be borne completely by the Contractor.
3. Hours: Collections shall be made commencing at 6:00 a.m. prevailing time and shall be continuously pursued until the routes are completed. Completion time shall be no later than 6:00 p.m. prevailing time, except in cases of unusual delay, emergency or breakdown. Any deviations from, or extension of these hours, must have prior notification to, and approval of, the City Manager a minimum of two (2) hours prior to the closing of City Hall.
4. Routes: Trucks shall follow the same route which shall not be changed except upon approval of the City Manager or designee so that service to all users will be at a reasonably uniform time and pattern. All routes, schedules and traffic of trucks upon streets and highways shall be subject to approval of the City Manager.
5. Point of Collection: The Contractor shall and will collect and remove all Solid Waste and Recyclables placed at the street line (or as close as possible) within the City on the designated pick up days. The City will determine the location of the pickup areas.
6. Preparation of Solid Waste and Recyclables for Collection: Garbage shall be thoroughly drained of all water, wrapped securely in paper and placed in a proper receptacle. Each user served shall be limited to six receptacles (approximately 1 cubic yard) for any one pick up. Ashes, trash, and rubbish shall be placed in a suitable receptacle which may be the same receptacle used to contain the wrapped garbage. Where any such rubbish is too bulky to be placed in a proper receptacle, it must be disassembled, broken or cut up as much as practicable and placed on the curb on the prescribed collection day. All such rubbish shall be securely tied, where applicable, and such size that the longest dimension thereof shall not exceed three (3) feet. Such bundles or packages shall be of a size and construction so as to permit ease of handling by one man. Recyclables - All corrugated (cardboard must be broken down and tied in 2x2 foot bundles. Newspaper, junk mail, magazines, cereal boxes (inside packaging removed), should be tied or put in a brown paper bag, then set along side of the recycling container. Brown, green, and clear glass, aluminum cans, bi-metal cans should be rinsed and placed in the recycling container.

7. Places of Collection: The collection shall be made from all users as herein described throughout the City. This shall include all streets/alleys, public or private, and shall include those streets/alleys that are temporarily closed for repairs or construction. In the latter case, special collection points shall be designated by the City Manager if the condition of the street/alley would prevent access thereto by the collector's truck. Some businesses and multi-family dwellings have their own private trash collector.
8. Bulk Item Pick Up: Bulk item pick up will be weekly, with the allowance of one bulk item per week per living unit. Bulk items will include furniture and heavy metal appliances (washers, dryers, water heaters, stoves). These items will be picked up at the designated approved regular trash location.
9. Manner of Collection: Collection shall be made with a minimum of noise and traffic delay and all receptacles and containers shall be handled as carefully and quietly as possible and placed in their original location. Any spillage caused by the Solid Waste and Recyclables crew must be cleaned up immediately. PLEASE NOTE: SOLID WASTE IS COLLECTED AT THE REAR OF THE PROPERTIES (except along Lincoln Highway for the Public Receptacles). RECYCLABLES ARE COLLECTED AT THE FRONT OF THE PROPERTIES.
10. Trade Waste: Trade waste will not be collected by either the City or its Contractor, said materials being exempt from the provisions of the contract. The producer of such materials shall however, at his own expense, make arrangements with any Contractor for the removal and disposition of such materials.
11. Disposition of Solid Waste as Herein Defined: All of the Solid Waste contracted to be collected hereunder shall be delivered to and deposited at the Lanchester Landfill, Honey Brook, PA. Disposal will be charged to the City of Coatesville and all dump slips will be provided to the Director of Public Works five (5) business days after the close of each month.
12. Acts of God and Natural Disasters: The Contractor shall be excused without penalty from either collecting or cleaning the debris resulting from hurricanes, storms of unusually heavy capacity, disasters or other unusual phenomena of nature or acts of God which result in the production of substantial quantities of debris littering the streets and/or highways of the City or any private road or driveway therein. The Contractor must be available to provide service (Solid Waste pick up) for these types of situations that occur, at an additional cost to the City, based on the standard policies and rate of pay as maintained during normal circumstances. The Contractor will provide these services within six hours of notification.
13. Governmental Solid Waste Collection: Solid Waste from approximately 150 municipal Solid Waste containers on Lincoln Highway shall be collected at least once every day, Monday through Saturday, of each week, excluding designated holidays. Solid Waste collected on Wednesdays, Fridays and Saturdays will become the property of the contractor and they will absorb

disposal costs. These designated containers shall be collected prior to starting any other designated routes, but no later than 9:00 a.m. In addition dumpsters shall be placed at City Hall, City Garage< Ash Park, Community Center, Washington Hose Company, West End Fire Company and other various locations as identified from time to tome by the City Manager or his designee. The bidder must survey these locations to determine the size of each container. The containers at the perimeter of all City owned parks shall be collected the same day that neighborhood is scheduled and are to be provided by the City.

SEE ADDENDUM #3

The City owned parks are as follows:

- a. Abdala Park – 800 Block of Lincoln Highway
- b. Ash Park – South 3rd Avenue and Kersey Street
- c. Friendship Park – North 2nd Avenue and Lumber Street
- d. Palmer Park – North 9th Avenue and Chestnut Street
- e. Patton Park – 400 Block of Madison Street
- f. Jeanne Treadwell James Memorial Park – 900 Block of Coates Street
- g. Swing Park – 600 Block of Mary Street
- h. Valley View Park – Cambria Terrace

14. Bulk Items Not Picked Up. The following items are not to be picked up by the Contractor at any time:
- a. Yard Trimmings
 - b. Leaves
 - c. Christmas Trees
 - d. Tires
 - e. Refrigerators
 - g. Air Conditioners
 - h. Dehumidifiers
 - i. Computers, monitors and other electronic devices

D. Equipment and Personnel:

1. Types of Vehicles: All trucks shall be specifically designed to prevent leakage of any liquids or fluids. Open type vehicles may be used only for the collection of large items of household debris, which are separately collected in accordance with other provisions of this document. All open type vehicles shall be covered with a suitable covering to prevent the discharge of Solid Waste and Recyclables from the vehicles.

2. Condition and Appearance of Vehicles: All vehicles and equipment shall be maintained in good working and operating condition, both with respect to safety and sanitation. Equipment shall not be overloaded so that Solid Waste and Recyclables may spill or drop on the highways or maintained as to permit the leakage of fluids. All trucks shall be regularly cleaned and kept in proper condition. Trucks shall likewise be of a uniform color and shall bear the name and address of the Contractor plainly visible on both cab doors.
3. Cleanup: Each truck shall have at least one broom and shovel to clean up Solid Waste and Recyclables that may be spilled or otherwise scattered during the process of collection. All spillage must be cleaned up immediately.
4. List of Equipment: The Contractor shall file with the City Manager a list of all vehicles and equipment with identification information thereon. Changes in equipment shall be promptly reported to the City Manager so that at all times his records will be correct and accurate.
5. Storage of Equipment: The Contractor, at his expense, shall store and park his equipment at a convenient and lawful place. No trucks or equipment may be parked or stored on City streets except during collection periods.
6. Offensive Employees: The City Manager, or his authorized representative, may request a suspension or discharge of any employee for one or more of the following offenses during working hours, and the Contractor shall comply with that request as promptly as possible.
 - a. Drug and/or alcohol abuse.
 - b. The use of loud, profane, vulgar or obscene language.
 - c. Soliciting gratuities or tips from the public for services to be performed hereunder.
 - d. The refusal to collect or handle Solid Waste and Recyclables as herein required and defined.
 - e. The wanton or malicious damage or destruction of containers or receptacles.
 - f. The wanton or malicious scattering or spilling of Solid Waste and Recyclables.
 - g. Any other wanton, willful or reckless disregard of safety or sanitary requirements.
 - h. Any act which may constitute a public nuisance or disorderly conduct.
7. Contingencies: Nonperformance of its obligations by the Contractor which are substantial or such as to endanger the health and welfare of the residents of the City may, at the option of the City, be sufficient cause for the City to terminate the

contract and seek damages under the performance bond of the Contractor; provided, however, that such option shall not be exercised if the non-performance is caused by: (a) unavoidable casualties to more than a majority of the collection trucks of the Contract for a period not exceeding five continuous days because of a strike or strikes or other labor disputes of the employees of the Contractor which prevent operation of the Contractor's collection trucks; (b) legal acts of duly constituted public authorities, other than the City if such acts are not provoked by any act of omission or commission by the Contractor; (c) any act of God or nature; (d) civil disturbances or war.

Nonperformance by the Contractor for whatsoever reason, of any nature and regardless of whether it is substantial or a menace to the health and welfare of the residents of the City, shall be just cause at the option of the City for a pro rata deduction by the City of funds which would otherwise be due the Contractor for performance hereunder, except:

- a. The first two consecutive days or parts thereof, including Saturdays, Sundays and/or holidays, of a bonafided strike or labor dispute as aforesaid by Contractor's employees; or
 - b. The first seven consecutive days or parts thereof, including Saturdays, Sundays and/or holidays, or acts of God or nature as a result of which a majority of Contractor's collection trucks are rendered inoperable; or
 - c. Any day or days or parts thereof, not including Saturdays, Sundays and/or holidays, of acts of omission or commission which are under the control of the City.
8. Cooperative Actions: The successful bidder shall cooperate with the City Manager in the formulation of various programs which may be considered by the respective City In respect to Solid Waste and Recyclables management and other related problems, e.g., recycling programs.
 9. Contractors to Establish and Maintain Toll Free Telephone Number: The bidder shall establish and maintain a toll free telephone number which residents of the City may use to contact the collector on questions or problems.
 10. Notice to Citizens: Annually the Contractor will have printed and distribute a notice, after approval by the City Manager, the cost of which shall be borne by the Contractor, which lists the rules for the disposal and collection days and will prominently display the name and toll free telephone number for the Contractor.
 11. Emergency Phone Numbers: Provide the name and emergency telephone number for use by the city during emergencies.

E. Award of Service Contract:

The award of the service contract by the City, if made, will be made on or before sixty (60) days following the opening of bids, to the' lowest responsible bidder whose bid complies in all respects with the requirements as stated herein. Said contract shall in all respects be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The bond year

shall coincide with the date that work is to commence and a new bond year commences on each anniversary of such thereafter.

F. Not to Sublet or Assign Contract:

The successful bidder shall give attention constantly to the faithful performance of the work, shall keep the same in the firm's own control, and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the City of Coatesville. In such case, the firm shall state to the City in writing, the name and address of such subcontractor as it intends employing, the portion of the contract which is to be subcontracted, the place of business of the subcontractor and such other information as the City may require, in order to determine whether such subcontractor is reputable, reliable and able to perform the work as called for in the specifications.

The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

G. IDEMNIFICATION

The Contractor shall indemnify and hold harmless The City of Coatesville from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the City of Coatesville on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

BID FORM - CITY OF COATESVILLE

DUE DATE:

FOR:

FROM:

Bidder (Name of Individual, Company or Corporation)

Address

City, State, Zip Code

Telephone

BIDDERS STATEMENT: The above bid is submitted in conformance with the bid specifications and related documents. The bid is accompanied by an executed affidavit of Non-Collusion and a Bid Bond or certified check payable to the City of Coatesville in the amount of ten percent (10%) of the total bid not to exceed \$30,000. The person(s) signing the bid affirm they are the appropriate agents/officers of the bidder and have authority to submit this bid on behalf of the bidder.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

INCORPORATED under laws of: _____
State

Attest: _____

Title: _____

(SEAL)

(Affiant)

Notary Public

AFFIDAVIT OF NON-COLLUSION

(This Affidavit is part of the Proposal)

State of Pennsylvania : §

County of _____ :

BEING first duly sworn, deposes and says that he/she is

(Sole Owner, a Partner, President, Secretary, etc.)

of _____,

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Coatesville or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn to and Subscribed before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say that

I reside at _____

and that I am the _____ (title)

of _____. In such capacity and/or on behalf

of _____

it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an employee or applicant
(name of bidder)
for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.

2. _____ will take affirmative action to insure that all applicants
(name of bidder)
are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but shall not be limited to, the following employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. _____ will in all solicitations or advertisements for employees
(name of bidder)
for employees placed by or on behalf of _____
(name of bidder)
state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.

(name)

(name of company)

Sworn and subscribed before me this _____ day of _____, _____.

My Commission Expires: _____

(Notary Public in and for the County)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
(Bidder)

hereinafter called the Principal and _____
(Surety)

hereinafter called the Surety, are hereby held and firmly bound unto the City of Coatesville, hereinafter called the City, in the sum of _____ Dollars (\$_____) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that, whereas, the Principal has submitted to the City a certain Bid attached hereto and hereby made a part hereof, to enter into an Agreement in writing, for _____

NOW, THEREFORE,

- 1. If said Bid shall be rejected by the City, or in the alternative,
- 2. If within fifteen (15) days of Notice of Award the Principal shall duly execute and deliver a Performance Bond, Payment Bond, and Certificate of Insurance (if required by the Bidding Documents) in the amounts required and in the forms set forth in the Bidding Documents under which the Bid was submitted with a Surety or Sureties as required by said Bidding Documents and in the event of acceptance of his documents by the City shall, within the period specified therefor, enter into a written Agreement with the City in accordance with the Bid as accepted;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, and the Principal and Surety will pay to the City the full amount of this Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals this ____ day of _____, _____, the name and corporate seal of each corporation party being hereby affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

(Individual Principal)

_____(SEAL)
(Signature of Individual)

Witness:

Trading and doing business as

(Partnership Principal)

(Name of Partnership)

Witness:

_____ By: _____ (SEAL)
Partner

_____ By: _____ (SEAL)
Partner

_____ By: _____ (SEAL)
Partner

_____ By: _____ (SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

ATTEST:

By: _____
(Vice) President

(Assistant) Secretary

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

Witness:

_____ *By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(Name of Corporation)

Witness:

_____ **By: _____
Attorney-in-fact

** Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the Corporation.

FORM OF CONTRACT

CONTRACT FOR _____

THIS CONTRACT made this ____ day of _____ by and between _____ a corporation organized and existing under the laws of the State of Pennsylvania.

(_____ a partnership consisting of _____)

(an individual trading as (_____))

hereinafter called the "Contractor", and the City of Coatesville hereinafter called the "City",

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

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation and security services, and perform and complete all work required for _____ in an efficient workmanlike manner as follows: (Description of Work)

All in strict accordance with the Contract Documents for the above contract, including all addenda thereto numbered _____, all as prepared by the City Manager.

ARTICLE 2. The Contract Price.

The City will pay the Contractor for performance of the Contract, in current funds, subject to additions and deductions in said Contract work, the total sum of _____ dollars, _____ dollars, and _____ dollars.
One Year Two year
Three Year

ARTICLE 3. Contract.

The executed contract shall consist of the following:

- a. This Agreement
- b. Addenda, if any
- e. City Map
- f. General and Technical Specifications

c. Notice to Bidders

g. Affidavit of Non-Collusion

d. Instructions to Bidders

h. Bid/Proposal

This Contract, together with the other documents enumerated in the Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in three (3) original copies on the day and year first above written.

(Contractor)

Attest:

By _____

Title _____

(Street)

(City, State, and Zip Code)

Attest:

City of Coatesville

By _____

Title _____

(Print or type the names underneath all signatures.)

PERFORMANCE BOND

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address): City of Coatesville
1 City Hall Place
Coatesville, PA 19320

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date:
Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the work as defined by the Contract, which is incorporated herein by reference.
2. If the Contractor performs the work, the Surety and the Contractor shall have no obligation under this bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner default, the Surety's obligation under this bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 10 below, that the Owner is considering declaring a Contractor default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the work. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and
 - 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the work. Such Contractor default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the contract or to a contractor selected to perform the work in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the work; or
 - 4.2 Undertake to perform and complete the work itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the work, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the work, and pay to the Owner the amount of damages as described in Article 6 in excess of the balance of the contract price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Article 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner Solid Waste and Recyclables the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Owner under the contract. To the limit of the amount of this bond, but subject to commitment by the Owner of the balance of the contract price to mitigation of costs and damages on the work, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for:
 1. Completion of the work, as defined in the General and Technical Specifications.
 2. Correction of defective work as defined in the General and Technical

Specifications.

- 6.2 Additional legal, design professional, and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Article 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the work, and the balance of the contract price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor default or within two years after the Contractor ceased working and within two years after the Surety Solid Waste and Recyclables or fails to perform its obligations under this bond, whichever occurs first. If the provisions of this article are void or prohibited by law, the minimum period the limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page or as defined in the General Specifications in Article D.
11. When this bond has been furnished to comply with a statutory or the other legal requirement in the location where the contract is to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions
 - 12.1 Balance of the contract price: The total amount payable by the Owner to the Contractor under the contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the contract.
 - 12.2 Contractor default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.3 Owner default: Failure of the Owner, which has neither been remedied nor waived,

to pay the Contractor as required by the contract or to perform and complete or comply with the other terms thereof.

12.4 The terms used in this Performance Bond which are defined in the Instructions and Specifications have the meaning assigned to them in the Instructions and Specifications.

(Individual Principal)

_____(SEAL)
(Signature of Individual)

Witness:

Trading and doing business as

(Partnership Principal)

(Name of Partnership)

Witness:

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

ATTEST:

By: _____
(Vice) President

(Assistant) Secretary

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

Witness:

*By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(Name of Corporation)

Witness:

**By: _____
Attorney-in-fact

** Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

CERTIFICATE OF INSURANCE

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereby certifies that

(Name of Insurance Company)

_____ is insured through, and by us, for the _____

(Contractor)

_____ for the City of Coatesville.

(Purpose of Contract)

The Company further certifies that the Contractor carries the following forms of insurance in

accordance with the Contract Documents:

<u>Type of Coverage</u>	<u>Minimum Limits</u>	<u>Policy Number</u>	<u>Expiration Date</u>
1. Workers' Compensation (Including coverage under United States Longshoremen's and Harbor Workers Act, where applicable.)			
Employer's Liability			
2. Comprehensive General (Public) Liability, including the following:			
a. XCU coverage covering explosion, collapse, underground damage or blasting hazards where applicable.			
b. Products--Completed Operations Coverage until two years after substantial completion to be provided by endorsement or issuance of separate policy of insurance in name of Owner.			
c. Contractual Liability insuring the hold harmless and indemnification agreement.			
Bodily Injury			
Property Damage			

	<u>Type of Coverage</u>	<u>Minimum Limits</u>	<u>Policy Number</u>	<u>Expiration Date</u>
3.	Contractor's Protective Liability (If subcontractors are employed)			
	Bodily Injury Property Damage			
4.	Automobile Liability			
	Bodily Injury Property Damage			
5.	All-Risk Property Insurance			

The above information is hereby certified as true and correct by _____

_____, a legal agent for _____
(Name of Agent)

_____, who also agrees in the event of cancellation of
(Name of Company)

the insurance the Company agrees to give notice to the party at whose request this certificate is issued thirty (30) days before the date of cancellation, this _____ day of _____,

Year

(Signature of Agent)

(Name of Agent, Please Type)

(Address of Agent)

(Telephone Number)

(SEAL)

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____

(Contractor)

hereinafter called Contractor, has entered or will enter into an Agreement with the City of Coatesville, hereinafter called the Owner for _____.

NOW, THEREFORE, in consideration of the award of said Contract to the Contractor, as well as other good and valuable consideration, Contractor intending to be legally bound hereby, agrees to indemnify and save harmless the Owner, and _____ from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by any of the named parties above.

In any and all claims against any of the named parties above, or any of their agents or employees by any employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any one for whose acts any one or more of them may be liable, the indemnification obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount or types of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.

(Contractor)

By: _____

Attest:

By: _____

Date:

Proposal

Date _____

The undersigned, having carefully inspected the City of Coatesville either personally or through its duly authorized representatives, and also having carefully read and examined the instructions to Bidders, Affidavits annexed to Proposal and specifications, either personally or through a duly authorized representative which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with said requirements and to furnish all labor, equipment, services, and facilities in accordance with said Form of Contract, and the Contract Documents mentioned herein and to commence said performance when authorized by the City Manager upon awarding the bid.

The contract shall be bid to cover the years 2011, 2012 and 2013 starting from the date work commences (I.E., April 1, 2011). The bids shall provide a guaranteed price for each year with the guarantee specific to the contract year and additional option years. The City shall have the option of awarding the contract as a one year contract (2011), two – one year options for contract (2012 – 2013).

The basic consideration which the undersigned requires and proposes for the said performance is as follows:

City of Coatesville

Approximately 3,940 households
2,580 families residing in City
200 Commercial along Lincoln Highway
Population 2000-10,838
1.6 sq. miles

Bid includes Landfill Fees at the Lanchester Land Fill in accordance to with the County's Flow Control Ordinance.

One Year Contract:

Bid Amount – 2011	April 1, 2011 thru March 31, 2012	Total
\$ _____		\$ _____

1st Year Option Contract:

Bid Amount – 2012	April 1, 2012 the March 31, 2013	Total
\$ _____		\$ _____

2nd Year Option Contract:

Bid Amount – 2013	April 1, 2013 – March 31, 2014	Total
\$ _____		\$ _____

It is understood that a bid bond and/or cashier check in the amount of 10% of the contract year not to exceed \$30,000 is submitted and shall be subject to the terms and conditions stipulated herein.

Dated: _____ Bidder: _____

By:

Title:

Address:

(Seal)

Note: If bidder is a corporation, a corporate seal must be affixed and attached hereto; and there shall be a certified copy of a resolution of the Corporate Board of Directors, indication that the officer signing the above proposal has the authority to make said proposal and submit it for the Corporation.