

BOROUGH OF MOHNTON

**21 N. O'Neil Street
Mohnton, PA 19540**

REQUEST FOR BIDS

FOR

**REFUSE, BULK, AND RECYCLABLES
COLLECTION AND DISPOSAL**

Bids Due By: 12:00 P.M. on November 13, 2024

Bid Opening: 7:00 P.M. on November 13, 2024

**Loretta Imbody
Borough Operations Manager
Phone: (610) 775-0660
Fax: (610) 775-4419**

2024

BOROUGH OF MOHNTON
REFUSE, BULK, AND RECYCLING COLLECTION DISPOSAL AND
MARKETING

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**BOROUGH OF MOHNTON
BERKS COUNTY
REFUSE, BULK, AND RECYCLING COLLECTION
DISPOSAL**

LEGAL ADVERTISEMENT

Notice to Bidders

The Borough of Mohnton, a lawfully constituted municipality in the County of Berks, Commonwealth of Pennsylvania, will receive sealed bids and proposals for the “Collection and Disposal of Refuse, Bulk, and Recyclables” until 12:00 noon on November 13, 2024.

Digital Bid Specifications (PDF) can be found on the Borough Homepage: mohntonboro.org

Bids shall remain firm for a period of ninety (90) days.

The Borough of Mohnton reserves the right to waive any informalities or minor irregularities in or to reject any and all bids for any reason, and to enter into such a contract as may be deemed to be in the best interest of the Borough of Mohnton.

Questions regarding the bidding can be answered by calling the Borough of Mohnton at 610-775-0660.

Borough of Mohnton
Loretta Imbody
Borough Operations Manager

Reading Eagle
(affidavit required)

BOROUGH OF MOHNTON

EEO/AFFIRMATIVE ACTION STATEMENT

Borough of Mohnton, by and through the duly elected Mohnton Borough Council, pledges to provide equal opportunity without regard to race, color, religion, national origin, gender, sex, age, or disability. This pledge applies to all employees and applicants for employment in connection with hiring, placement, testing, transfer, promotion or demotion; recruiting, advertising or solicitation for employment; treatment during employment including but not limited to assignments, evaluation and work policies; selection for training or education; layoff or termination of employment; and rates of pay, fringe benefits or other forms of compensation including payment of wages to men and women performing substantially equal work.

Borough of Mohnton, by and through the duly elected Mohnton Borough Council, pledges to provide equal opportunity without regard to race, color, religion, national origin, gender, sex, age, or disability to all interested bidders who desire to submit a bid proposal for consideration by said Borough.

This statement is made in accordance with the Equal Pay Act of 1963 as amended, Title VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 dated September 24, 1965, the Age Discrimination Act of 1967 as amended, Executive Order 11375 dated October 13, 1969, the Americans with Disabilities Act of 1990 as amended and the Civil Rights Act of 1991 as amended.

BOROUGH OF MOHNTON

REFUSE, BULK, AND RECYCLING COLLECTION AND DISPOSAL

Directions to Bidders

1. General

The Borough of Mohnton, Berks County, PA will receive sealed bids for the “Refuse, Bulk, and Recyclables Collection and Disposal” contract for the Borough of Mohnton until 12:00 noon on November 13, 2024.

Bid Specifications can be obtained at the office of the Borough Operations Manager at 21 N. O’Neil Street, Mohnton, PA 19540.

Digital Bid Specifications (PDF) can be found on the Borough Homepage: mohntonboro.org

Contract shall have a three (3) year base term, with two (2) one-year (1-year) renewal options.

Bids shall remain firm for a period of ninety (90) days.

The Borough of Mohnton reserves the right to waive any informalities and minor irregularities in bids received or to reject any and all bids. The Borough of Mohnton may accept the bid of the lowest responsible bidder if they are deemed to be in the best interest of the Borough of Mohnton as may be determined by the Borough in its sole and absolute discretion for the contract period and the options as selected by the Borough and shall enter into a contract with such bidder.

Sealed bids shall be addressed to Borough Council, Borough of Mohnton, and marked “Refuse, Bulk, and Recycling Collection and Disposal”, in accordance with the specifications attached hereto and will be received at the office of the Borough Manager, 2 O’Neil Street, Mohnton, PA 19540, until 12:00 p.m. (noon) (local time) November 13, 2024. It is the sole responsibility of the bidder to have the Bid in the office of the Borough Manager prior to 12:00 p.m. (noon) November 13, 2024; no failure for any reason, including late mail delivery, to have the bid in the Borough Manager’s office will be excused. Bidders are encouraged to contact Borough Manager, Loretta Imbody at (610) 775-0660 with any questions.

2. General Background Information

Mohnton Borough provides critical public services to over 2900 citizens of Mohnton in the areas of police, fire, code enforcement, public works and infrastructure, and others. The collection of refuse is consistent with the objectives of the Budget Plan. Mohnton Borough reserves the unilateral right to award contracts based on cost, quality, timeliness, and other issues in the best interests of the Borough.

3. Signature of Bidders

The corporation, partnership, company, or individual name of the bidder must be signed in the space provided for the same on the bid form. In the case of corporation, 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 the officer's authority to make and submit such a bid on behalf of the corporation. In the case of a limited liability company, the title of the officer signing must be likewise stated and the company officer executing the document on behalf of the company shall attach thereto a certified copy of a resolution of all the members of the company indicating the officer's authority to make and submit such a bid on behalf of the company. In the case of a partnership, the signature of all of the partners must follow the firm name together with an indication that all of the partners have signed. In the event that some other agent of the partnership submits or executes a bid for the firm, they shall attach thereto a notarized statement signed by each of the partners indicating that they are authorized to act as an agent for the partnership in this endeavor. In the case of any bids submitted by an individual, the designation "individual proprietorship" shall follow the signature in question, any trade name used by a non-corporate bidder shall be so designated and shall be indicated as having been registered under the Fictitious Name Registration Act with the Pennsylvania Department of State. Failure to adhere to this condition will render the bid non-responsive.

4. Bid Security

To guarantee that the contract will be executed if awarded, each bid must be accompanied by a certified check, cashier's check, or a bid bond in the amount of ten (10%) percent of the Bid to ensure good faith bidding. Such checks shall be made payable to the order of "Borough of Mohnton." If a surety bid bond is utilized, it shall be issued by a surety authorized to do business in Pennsylvania and shall be mandatory that the bid bond specifically identify the bid to which it relates, and the date of the bid and as required in Section 5 below. Additionally, it shall be mandatory that the Power of Attorney accompanying a bid bond evidencing the authority of the person signing on behalf of the surety company to sign a bid bond shall be dated the same date as the bid bond. Furthermore, it shall be mandatory that the bid bond itself be dated as well as signed by the principal bidder and an officer of the surety company, and that a most recent financial statement of the surety be attached.

5. Consent of Surety

Each bid shall be accompanied by an officer signed consent of surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania and listed in the most recent revision of U.S. Treasury Dept. of Circular 570 with its underwritten limitation therein stated at least equal to \$20,000,000. The consent of surety shall state that the surety company in question unconditionally agrees to furnish the required performance bond and any other bond which is made a condition of the awarding of the contract. The consent of surety must specify and guarantee the full amount of the contract awarded including any option period required of the performance bond to be submitted. Each Consent of Surety must include the surety's most recent available financial statement. Failure to provide the required Consent of Surety at the time the bid is submitted shall preclude a bid from being considered.

6. Bid Security Returned

The certified checks, cashier's checks, or bid bonds of the unsuccessful bidders will be returned after the contract is awarded and the check or bid bond of the successful bidder will be returned to them after the execution of the contract and bond.

7. Operating Plan

Each bidder must submit with the bid a comprehensive operational plan. This plan must include detailed information as follows:

- a) Resumes of the staff involved with the collection
- b) Description of trucks to be used
- c) Staffing Plan for vehicles
- d) Supervision of routes
- e) Customer Service Program
- f) Collection Safety Program

8. Bidder Qualifications Questionnaire

The Bidder Qualification Questionnaire is attached hereto as “Exhibit B” and must be fully and completely answered and submitted with the bid.

9. Disposition of the Residential Solid Waste

The Contractor shall dispose of residential solid waste in such facility as approved by the Borough and as approved and permitted by the PA DEP (or other state or federal regulatory agencies) which meets all Federal, State and Local statutes, rules, regulations, and standards. The Bidder shall supply a copy of the PA DEP permit and letter from **both a primary and backup landfill**. The letter must be signed by the facility manager or other authorized individual and must state that the facility has the capacity to accept the waste for the full term of the contract and is willing to provide contractual capability to the bidder guaranteeing the Borough’s waste removal for the three (3) year (base) term with two (2) optional one-year (1-year) extensions.

10. Recycling

The Borough of Mohnton is desirous of recycling and marketing recoverable materials in accordance with state, county, and local regulations. During the life of the contract, the successful bidder will be required to cooperate with the Borough of Mohnton in its attempts to maintain and develop various recycling programs, in conjunction with the Commonwealth of Pennsylvania’s mandatory recycling program and as stipulated in the attached specifications marked as “Exhibit A”.

11. Contract Bond

Prior to the execution of the service contract, the successful bidder will be required to furnish a performance bond for the faithful performance of the contract in an amount equal to 100% of the full term of the contract, plus one hundred percent (100%) of the option years when elected. Any bond can be reduced to cover the full amount of the remaining years of the contract as each year is completed.

Agents of bonding companies which write bonds for the performance of this contract shall furnish the necessary Power of Attorney, bearing the seal of the company, and evidencing such

agent's authority to execute the particular type of bond to be furnished as well as the right of the surety company to do business in the Commonwealth of Pennsylvania.

In case of failure or refusal on the part of the bidder to enter the said Contract and file the aforesaid Bond within fifteen (15) days of the notice of award, the 10% deposit as referenced in Section 4 of these Directions, will be forfeited and paid to the Borough of Mohnton.

12. Not to Subcontract or Assign Contract

The Contractor shall not assign or subcontract any of its rights or duties under the contract to any third party. The Contractor shall be responsible for the municipal solid waste and recyclable materials collection in the Borough from point of collection within the boundaries of the Borough of Mohnton to point of entry at the ultimate disposal site or material recovery facility. Any transportation required must be performed by the Contractor utilizing their own equipment and manpower.

13. Reservations and Annulments

The Borough Council will determine who is the lowest responsible bidder upon the basis of the bids submitted. The Borough Council reserves the right to reject any or all bids and may re-advertise if the best interests of the Borough will be promoted. The Borough Council also reserves the right to waive technical defects and minor irregularities if, in its judgment, the interests of the Borough shall so require. Further, the Borough Council reserves the right to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Borough articles and service inferior to that required by the contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right or claim of the Borough of damages for the breach of any of the covenants of the contract by the Contractor.

No proposal will be considered from any person, partnership, company, or corporation, who has defaulted in the performance of any contract or agreement made with the Borough of Mohnton or who has failed to perform satisfactorily such contract or agreement.

14. Payments

The Borough will pay, and the Contractor shall accept the price stipulated in the bid submitted by the Contractor as full compensation for the collection and disposal of refuse, bulk, and recyclables. The price shall cover the costs of all labor, material or any other expense needed to complete the contract in all details.

The price for each year of the contract shall be invoiced in equal monthly installments. The Contractor shall render invoices on the final day of each month and the Borough shall pay such invoice within thirty (30) days after receipt of invoice subject to any corrections or reductions as permitted by the bid and contract. All prior month waste loads and recycled slips indicating tonnage and disposal locations must be included with invoices for payment.

By entering into this contract, the bidder acknowledges that each and every non-performance of the contract requirements or specifications causes the Borough of Mohnton to incur extra administrative and employee expenses. The bidder acknowledges that upon documentation

of a non-performance violation, the Borough may make adjustments to payments in accordance with item No. 23 of the Specifications and Requirements attached hereto as “Exhibit A”.

15. Bids May Be Rejected As Informal

Proposals or bids, which contain erasures, alterations, conditional bids, omissions, or irregularities of any kind, may be rejected as informal. The Borough of Mohnton reserves the right to reject any or all bids if deemed not in the best interest of the Borough.

16. Time of Commencement and Expiration of Contract

The Contractor shall begin work on the 1st day of January, 2025 and shall continue for the three (3) year (base) term, with two (2) optional one-year (1-year) extensions.

17. Contract Extension

The Borough of Mohnton has the right to extend the contract term for two (2) additional periods of one (1) year each. The Borough of Mohnton may exercise its right for the option year(s) by notifying the contractor any time from the time of the original award up until (180) days prior to the expiration of the contract term.

(End of Directions to Bidders)

BOROUGH OF MOHNTON

REFUSE, BULK, AND RECYCLABLES COLLECTION AND DISPOSAL

“EXHIBIT A”

SPECIFICATIONS AND REQUIREMENTS

For the Collection, Disposal, and Processing of Refuse, Bulk, and Recyclable Materials

1. Work To Be Done

The work to be done under this contract consists of the collection by the use of packer or other such vehicles from the curb or street and disposal in the manner herein described of all refuse, bulk items, and recyclables from all residential and commercial units specified by the Borough of Mohnton, within the corporate limits of the Borough of Mohnton, Berks County, Pennsylvania as is currently existing. It is understood and made a part of this contract that the collection and disposal of refuse gathered from Borough buildings and other Borough facilities placed in containers or dumpsters is covered in the total bid submitted. The work will require the contractor to collect all refuse and bulk at each location one (1) time per week. The work will require the contractor to collect recyclables one (1) time per week. No change in collection days will be accepted. A supervisor must be on-site in a separate vehicle from the normal waste and recycling crews. This supervisor shall be on call at all times during the process of collections.

2. Definitions

REFUSE: Garbage, bulky rubbish, ashes, refuse, and rubbish as herein defined.

Garbage – Animal and vegetable matter after it has been used or prepared as food for human, including kitchen and table wastes of animal or vegetable nature such as vegetables, fish, bones, fat, and other ordinary wastes resulting from the preparation of foods wastes resulting from the handling, preparation, cooking, or consumption of foods.

Rubbish – Rags, street sweepings, dead animals, excelsior, boxes, old clothes, mattresses, old shoes, leather scrap, oilcloth, carpet, and any and all other flammable waste materials which result from the ordinary conduct of housekeeping, including but not limited to, glass, metal, paper, plant growth, wood, or nonputrescible solid wastes.

Ashes – The residue from the burning of wood, coal, coke or other combustible materials.

Refuse – All solid wastes except for body wastes which shall also include garbage, ashes, and nonputrescible solid wastes.

BULKY RUBBISH:

Bulky Rubbish – Discarded furniture, bathtubs, sinks, commodes.

RECYCLABLE:

Recyclable – All items as defined in Part 3 Recyclables §20-304 of Chapter 20 “Solid Waste” of the Borough Code (Ordinance 798) of the Borough of Mohnton.

3. Collection of Bulky Rubbish

As part of the base bid each unit will be able to place (1) bulk item or one container of construction debris per collection.

If a construction permit is required for any home repairs, construction, maintenance, or renovation, it is the responsibility of the property owner to eliminate any construction debris that is generated from the job site.

4. Manner of Handling and Disposal of Refuse, Bulk, and Recyclables

All refuse, bulky rubbish, and recyclables handled and disposed of by the Contractor shall be handled and disposed of so as to prevent the omission of offensive odors of any kind and the facility shall at all times be operated so as not to cause conditions detrimental to public health or which otherwise may constitute a public nuisance. The Contractor shall at their own expense be required to furnish, at, in or about any and all parts of their collection area or disposal facilities, such disinfectants or deodorants and in such quantities as from time to time may be required by the owner of the facility/landfill or of the Borough Council.

5. Methods of Collection

All refuse should be collected in watertight, covered plastic or metallic cans or plastic, bagged, and securely tied. Large ruffraff need not be bagged. All ashes must be placed in a non-flammable metallic container. Newspapers and magazines shall be securely tied in bundles or placed in brown paper bags. The aforesaid materials shall be removed without spilling, loaded in the truck, and delivered to the disposal area. Where dumpsters are used, collection shall include them. No rental shall be paid under this contract for any dumpsters placed by the bidder/Contractor. Trucks for the removal of refuse shall be of metal, securely covered, water-tight, strongly built, kept thoroughly cleaned and well painted and must have the name of the Contractor and number painted on each side of the same, in letters of a size to be read and always legible. Open trucks or trucks covered with a tarp will only be acceptable for the collection of bulk items and recyclables and not acceptable for the collection of any refuse. All trucks employed in refuse collection in the Borough shall be equipped with a broom and shovel for the immediate clean-up of spilled material. The Borough reserves the right to inspect all trucks so employed for such equipment at any time during normal operating hours. Further, trucks must meet specifications included in item #18 of the Specifications.

6. Days When Collecting Shall Be Made

The days of collection shall remain the same throughout the period of the contract. This may be changed only with the prior consent of Borough Council based on justifiable cause. Collections of refuse, bulky rubbish, and recyclables must be accomplished according to the contract schedule.

7. Hours When Collections Shall Be Made

Under normal conditions, all collections shall be made between the hours of 5:00 a.m. and 4:00 p.m.

Refuse will not be collected on the following holidays if they fall on pick-up days:

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

Should a pickup day fall on a holiday, said refuse, bulky rubbish, and recyclables shall be collected on the next business day.

All efforts shall be made so that refuse shall not be collected during a weekend.

8. Existing Schedule of Collection

Pick-up Trash on Wednesday – All Borough Streets.

Pick-up items: refuse

Pick-up Recyclables (bi-weekly) on Monday – All Borough Streets.

Pick-up items: recyclables

9. Containers to be provided by Residents or Tenants

All parties or persons occupying premises within the Borough of Mohnton, Berks County, Pennsylvania, will be required to provide water-tight plastic or metallic cans with outside handles and with tightly fitting covers and of a capacity of not less than ten (10) gallons and not more than sixty-four (64) gallons, or plastic garbage bags. Refuse shall be thoroughly drained of all water and placed in plastic bags and placed in an approved container. All refuse containers collected must be placed on the street curbside in time for collection by the Contractor. In case of dispute, the Borough Council shall decide as to the location to be selected for the placing of containers by the owner or tenant. The Contractor shall not operate their equipment on private property within the Borough of Mohnton in the performance of this contract, unless written permission to do so is given to the Contractor. Such written permission shall specify the nature of permitted use.

10. Handling of Containers

All collectors shall exercise reasonable care in the handling of refuse and recyclables containers and shall not willfully break, deface, or damage the same. Denting and damaging of refuse containers or other receptacles will not be tolerated. The collector shall return the container to the sidewalk or grass area at the point of collection together with the container's respective lid, if any.

11. Penalty for Container Damages

Contractor shall be liable for all approved containers broken, damaged or destroyed by improper or careless handling of the same by the Contractor's collector and shall either, (1) replace all such broken, damaged or destroyed containers at its own expense within 2 business days, or (2) pay the affected resident(s) Fifty (\$50.00) per damaged/destroyed or broken container, whichever is more expensive .

12. Rules Under Which Refuse, Bulky Rubbish, and Recyclables Shall Be Collected

The Contractor will not be required to collect refuse, bulky rubbish items or recyclables unless the provisions of Chapter 20 "Solid Waste" of the Borough Code of the Borough of Mohnton or the provisions of this document are adhered to by the owner or the tenant.

13. Investigation and Reporting of Complaint

If the Contractor determines that the refuse set out by residents is unacceptable due to non-compliance with the provisions of this document and of Chapter 20 "Solid Waste" of the Borough Code of the Borough of Mohnton and/or insufficient preparation of recyclable materials, they shall follow the rejection procedure below.

If such improperly prepared materials are placed out for collection, the Contractor shall have the option to collect, or to leave the items, and in any case shall leave a sticker or other form of notification approved by the Borough explaining the proper method of preparation of refuse and recyclable materials, record the address on forms acceptable to the Borough and report it to the Borough Manager. Notification shall take place on the day the items are rejected, or the items shall be considered a missed collection.

14. Materials Collected to be Property of Contractor

The Contractor for the collection and disposal of any material mentioned in these specifications will become the owner of such material from the time of its collections.

The Contractor has total responsibility for the proper and lawful disposal of all refuse, bulk items and recyclables and shall bear any and all costs included therewith regardless of cause. Costs incidental to disposal remain the sole responsibility of Contractor. Over the term of the contract, the quantity and tonnage of collection may change, but Contractor must meet and comply with all pertinent specifications regardless.

Contractor is entitled to any and all proceeds derived from the sale of recyclable items collected under this contract.

15. Exclusive Right to Successful Bidder

The exclusive right and privilege of collecting, removing, and disposing of all refuse, bulk and recyclables from all residential and commercial units collected in the Borough of Mohnton will be given to the successful bidder at the sole discretion of the Borough of Mohnton Council. The Borough will take reasonable lawful action to prevent any person other than the Contractor from gathering, hauling, removing, or carrying any material from the residential and commercial units specified by the Borough of Mohnton within the Borough's limits of which by these specifications the Contractor is required to dispose.

16. Blockage of Streets by Ice, Snow, Road Repair, Etc.

If streets or other public thoroughfares are blocked due to any cause, making such thoroughfares impassable, the Borough shall notify the record owners of the property abutting on such affected streets or roadways to transport their refuse to streets where pick-up may be made by the Contractor. If time constraints preclude notification of affected owners, the resolution of the problem shall be made by the Contractor and Borough Manager.

If, due to weather conditions, the Contractor suspends or cancels collection, the Contractor shall be required to notify the local news media, TV & Radio Station announcing said cancellation or suspension. Immediate notification to the Borough is required. This can be in the form of contacting the Borough Manager during regular business hours or the non-emergency police dispatch at (610) 775-0660.

17. Contractor To Have Telephone In House And Office

The Contractor shall have telephone communication in its own name and office, or plant property listed in the Mohnton Borough Office. The Contractor shall have sufficient office staff to handle and respond to an average of three (3) collection complaints per day. The Contractor shall be available for communication with the proper Borough officials at all times, twenty-four (24) hours per day, seven (7) days per week.

The Contractor shall provide the Borough Manager with the name(s), address(es), and phone numbers of the supervisor(s) under whose direct supervision the crews will be making collections. The supervisor each week shall visit the Borough's office at 21 N. O'Neil Street, Mohnton, PA 19540 for the purpose of discussing the operation activities and complaints.

18. Qualifications and Inspections of Trucks

The Contractor will be required to present their trucks for inspection within the Borough limits at such reasonable time and place as may be designated by the Borough Manager. The Contractor is responsible for the maintenance of all equipment and the equipment is subject to the inspection and approval of the Borough of Mohnton.

All trucks and vehicles used by Contractor shall be kept in good repair, well painted, numbered, thoroughly cleaned, and disinfected with disinfectants furnished by the Contractor, at least once a week so that they are free from odor at all times.

All bidders/Contractors must specify the number and type of all garbage-type collection truck bodies and recycling trucks, fully covered and enclosed, that will be used during the performance of the contract period. If such equipment is presently owned or leased, the bidder shall supply detailed inventories including photographs of their equipment and all accessories by type, model, year of manufacture, and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately, the time remaining on each leased machine and options of renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this contract must be available upon the effective date of the commencement of operations. Delivery guarantees by manufacturers shall be attached to the bid document. Any vehicle over five (5) years old shall be presumed to be unacceptable unless the Contractor can provide evidence to the Borough's satisfaction of the contrary. If equipment is to be purchased, then catalogs and descriptive matter must be submitted in sufficient detail to satisfy this request.

19. Observance of Laws and Ordinances

All Borough Ordinances, laws of the Commonwealth of Pennsylvania and of the United States must be observed by the Contractor. It is the sole responsibility of the Contractor to obtain all necessary permits and licenses and provide copies to the Borough Manager.

20. Motorized Equipment to be Used

Motorized equipment alone shall be used and employed in the performance of this contract, except when not practical or feasible.

21. Emergency Truck

The Contractor shall at all times have available a truck which shall not be employed on a regular route in the collection of garbage, but which shall be used in case of emergency upon the call of the Borough Manager or their designated representative. This truck need not be the standard, covered, packer type. A tarp must be used to cover material if this truck has an open body.

22. Workman's Compensation – Liability Insurance

Each bidder shall submit, with its bid, a Certificate of Insurance by an insurance company satisfactory to the Borough evidencing the existence of the mandatory minimum coverage required by the section.

The Certificate of Insurance shall designate the Borough as an additional insured and shall, at a minimum, provide the following coverage:

A. General Public Liability Insurance (non-automotive) for personal injury and damage to property shall not be less than \$5,000,000 for each occurrence and \$5,000,000 aggregate.

B. Total Automobile Liability Insurance including primary combined single limit coverage and excess auto liability coverage not less than \$10,000,000 for each occurrence and \$10,000,000 aggregate. Coverage must also include pollution liability coverage (Endorsement CA9948) in the amount of \$1,000,000 per occurrence.

C. Workmen’s Compensation coverage shall not be less than the statutory minimum and employer liability coverage shall not be less than \$1,000,000 for each occurrence.

The aforementioned policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall name the Borough as an additional insured and be designed to protect the Borough from any and all claims for damages of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of their contract, whether such obligation be controlled by the Contractor or by someone directly employed by them for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

Each and every insurance policy required by the terms of this contract shall carry an endorsement to the effect that the insurance company will give at least ninety (90) days written notice to the Borough of cancellation of any such policy or policies. Failure of the bidder to include the required Certificate of Insurance shall render the bid non-responsive and ineligible for award.

23. Agreed Upon Deductions to be Made for Non-Performance of Contract

It is understood and agreed that the Borough Manager has a right to deduct from the monthly payments made to the Contractor the following amounts as liquidated damages for non-performance of certain requirements, if not corrected within twenty-four (24) hours notice by the Borough to Contractor, of this contract:

- | | |
|--|--|
| 1. Refuse not collected, per house | \$25.00 |
| 2. Complaint not attended to | \$25.00 – first |
| offense; \$50.00 – second offense; \$100.00 – third offense | |
| 3. Damaged container not replaced as required* | \$30.00 – first |
| offense; \$50.00 – second offense | |
| *- Note: Liquidated damages are in addition to (and not in lieu of) cost of a new container. | |
| 4. Spilling of any refuse in conveying it from the curb to the trucks and failing to immediately gather it up and clean street, for each offense | \$50.00 |
| 5. Damage to Borough property or street clean-up | To be billed at time and material rate |
| 6. Offenses of employees of the Contractor as set forth in Section 35: Per Occasion Depending on severity | Up to \$100.00 |

7. Failure to properly collect and dispose recyclables:

- (a) Minor offense such as but not limited to placing recyclables in trash packer. \$30.00 per unit
- (b) Major offense such as but not limited to Improperly disposal or land filling of recyclables. \$500.00

It shall be a condition of the contract that the question of deduction shall be decided by the Borough Manager subject to an appeal to Borough Council. The decision of the Borough Council on the question shall be final and conclusive.

24. Modification of Contract

This contract and the specifications and requirements herein contained may be modified and changed from time to time as may previously be agreed upon in writing, between the parties hereto, in a manner not materially affecting the substance thereof, provided, however, that the consent of the Borough Council be first obtained.

25. Conditions Under Which the Contract May be Cancelled or Terminated by Borough Council

If the work under this contract shall be abandoned by the Contractor, or if this contract shall be assigned or the work subcontracted by them other than as specified herein, or if at any time the Borough Council shall be of the opinion, and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonable delayed, or that the Contractor is violating any of the conditions or covenants of this contract, or the specifications thereof, or if evidence of collusion among Contractors is found, the Borough Council may cancel and terminate this contract by a written notice, to be served upon the Contractor either personally or by leaving it at their residence or office, and the Borough Council shall thereupon have the power and is hereby authorized to procure, in the manner prescribed by law, such and so much of said work to be performed as may be necessary to fulfill this contract. The Borough shall have the power and is hereby authorized to charge the Contractor for all costs until such time as the expiration of the contract if the same had been completed by the Contractor; said costs being deducted from the bond filed by the Contractor. The Borough may, pending the execution of a new contract to complete the one called for in this contract, and the commencement of work thereunder, use Borough equipment, vehicles, conveyances, and other means of transportation for the final disposition of the materials herein before referred to. The Borough may also utilize vehicles and equipment belonging to or used by the Contractor at the expense of the Contractor or their surety and to hire and employ as many people as may be necessary to operate said plant, vehicles and conveyances and other means of transportation and to hire such other plant, vehicles and conveyances as may be necessary to perform the work provided for in the contract and to take such other means for the disposal of the refuse, bulk and recyclables as may be necessary.

26. Authorizing Borough to Perform Contract

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Borough Council decides not to cancel and terminate this contract as provided in previous clause, the Borough Council shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work at the total expense of the Contractor and to deduct such expenses and collect the cost of the same out of the bond filed by the Contractor.

27. Strike Clause

The Borough of Mohnton shall hold the Contractor responsible for failure to pick-up refuse due to striking of personnel employed by the Contractor. Furthermore, the Borough of Mohnton will hold the Contractor responsible for failure to pick-up refuse due to striking of personnel at a landfill or incinerator, or recycling center.

28. A. Roll Off and Top Load Containers

These must be deployed and serviced by the Contractor, at all times, for various trash, and recycling purposes the following containers:

1. One (1) 20 cubic yard open top for mixed construction debris at 21 N. O'Neil Street (Maintenance Garage), collected approximately 4 times per year. Borough will call as needed.
2. One (1) 6 or 10 cubic yard top loader at the Maintenance Garage (21 N. O'Neil Street) – weekly service for Borough use.

All Roll Off & Top Loader services are to be included in the contract price.

3. Estimated Dumpsters in the Borough currently in use:
 - a. Borough Playground – One (1) 3 Cubic Yard Dumpster, or, what is currently in use;
 - b. Highbrook Condominiums - One (1) 3 Cubic Yard Dumpster, or, what is currently in use;
 - c. Crown Point Condominiums - One (1) 3 Cubic Yard Dumpster, or, what is currently in use (likely a second one will be required);
 - d. Mifflin Woods - One (1) 3 Cubic Yard Dumpster, or, what is currently in use;

29. Information to Bidders

It is estimated that collection will be required from approximately 1,250 single-family homes, multi-family residential units, and specified commercial units.

30. Commercial Dumpsters

The Borough of Mohnton allows commercial entities the opportunity to voluntarily contract with the municipal hauler or any other hauler of their choice. The Bidder should supply contract prices for weekly Dumpster service to commercial properties in the form of 4 through 15 cubic yard dumpsters.

31. Report of Tonnage Collected

The person or firm to whom the contract is awarded shall, upon request, submit to the Borough of Mohnton monthly, a detailed report on the volume of solid waste and recyclables collected in the Borough: this report must be included with the Contractors invoice for the following month (i.e. the report for the month of January would be required to accompany the invoice for February). Any invoice not accompanied with the previous month reporting requirements shall be considered as sufficient reason for non-payment until the reporting requirements are met. At a minimum the report shall include:

- a. Summaries of tonnages of all materials collected, including weight receipts by material types.
- b. Summaries of tonnages of all materials delivered for disposal, by material type.
- c. A log or copies of all rejection notices distributed to residents for collection refusals.
- d. Number and type of complaints received by category and their resolution (on forms approved by the Borough).
- e. A log or copies of all rejection notices received from disposal facilities.
- f. Any other information, as deemed necessary by the Borough.

The Borough reserves the right to inspect records and recordkeeping procedures at any time during normal business hours.

Payment shall not be made unless the Contractor submits all requested documentation, including monthly report, certification by the disposal facility, and the amount of Borough municipal waste deposited.

32. Taxing

The Borough of Mohnton is exempt from State and Federal taxes. The price bid must be net exclusive of taxes. However, the successful bidder may claim no exemption upon their purchase of materials, supplies, equipment, or parts needed to complete bid requirements.

33. Safety

All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State, and/or local Safety or Environmental Codes.

34. Equal Employment

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, gender, or national origin. Contractor will take steps to ensure that applicants are employed without regard to their race, color, religion, gender, sex, age, or national origin. Such action shall include but 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.

35. Personnel

The Contractor shall employ only competent persons, skilled in their various job requirements. Each employee shall be supplied with a numbered identification badge for proper identification as an authorized refuse/recycling collector.

Collection personnel shall be required to perform all work in a quiet and orderly manner and shall not interfere with the safe passage of pedestrians or vehicular traffic. The Borough Manager and the Borough Council, may impose a penalty, as set forth in Section 23, for any of the following offenses by employees of the Contractor during working hours including, but not limited to:

1. Intoxication.
2. Use of loud, profane, vulgar, or obscene language or gestures.
3. Soliciting gratuities or tips from the public for services to be performed as a part of this contract.
4. Refusal to collect or handle refuse, bulk and recyclables as herein required.
5. Wantonly or maliciously damaging or destroying containers or receptacles.
6. Wantonly or maliciously scattering or spilling of refuse.
7. Wanton, willful, or reckless disregard of public safety or sanitary requirements.

The Borough shall have sole decision as to what offenses violate this clause.

36. Designated Recyclable Materials

The work to be done under this portion of the agreement shall include the weekly collection of all recyclables designated by the Borough from all properties and Borough facilities, which receive municipal waste collection services. The collection of these materials shall commence on the second regularly scheduled day of municipal waste collection under this contract and continue through the balance of the term of the contract. If the option for once per week trash collection is accepted recyclables will be collected on the same day as refuse.

The Borough designated recyclables to be collected from residences shall be:

- a. Commingled collection materials
- b. Newsprint
- c. Mixed paper products such as junk mail, magazines, telephone books, and other home generated paper waste.

The Contractor shall understand that they shall collect a minimum of nine (9) Borough-accepted recyclable materials for the entire contract period. The Contractor may be required to collect additional recyclable materials upon receiving written direction from the Borough. Borough accepted recyclable materials include clear glass, brown and green glass, aluminum cans, tin cans, bi-metallic cans, aerosol cans, steel cans, and plastic containers of #1 and #2 plastics.

The Contractor is prohibited from the disposal of the Borough's collected and/or processed recyclable materials at a landfill without the Borough's prior written consent.

37. Mailer to all Properties

The Contractor shall provide an annual mailer with updated contract information, reminders, contact information, and any changes to all properties within the Borough service area. The list of address can be obtained from the Borough office.

38. Contract Collection

Pick-up on Wednesday – All Borough Streets.

Pick-up items: Refuse and bulky rubbish

Pick-up on Monday (bi-weekly) – All Borough Streets.

Pick-up items: Refuse, bulky rubbish; recyclables picked up every other Monday

Should a pick-up day fall on a holiday, said refuse and recyclables shall be collected on the next business day.

Extension Options

The Borough of Mohnton has the right to extend the contract term for two (2) additional periods of one (1) year each. The prices for the extension options shall not be used by the Borough to award the bid but the prices will be binding on the successful Contractor if the Borough exercises such options.

(End of Specifications and Requirements)

BOROUGH OF MOHNTON

REFUSE BULK AND RECYCLING COLLECTION AND DISPOSAL

**“EXHIBIT B”
BIDDER QUALIFICATION QUESTIONNAIRE**

It is mandatory that each entity submitting a bid for this contract complete this Bidder Qualification Questionnaire. For purposes of the Qualification Questionnaire, the term “Bidder” shall include the entity that is submitting the bid for this contract and the owners, shareholders, members, partners, officers, directors and high managerial employees of the entity, as well as any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership or other entity related to or associated or affiliated with the entity that is submitting the bid for this contract, and the owners, shareholders, members, partners, officers, directors and high managerial employees of those related, associated or affiliated entities. For purposes of this Qualification Questionnaire, the term “Bidding Entity” shall mean the entity that is submitting the bid for this contract.

All questions must be answered. The failure to complete any portion of this questionnaire shall render a bid non-responsive. Any omissions or misrepresentations that the Borough deems material will also render a bid non-responsive. The Borough shall reject all bids that are non-responsive.

In the space provided and using additional sheets, if necessary, please answer the following questions:

1. Please list the names of any parent corporation, Subsidiary Corporation, affiliated corporation, proprietorship, partnership, company, or other entity related to, or associated with the “Bidding Entity”.

2. List and describe the nature of any felony or misdemeanor criminal convictions of the “Bidder or guilty plea or plea of no contest by the “Bidder” in the last seven (7) years.

3. In the last ten (10) years has the “Bidder,” as a Defendant in a criminal action, ever been found guilty of or plead guilty or no contest to any violation of the anti-trust laws of the United States?

YES _____ NO _____

If yes, please provide the following information:

(a) The date of the conviction or plea.

(b) The court where conviction or plea was entered.

(c) Names of Defendants who were found guilty or plead guilty or no contest.

(d) Crimes which Defendants were found guilty or plead guilty or no contest to.

(e) Sentence imposed by the Court including, but not limited to, incarceration, probation, and fines.

4. In the last ten (10) years has the “Bidder,” as a Defendant or Respondent in a civil action, ever been adjudicated in violation of the anti-trust laws of the United States, had a verdict or judgment entered against it, him or her for any violation of the anti-trust laws of the United States, or has the “Bidder” ever entered into a settlement agreement, consent agreement or other similar agreement that resolved a civil action in which a violation of the anti-trust laws of the United States was alleged?

YES _____ NO _____

If yes, please provide the following:

(a) State whether the civil action resulted in a verdict, judgment, and consent agreement or settlement agreement.

(b) The date of the verdict, judgment, consent agreement, settlement agreement.

(c) The name of the court, in which the verdict was rendered, the judgment entered, or the consent agreement or settlement agreement recorded.

(d) The names of the Defendants against whom the verdict judgment was entered.

(e) The amount of the verdict or judgment entered.

(f) Attach a copy of any consent agreement or settlement entered into by the "Bidder".

5. Does the "Bidder" own and/or operate any sites that are superfund sites as designated by the Environmental Protection Agency on its National Priority List for site clean-ups?

YES _____ NO _____

If yes, please provide the name and location of each such site.

6. How many years of experience has the "Bidder" had in the collection of residential waste under municipal contracts?

7. The "Bidder" must provide letter references dated within the last two (2) years from at least three (3) Pennsylvania municipalities evidencing satisfactory performance under a municipal contract. Those references letters must be attached to the Qualification Questionnaire.

8. In the last ten (10) years, has the “Bidder” ever failed to complete a municipal collection contract that was awarded to it?

YES _____ NO _____

If yes, please describe the circumstances

9 The “Bidder” must list at least three (3) Pennsylvania municipalities with which it currently has a contract for municipal recycling collection, and the “Bidder” must provide the names and telephone number of the municipal employee that oversees each such contract.

(a) Municipality _____

Municipal Contact Person _____

Telephone Number _____

(b) Municipality _____

Municipal Contact Person _____

Telephone Number _____

(c) Municipality _____

Municipal Contact Person _____

Telephone Number _____

10. Attach a copy or sample of your “Notice to Customer and Reason of Refusal to Pick-up Material.” Explain how your company would transmit refusal of pick-up to the Borough’s Office.

11. List the equipment and personnel that will be used in the performance of this contract. The nature of the equipment and size of crews must be specifically noted.

Attach additional sheets as necessary.

12. List the following sites to be used for recyclable marketing:

Organization:

Type(s) of Material Handled

13. State financial ability and your plans for financing this work if awarded this contract:

14. State all your banking connections and give banking references:

15. Who will supervise the work if the contract is awarded to you?

16. Attach statement of Financial Conditions, including Bidder/Contractor's latest regular dated financial statement or balance sheet, which must contain the following items:

Current Assets: Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses, net fixed assets, and other assets.

Current Liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes, other liabilities and capital (capital stock authorized and outstanding shares per values, earned surplus).

Date of Statement or balance sheet: _____

Name of firm preparing statement: _____

The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false, that my bid will be subject to rejection by the Borough of Mohnton.

_____ Check if additional sheets are attached.

List and number of additional sheets attached.

Company _____

Address _____

Signed _____

Title _____

Subscribed and sworn to before me

This _____ day of _____, 20__

Notary Public

(End of Bidders Questionnaire)

BOROUGH OF MOHNTON

REFUSE, BULKY RUBBISH, AND RECYCLING COLLECTION AND DISPOSAL

**EXHIBIT “C”
TONNAGE FOR TRASH AND RECYCLABLES**

	<u>Trash</u>		<u>Recyclables</u>
		2021	
Totals	1150.07 tons		194.58 tons
		2022	
Totals	1118.73 tons		286.38 tons
		2023	
Totals	1154.20 tons		283.7 tons

BOROUGH OF MOHNTON
REFUSE, BULKY RUBBISH, AND RECYCLING COLLECTION AND DISPOSAL
BID FORM

To the Borough Council:

After reading and understanding the Borough of Mohnton requirements and specifications the undersigned proposes to provide the following service for the indicated amount.

3 Year Contract

- A. **Solid waste** collection and disposal **once** a week. (Wednesday)
- B. Designated **recyclables** collection and disposal bi-weekly. (Monday)
- C. Collection of refuse, bulky rubbish, and recyclables. The base bid will allow one bulk item or one container of construction debris each week. One white item can be set out each week to be collected and recycled.

<u>Contract Year</u>	<u>Written Price</u>	<u>Figure Price</u>
1.	_____dollars	\$_____
2.	_____dollars	\$_____
3.	_____dollars	\$_____
Total Bid	_____dollars	\$_____
4. (1 st one (1) year Option)	_____dollars	\$_____
5. (2 nd one (1) year Option)	_____dollars	\$_____

Dumpster Rates for Commercial Entities: 4 – 15 Yard Options

Size:

Price for weekly service:

Company _____

Address _____

Representative _____

Title _____

Subscribe and sworn to before me

This ___ day of _____ 20___.

Notary Public

(End of Bid/Proposal Form)

BOROUGH OF MOHNTON

NON-COLLUSION AFFIDAVIT

_____ (name of person completing form), being first duly sworn, deposes and says that they are _____ (sole owner, partner, president, secretary, etc.) of _____ (company name) the party making the foregoing proposal or bid; that such bid is genuine and not collusive; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to submit a bid that is not responsible, 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 that of any other bidder, or to secure any advantage against Mohnton Borough, Berks County, Pennsylvania, 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 _____ 20__.

Notary Public in and for

BOROUGH OF MOHNTON

REFUSE, BULKY RUBBISH, AND RECYCLING COLLECTION AND DISPOSAL

AGREEMENT

(TO BE COMPLETED ONLY IN THE EVENT OF BID AWARD)

AGREEMENT by and between the BOROUGH OF MOHNTON, a Municipal corporation with offices at 21 N. O’Neil Street, Mohnton, Berks County, Pennsylvania, hereinafter know as “Mohnton”,

AND

WHEREAS, Mohnton desired to retain a business entity to provide for the collection and disposal of all refuse, garbage, rubbish, ashes, and bulky rubbish, and the collection, processing, and marketing of all recyclable materials generated by specific residential and commercial properties in the Borough; and

WHEREAS, according to law, Mohnton prepared the required legal notice, general stipulations and information to bidders and specifications and advertised the same; and

WHEREAS, _____ submitted a bid to provide such service; and

WHEREAS, Mohnton has accepted the bid of _____ to provide such service and desires that such service be performed under and subject to the terms and conditions set forth hereinafter;

NOW, THEREFORE, it is mutually agreed as follows:

1. WORK TO BE DONE: _____ agrees to collect garbage, refuse, ashes, rubbish, bulky rubbish and recyclable materials from residential and commercial units specified by the Borough of Mohnton in a careful and workmanlike manner and in accordance with the Directions to Bidders and Specifications and Requirements attached hereto, marked as Exhibit “A”, and made a part hereof.

2. CONSIDERATION: _____ agrees to provide collection from residential and commercial properties specified according to the Collection Option(s):

a) 3 Year Contract (if applicable)

Year 1 _____

Year 2 _____

Year 3 _____

Total Bid _____

Option Year 1 _____

Option Year 2 _____

Payment shall be made on a monthly basis for services provided the previous month. _____ shall submit a monthly invoice evidencing the amount due and Mohnton shall pay said amount within thirty (30) days of receiving such invoice.

Mohnton shall have the sole and exclusive responsibility to bill listed unit owners for collection services provided under the terms of this contract.

In addition to submitting the monthly invoice, and along with the invoice, _____ shall submit a detailed statement as to the volume of solid waste collected in the Borough for the previous month. The amount collected shall be reported in accordance with the specifications attached hereto, marked as Exhibit "A", and made a part hereof. Failure to provide such information on a monthly basis shall be considered a default of a material term of this agreement and entitle Mohnton to proceed in accordance with paragraph 7 of this agreement.

3. INSURANCE: _____ shall, at its own cost and expense, procure and maintain insurance required under the Workmen's Compensation Law as well as contractor's public liability and property damage insurance in amounts stipulated in the attached specifications, marked as Exhibit "A". Certificates of Insurance shall be exhibited to Mohnton prior to commencement of this contract.

4. INDEMNIFICATION: _____ assumes entire responsibility and liability for losses, expenses, demands, and claims in connection with or arising from any injury, or alleged injury (including death) to any person, or damage, or alleged damage to property sustained in connection with or to have arisen from or resulting from the performance of operations by the contractor, and including losses, expenses, or damages sustained by the Borough of Mohnton, its agents, representatives, and employees from any and

all such losses, expenses, damages, demands, and claims and agrees to indemnify and hold the Borough of Mohnton harmless from and against any and all claims, demands, suits, actions, causes of action, damages, judgments, fines, penalties, costs and expenses, and to pay the cost to defend any such claims, demands, suit or action brought against them, or any of them, based on any such alleged injury or damage and to pay all damages, costs, and expenses in connection with or resulting therefrom. _____ shall also agree to release the Borough of Mohnton, its officials, employees, and agents from any and all claims. _____ may have against them from the Borough's choice of any alternative hereunder.

5. PERFORMANCE OF THE WORK: _____ agrees to perform all work required of it under this agreement in accordance with all the applicable ordinances, statutes, rules and regulations of any and all local, state or federal agencies.

6. TERM: This agreement shall be in effect for a period of three years or five years from January 1, 2025 to February 28, 2028 or January 1, 2025 to February 28, 2030 or as may be extended.

7. OPTIONAL CONTRACT EXTENSION:

The Borough has the sole option to extend the contract for a maximum of two (2) one (1) year extensions. The Borough shall exercise such options by providing written notice of such election at least One Hundred Eighty (180) days prior to the expiration of the contract term or the first extension term.

8. DEFAULT: _____ shall post a performance bond in the amount of one hundred percent (100%) of the contract amount or _____ dollars. Said bond is subject to the approval of the Borough Solicitor. In the event that _____ fails to perform the services required of it under this agreement in accordance with the terms and conditions hereof, Mohnton reserves the right to terminate this contract provided Mohnton shall previously have given ten (10) days notice of any deficiency in the performance and _____ has failed to correct such deficiency within the ten (10) day period.

In the event of termination, _____ shall cease performing any services under this agreement and shall be paid to the date of the termination of such services and there shall be no further sums payable to _____.

In the event the deficiency or default is in violation of a local ordinance or statute, rule or regulation of a state or federal agency, Mohnton may terminate this agreement upon five (5) days notice to _____ and the above provisions concerning termination shall be applicable.

9. **LIMITATION OF LIABILITY:** Under no circumstances will the Borough be liable to _____ for any indirect, special, incidental or consequential damages, exemplary, aggravated or punitive damages, compensation for loss of profits, anticipated revenue, loss of goodwill or other economic loss or any costs or expenses, under any theory of law or equity, whether in tort, contract or otherwise, arising out of or in any way related to this contract, even if the Borough is advised of the possibility thereof

10. **ASSIGNMENT:** This agreement may not be assigned or transferred by any party without the prior written consent of the other party.

11. **NOTICES:** All notices to be given by any party to the others must be mailed by certified mail, postage prepaid, or delivered by overnight carrier to the addresses which appear in this agreement, and if none are stated, to the last known address of the parties and shall be deemed given upon receipt of such notice.

12. **ENTIRE AGREEMENT:** This Agreement, the Directions to Bidders and the Specification and Requirements attached hereto as Exhibit "A" and which are incorporated herein as if fully set forth at length, contain the whole agreement between the parties and there are no other terms, obligations, representations, statements, oral or otherwise of any kind whatsoever.

13. **APPLICABLE LAW:** This agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

14. **SEVERABILITY:** This agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this agreement.

15. **BINDING EFFECT:** This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have affixed their hands and seals on this _____ day of _____, 20__.

ATTEST:

BOROUGH OF MOHNTON

Borough Manager

By: _____
Council President

ATTEST:

By: _____
Title

(End of Document)