

CONTRACT DOCUMENTS

FOR

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES AND  
RECYCLING COLLECTION, TRANSPORTATION AND PROCESSING SERVICES FROM  
DWELLING UNITS AND SMALL BUSINESSES AS THE BOROUGH ALLOWS WITHIN THE  
BOROUGH OF DUNCANNON

Bid Opening - October 5, 2017; 6:30 p.m.

Bid Due - October 2, 2017; 4:00 p.m.

Duncannon Borough  
428 High Street  
Duncannon, PA 17020  
(717) 834-4311

Questions concerning the attached Contract Documents may be referred  
to:

Duncannon Borough  
Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.

This package represents all documents a successful Bidder shall be  
responsible for completing.

Please return the entire package with the appropriate, completed  
information.

Proposal being submitted by:

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Company Name

CONTRACT DOCUMENTS INDEX

<u>Section Title</u>	<u>Page</u>
INVITATION TO BIDDERS	6-7
INSTRUCTIONS TO BIDDERS	8
2.01    Pre-Bid Conference	8
2.02    Sealed Bids or Proposals	8
2.03    Printed Form of Bids	8
2.04    Certified Check or Bid Bond	8
2.05    Certified Check or Bid Bond Return	8-9
2.06    Contract and Bonds	9
2.07    Reservations and Annulments	9-10
2.08    Bids May Be Rejected as Informal	10
2.09    Changes Prior to the Opening of Bids	10
2.10    Withdrawal of Bids	10
2.11    Contract Documents	10
2.12    Familiarization	10-11
2.13    Length of Contract	11
2.14    Non-Collusion Affidavit	11-12
GENERAL CONDITIONS	12
3.01    Financial Statement	12
3.02    Plans and Specifications	12
3.03    Questionnaire	12
3.04    Designated Disposal Facility	13
3.05    Not to Sublet or Assign Contract	13
3.06    Billing	13
3.07    Time of Commencement	13-14
3.08    Bidders' Responsibility as to Number of Dwelling Units	14
3.09    Taxes	14
3.10    Tons of Trash Collected in the Borough in 2015 and 2016	14
3.11    Tons of Recyclables Collected in the Borough in 2015 and 2016	14

CONTRACT DOCUMENTS INDEX (Cont'd.)

<u>Section Title</u>	<u>Page</u>
SPECIFICATIONS	15
4.01 Solid Waste Collection, Transportation and Disposal Service	15
4.01.01 Work to Be Done	15
4.01.02 Length of Contract	15
4.01.03 Definitions	15-16
4.01.04 Provisions for Place of Dumping	17
4.01.05 Methods of Collection	17
4.01.06 Time When Collections Shall be Made	17-18
4.01.07 Hours When Collections Shall be Made	18
4.01.08 Cans or Containers to be Provided by Occupants	18
4.01.09 Handling of Containers	18
4.01.10 Payment for Containers	19
4.01.11 Rules Under Which Garbage, Refuse and Ashes Shall be Collected	19
4.01.12 Investigation and Reporting of Complaints of Failure by Occupant	19
4.01.13 Investigation and Reporting of Complaints by Customers	19-20
4.01.14 Materials Collected to be Property of Contractor	20
4.01.15 Exclusive Right to Successful Bidder	20
4.01.16 Contractor to Have Telephone in House and/or Office	20
4.01.17 Inspection of Trucks	20
4.01.18 Observance of Laws and Ordinances	20
4.01.19 Motorized Equipment to be Used	21
4.01.20 Responsibility of Contractor	21
4.01.21 Loading of Material on Vehicles	21
4.01.22 Deduction to be Made for Vacant Dwelling or Dwelling Units	21-22
4.01.23 Additions to the Contract Price	22
4.01.24 Modification of Contract	22
4.01.25 Conditions Under Which Contract May be Canceled or Terminated by the Borough Council	22
4.01.26 Authorizing the Borough to Perform Contract	22-23
4.01.27 Municipal Trash Collection	23
4.01.28 Billing	23
4.01.29 Bulk Item Pickup Service	24

CONTRACT DOCUMENTS INDEX (Cont'd.)

<u>Section Title</u>	<u>Page</u>
4.01.30 Christmas Trees	24
4.01.31 Collection Days	24
4.01.32 Option to Negotiate	24
4.01.33 Perry County Solid Waste Management Plan	24
4.01.34 Special Services for Elderly or Handicapped	24
4.01.35 Construction/Demolition Materials Pickup	24
4.02 Recycling Collection, Transportation and Processing Services	24
4.02.01 General	24-25
4.02.02 Work to Be Done	25
4.02.03 Length of Contract	26
4.02.04 Definitions	26-27
4.02.05 Methods of Collection	27
4.02.06 Time When Collections Shall Be Made	27
4.02.07 Hours When Collections Shall Be Made	27
4.02.08 Recyclable Containers	27
4.02.09 Handling of Containers	28
4.02.10 Recyclable Materials To Be Property of Contractor	28
4.02.11 Contractor to Have Telephone in House and/or Office	28
4.02.12 Observance of Laws and Ordinances	28
4.02.13 Education	28
4.02.14 Responsibility of Contractor	28
4.02.15 Recycling Vehicles	29
4.02.16 Loading of Material on Vehicles	29-30
4.02.17 Investigation and Reporting of Complaints of Failure by Occupant	30
4.02.18 Investigation and Handling of Complaints by Residents	30
4.02.19 Conditions Under Which Contract May be Canceled or Terminated by the Borough Council	30-31
4.02.20 Authorizing Borough to Perform Contract	31
4.02.21 Modification of Contract	31
4.02.22 Municipal Recyclable Collection	31

4.02.23	Payment	32
4.02.24	Deductions to be Made for Vacant Dwelling or Dwelling Units	32
4.02.25	Additions to Contract Price	32
INSURANCE REQUIREMENTS		32
5.01	General	32
5.02	Worker's Compensation	32
5.03	Public Liability	33
5.04	Comprehensive Automobile Liability Insurance	33
5.05	Umbrella Coverage	33
CHECKLIST FOR SOLID WASTE COLLECTION CONTRACT		34
NON-COLLUSION AFFIDAVIT		35-36
BID PROPOSAL		37
BID PRICES		38
EXCEPTION(S) TO CONTRACT DOCUMENTS		39
BID BOND		40-41
QUESTIONNAIRE		42-45
NOTICE OF AWARD		46
ACCEPTANCE OF AWARD		47
AGREEMENT		48-49
PERFORMANCE BOND		50-52
PAYMENT BOND		53-55
NOTICE TO PROCEED		56
ACCEPTANCE OF NOTICE		57

## INVITATION TO BIDDERS

Officials of the Borough of Duncannon, Perry County, will accept sealed proposals at the Duncannon Borough Municipal Building, 428 High Street, Duncannon, Pennsylvania 17020 until 4:00 p.m. on October 2, 2017, to be opened at 6:30 p.m. on October 5, 2017, or shortly after that same day for the following:

Solid Waste Collection, Transportation and Disposal Services and Recycling Collection, Transportation and Processing Services from Dwelling Units and Small Business as the Borough Allows Within the Borough of Duncannon

**Option 1:** Solid Waste Contract will be for the collection of four (4) containers, plastic bags or bundles of the authorized size and weight for each residential establishment. Further, Duncannon Borough shall allow small businesses to participate in the collection program. The contract includes a provision for a single bulk item collection per residential establishment per week.

**Option 2:** The contract includes a provision for the collection and marketing of recyclable materials from said residential establishments and for recyclable containers.

Proposals must be submitted upon forms furnished by and available at the Borough and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid.

Instructions, specifications, and bid forms may be obtained at the Duncannon Borough office at the above address from 8:00 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

The Borough Council of Duncannon reserves the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Borough.

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Chris Courogen, Manager  
Duncannon Borough

## INSTRUCTIONS TO BIDDERS

### 2.01 Pre-Bid Conference

No pre-bid conference will be held. Interested parties may submit questions in writing to the Borough Manager. All questions and responses, if any, shall be shared with all other interested parties.

### 2.02 Sealed Bids or Proposals

Sealed bids or proposals shall be addressed to Borough Manager, Duncannon Borough Municipal Building, 428 High Street, Duncannon, Pennsylvania 17020, and marked "Solid Waste and Recycling Collection, Transportation and Disposal Services Proposal" and shall be received at the office of the Duncannon Borough Manager until 4:00 p.m. on September 30, 2017 to be publicly opened and read at 6:30 p.m. or shortly thereafter on October 5, 2017.

### 2.03 Printed Form of Bids

All proposals shall be made upon the blank form of proposal attached hereto and must give the price proposed, both in words and figures (typed or written in ink), and must be signed by the bidder with his full name and address; or where a partnership, the name and address of each partner in full; or, if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the proposal form must not be removed from the Contract Documents, but deposited intact as received and properly sealed.

### 2.04 Certified Check or Bid Bond

Proposals must be accompanied by a certified check or bid bond with responsible corporate surety payable to the order of Duncannon Borough in an amount equal to ten percent (10%) of the annual bid amount.

The above-mentioned check or bid bond shall be forfeited to Duncannon Borough in the event the Contractor fails or refuses to enter into the contract and to post Performance and Payment Bonds as hereinafter specified, not as penalty, but as just and liquidated damages for the delay and additional costs or expenses incurred by Duncannon Borough by reason of failure to execute the contract and/or give bond as required.

### 2.05 Certified Check or Bid Bond Return

The certified 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



him after the execution of the contract and bonds. Duncannon Borough shall not be liable for any interest on any bid deposits.

#### 2.06 Contract and Bonds

A contract(s) will be awarded to the lowest, responsible bidder(s) subject to the provision of Paragraph 2.07 below. The successful bidder shall, within ten (10) days after notification of award, enter into a written contract with Duncannon Borough and shall furnish Performance and Payment Bonds issued by an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of one hundred percent (100%) of the annual bid price, conditioned that he shall comply in all respects with the terms and conditions of the contract, and his obligation there under, including the specifications, and shall indemnify and save harmless Duncannon Borough against or from any and all costs, expenses, damages, injury or loss to which Duncannon Borough may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, his agents or employees, in or about the execution or performance of the contract, including said specifications, and shall indemnify and save harmless Duncannon Borough against and from any and all liability demands, or claims against it or losses to it from any cause whatsoever, including, but not limited to, patent infringements in the matter of completing said contract, said bond to be subject to the approval of the Borough Solicitor. In case of failure or refusal on the part of the bidder to enter into said contract and file the aforesaid bond within ten (10) days of the Notice of Award, the amount of the check or bid bond will be forfeited and paid to Duncannon Borough as more fully provided in Paragraph 2.04 above.

#### 2.07 Reservations and Annulments

The Borough Council will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserve the right to reject any or all bids, and may re-advertise if it is in the best interest of the Borough. Said Council also reserves the right to waive technical defects, if, in its judgement, the interest of the Borough shall so require; also, the right to cancel and annul any contract if, in its opinion, there shall be failure at any time to perform faithfully any of its stipulations, or specifications or in case of a willful attempt to impose upon the Borough articles or service inferior to those 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 to damages for the breach of any of the covenants of the contract by the Contractor. No proposal may be considered from any person, firm or corporation, who has

defaulted in the performance of any contract or agreement made with the Borough or conclusively shown to have failed to perform satisfactorily any such contract or agreement.

#### 2.08 Bids May Be Rejected as Informal

Proposals or bids which contain erasures, alteration, conditional bids, omissions, or irregularities of any kind shall be rejected as informal.

#### 2.09 Changes Prior to the Opening of Bids

During the period allowed for preparation of bids, the bidders may be furnished addenda or bulletins for additions to or alterations of the Specifications, which shall be included in the work, covered by the Proposal and become a part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Specifications or other Contract Documents, he may submit to the Borough Manager a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by an addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective bidder of record. The Borough shall not be responsible for any other explanations or interpretations of the proposed Contract Documents.

#### 2.10 Withdrawal of Bids

No bid may be withdrawn for a period of ninety (90) days after the date and time designated for the opening thereof.

#### 2.11 Contract Documents

This contract will be awarded in accordance with the following documents:

- |  |                          |
|--|--------------------------|
| 1. Invitation to Bidders               | 11. Bid Bond             |
| 2. Instructions to Bidders             | 12. Questionnaire        |
| 3. General Conditions                  | 13. Notice of Award      |
| 4. Specifications                      | 14. Acceptance of Award  |
| 5. Insurance Requirements              | 15. Agreement            |
| 6. Checklist                           | 16. Performance Bond     |
| 7. Non-Collusion Affidavit             | 17. Payment Bond         |
| 8. Bid Proposal                        | 18. Notice to Proceed    |
| 9. Bid Prices                          | 19. Acceptance of Notice |
| 10. Exception(s) to Contract Documents |                          |

#### 2.12 Familiarization

Before bidding, all contractors are requested to carefully read and thoroughly familiarize themselves with the above

documents. Special attention is called to the fact that the Contractor must furnish a disposal plant or dumping area.

### 2.13 Length of Contract

The bids shall be for the collection and disposal of trash, garbage, ashes and (optionally) recyclable materials collected from dwelling units and small businesses within the corporate limits of Duncannon Borough as at present existing, for the term of approximately three (3) years beginning November 1, 2017 and ending on October 31, 2020 with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of Contract if (a) Duncannon Borough signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the Contractor has not signified its desire to not so extend by notice to the Borough not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

### 2.14 Non-Collusion Affidavit

In accordance with the Pennsylvania Antibid Rigging Act that became effective on October 23, 1983, the Borough requires each bidder to complete and file a Non-Collusion Affidavit. The Affidavit is to be completed as follows:

A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

B. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a partnership or other joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than

the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

### GENERAL CONDITIONS

#### 3.01 Financial Statement

Each proposal shall be accompanied by a full and complete statement under notarized oath certifying to the financial condition of the bidder. In addition, the bidder shall furnish to the Borough Manager a new and complete financial report of bidder's prior year's operation, including any and all information pertinent to actual collection, disposal and billing operations, setting forth all costs, wage rates and other information necessary to determine financial responsibility of the bidder.

#### 3.02 Plans and Specifications

With each proposal, the bidder must furnish one (1) set of general plans and specifications setting forth the equipment, size of work crew or crews, times of collection in accordance with all local ordinances, as documented in Section 4.01.07 below, routing, and methods proposed for collecting, receiving, transporting, conveying, handling and disposing of the trash, garbage, ashes and refuse. In particular, the methods, size and location of disposal area apparatus and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or disposal of the material shall be shown, specified and described in sufficient detail to enable the Borough Manager to judge the adequacy and sufficiency, as it is an essential requirement of this contract, to ensure that neither objectionable odors, noxious gases nor putrescent liquid shall escape during or after the process of collection, treatment or disposal to the extent of constituting a public nuisance or hazardous or toxic waste. In addition, the bidder shall submit a sworn statement stating that he will abide by all ordinances, rules and regulations of any municipality, providing for making available landfill or other disposal facilities, and of any other governmental unit having jurisdiction thereof, including the Perry County Solid Waste Management Plan.

#### 3.03 Questionnaire

The attached questionnaire must be fully and completely answered.

### 3.04 Designated Disposal Facility

The disposal facility that the bidder proposes to use in the disposal of garbage, ashes and refuse shall be listed as a designated disposal facility in the most recent Perry County Solid Waste Management Plan. All recyclables must be transported to a recyclables processing facility.

### 3.05 Not to Sublet or Assign Contract

The Contractor shall devote his personal attention constantly to the faithful performance of the work and shall keep the same under his own control, and shall not transfer or assign such responsibility by power of attorney or otherwise, nor sublet the work of any part thereof without the previous written consent of the Borough Manager. In the latter case, he shall petition the Borough Manager in writing, certifying the name and address of each such assignee or subcontractor as he intends to engage, the portion of the work which he is to do or the material which he is to furnish, his place of business and such other information as the Borough Manager may require in order to know whether such subcontractor is respectable, reliable and able to perform the work as called for in the Specifications. He shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Borough Manager. If such assignment, subcontracting or delegation is permitted by the Borough Manager, the Contractor shall not be released from any of his liabilities or obligations under this contract, but shall remain responsible and liable to the Borough should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

### 3.06 Billing

Payment - The price stipulated in the Bid hereto attached shall cover the cost of all labor, material, equipment, disposal costs, and any other costs and expenses needed to complete the Contract in all detail. The Contractor shall accept the price stated in the Bid hereto attached as full compensation for the recyclables collection and marketing, municipal solid waste regularly scheduled collection service and disposal, bulk waste collection and the providing of dumpsters/containers as detailed herein. The Contractor shall render invoices in duplicate, on the 15<sup>th</sup> day of each month for the preceding month's work. Payments are to be made monthly by the 15<sup>th</sup> of the month following receipt of the invoice.

### 3.07 Time of Commencement

The Contractor shall begin work for the collection and disposal of trash, garbage, ashes and refuse on November 1, 2017 through and including October 31, 2020 and shall begin work for

the collection, transportation and processing of recyclable materials (if this option is accepted) on November 1, 2017 through and including October 31, 2020.

### 3.08 Bidder's Responsibility as to Number of Dwelling Units

It is required that the bid under this proposal shall be for a monthly rate per dwelling unit. A "dwelling" is a building used for residential purposes, except hotels, boarding and lodging houses, tourist cabins, motels and apartments. All bidders are advised and cautioned that the Borough makes no warranty as to the number of dwellings within the Borough now or at any time in the future. It will be the responsibility of the successful bidder to ascertain the number of dwelling units from time to time and to deliver the information to the Borough. As the bid under this proposal is for a monthly rate per dwelling unit, nothing herein is to be construed as a warranty as to the number of dwelling units or the gross amount which may be received at any time by the successful bidder. Estimated number of dwelling units within the Borough during the term of this contract are as follows: 725 dwellings or dwelling units with 652 occupied. There is absolutely no guarantee of the preciseness of these numbers.

### 3.09 Taxes

All present and future state and/or local taxes (excluding landfill tipping fees) imposed on solid waste collection and/or disposal will be handled on a pass-through basis and are not to be included in the bid.

### 3.10 Tons of Trash Collected in 2015 and 2016

The trash tonnage for the year 2015 is as follows: 6,450 tons. The trash tonnage for January to June 2016 is as follows: 3,300 tons.

### 3.11 Tons of Recyclables Collected in 2015 and 2016

Total of combined residential recyclables for 2015 is 1,850 tons. The total of combined residential recyclables for January to June 2016 is 820 tons.

## SPECIFICATIONS

### 4.01 Solid Waste Collection, Transportation and Disposal Services

#### 4.01.01 Work to be Done

The work to be done under the contract with respect to dwelling units consists of the collection of all garbage, trash, ashes and refuse from dwelling units within the corporate limits of Duncannon Borough by the use of closed unit vehicles from the curb, alley or such other location as established by the Borough, and disposal in the manner herein described. Duncannon Borough allows small businesses to voluntarily participate in the solid waste collection program.

#### 4.01.02 Length of Contract

The bids shall be for the collection, transportation and disposal of solid waste materials collected from dwelling units within the corporate limits of Duncannon Borough as at present existing, for the term of three (3) years, beginning November 1, 2017 through and including, October 31, 2020 with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of the Contract if (a) the Borough signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; or (b) the Contractor has not signified its desire to not so extend by notice to the Borough not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

#### 4.01.03 Definitions

Definitions as defined in these specifications mean:

A. Garbage - all table refuse, animal and vegetable matter, offal from meat, fish and fowl, fruits, vegetables and parts thereof, and all other articles and materials ordinarily used for food which have become unfit for such use or which are for any reason discarded, and grass clippings.

B. Ashes - residue from burning of wood, coal, coke, or other combustible materials.

C. Refuse - all waste that is not a bulk item, including furniture, carpet, televisions and like, but excluding tires and white goods.

D. Rubbish - includes glass, metal, paper, plastic, wood or any other non-putrescent solid waste.

- E. Trash - same as Rubbish.
- F. Material - includes garbage, trash, ashes, refuse and rubbish.
- G. Dwelling Unit - one or more rooms in a dwelling which room or rooms has fixed cooking facilities arranged for occupancy by one person, two or more persons living together, or one family.
- H. Dwelling - a building or structure containing dwelling units, but shall not include hotels, motels, tourist cabins, mobile homes in an established mobile home park or an apartment or condominium building containing more than six (6) dwelling units.
- I. Bulk Item - any item that is too large or bulky to be picked up by one (1) person.
- J. White Goods - large appliances, such as washers, dryers, which do not contain CFC (FREON).
- K. Substandard Service - trash and/or recyclables not collected on regularly scheduled day, containers not returned to place of collection, mishandled containers, any uncollected material that is left behind, or any other violation of the requirements herein. (Final decision rests with Borough Manager.)
- L. Small Business - a business establishment that produces five (5) or less 40-gallon containers of garbage, ashes, refuse and recyclables per week.
- M. Hazardous Waste - any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or the state of Pennsylvania to be "hazardous" as the term is defined by or pursuant to Federal or state law; for the purpose of this General Information for Bidders, includes residual waste as that term is defined by or pursuant to federal law or regulation.
- N. Yard Waste - garden residue, shrubbery, tree trimmings and similar materials (excluding grass clippings and leaves) no longer than six (6) feet in length and twelve (12) inches in diameter.



#### 4.01.04 Provisions for Place of Dumping

The Contractor shall dispose of all trash and similar material to be collected during this contract in a disposal facility listed in the Perry County Solid Waste Management Plan as a designated disposal facility. In addition, the Contractor must submit with his bid proper proof in writing that he will dispose of waste at a designated disposal facility. In addition, the bidder shall submit a sworn statement stating that he will abide by all statues, ordinances, rules and regulations of any municipality containing such disposal facilities and of any other governmental unit having jurisdiction thereof. In the event that Duncannon Borough provides or makes available a disposal plant or dumping area, through agreement with any state, county, political subdivision or municipal authority thereof, Contractor agrees to use such disposal facilities, and Duncannon Borough reserves the right to charge a fee for the use of such facilities. In such case, the Contractor shall have the right to increase his charges in such amount, but only in such amount as will enable him to recover increased disposal charges, if any.

#### 4.01.05 Methods of Collection

All material must be collected in watertight, covered plastic or metallic cans or durable and watertight plastic bags that can be easily and quickly handled by one (1) person, capable of being removed without spilling, which shall be loaded in the compactor trucks and delivered to the disposal facilities. Contractor shall be responsible for retrieving all materials spilled by it in the collection and disposal process.

Trucks to be used for the removal of material shall be of metal body, securely covered, watertight, kept thoroughly clean, repaired and well painted and must have the name of the Contractor and telephone number painted on each side of the same in letters of a size to be read at a distance of twenty-five (25) feet and always legible.

The Borough shall have the right to inspect any collection vehicle at any time and at any place it is being used within the Borough. The Contractor shall make vehicles available for inspection whenever so requested by Duncannon Borough at a time and place mutually agreed upon.

#### 4.01.06 Time When Collections Shall be Made

Collections from dwellings or dwelling units shall be made one (1) time per week during all the months of January through and including December, maintaining current schedules. When a holiday falls on a regular collection day, that collection will be on the day following the holiday. Holidays shall include

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and others that are submitted and approved by the Borough Manager.

4.01.07 Hours When Collections Shall be Made

All collections shall be made between the hours of 7:00 AM and 7:00 PM; however, this time limitation shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval by the Borough Manager.

4.01.08 Cans or Containers to be Provided by Occupants

All parties or persons occupying dwelling units within the Borough will be required by the Borough to provide and use (a) refuse containers of durable, watertight, rust-resistant materials having a close fitting lid with handles with a capacity of not more than forty (40) gallons and shall be of such size as can be handled easily by one (1) person; or (b) durable and watertight plastic bags.

The maximum weight of a filled container shall not exceed sixty (60) pounds, and the maximum weight of a filled plastic bag shall be limited to such weight as will not cause the bag to break when lifted and carried to Contractor's equipment. Garbage shall be thoroughly drained of all water and wrapped in paper. All rubbish containers or plastic bags shall be securely covered or tied, as the case may be.

Refuse containers and all materials from dwelling units shall be placed behind the curb and, where there is no curb, immediately next to but off the paved portion of the roadway. In case of dispute, the Borough Manager shall decide the location to be used for placing of containers by the occupant of the dwelling unit. Special arrangements may be made with the Contractor to remove ashes from the cellar or other places on the premises. Placement of containers for pickup on private roads shall be the result of special arrangements between Contractor and resident.

4.01.09 Handling of Containers

The Collector shall exercise reasonable care in handling of refuse containers and shall not willfully break, deface or damage same. Refuse containers shall be returned to behind the curb and, in the absence of curb, off the paved highway.

4.01.10 Payment for Containers

All cans or containers, except plastic bags, broken or destroyed by improper or careless handling by the Collector shall be replaced by the Contractor at his own expense.

4.01.11 Rules Under Which Garbage, Refuse and Ashes Shall be Collected

The Contractor shall be required to collect no more than four (4) containers, plastic bags and bundles of the authorized size and weight from each individual dwelling. Buildings with multiple dwellings are permitted to dispose of no more than four (4) containers per dwelling unit. Where the Contractor has not made a collection by reason of the customer's failure to comply with collection ordinances or regulations, it shall be the responsibility of the Contractor to report to the Borough, via email or telephone, any condition or situation that would prevent the contractor from performing refuse and recycling services as described herein. The Contractor shall also provide a response, via email or telephone, before the end of the business day when notified by Borough officials of a complaint about missed refuse, sloppy workmanship or any other customer complaint.

4.01.12 Investigation and Reporting of Complaints of Failure by Occupant

It will be the duty of the Borough Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Borough to comply with the provisions of the ordinances concerning packaging and placement of refuse materials and to prosecute all offenders under such provisions.

4.01.13 Investigation and Reporting of Complaints by Customers

All complaints by residents or small business owners of the Borough made through the Borough or directly to the Contractor, regarding the services provided under the Contract, shall be responded to by the Contractor. The Contractor shall submit a report to the Borough each month, by the 15<sup>th</sup> day of the following month, listing all the complaints received by the Contractor during the previous calendar month. This report shall be on forms provided by the Borough and shall include, at a minimum, the following information:

- A. Date of complaint
- B. Name, address and telephone number of the complainant
- C. Description and nature of complaint
- D. Date of resolution of complaint
- E. Description of resolution of complaint

If the complaint has not been resolved, this should also be indicated.

The Borough reserves the right to intercede in any unresolved complaint by a customer, business owner or property owner, to investigate said complaint and to act as an intermediary to bring the customer and the Contractor together to resolve the complaint.

4.01.14 Materials Collected to be Property of Contractor

The Contractor shall be considered the owner and sole possessor of all material from the time of its collection.

4.01.15 Exclusive Right to Successful Bidder

The successful bidder shall have the exclusive right and privilege of collecting, removing and disposing of all garbage, rubbish and ashes from residential units, small businesses or multiple family dwellings. The resulting contract will provide that no person shall carry, convey or transport through the streets, alleys or public places of the Borough any of the aforesaid materials from dwelling units subject to the penalties prescribed by the law of the Commonwealth and ordinances of Duncannon Borough, or the rules of the Health Departments within Perry County and the Commonwealth of Pennsylvania. Duncannon Borough agrees to prevent, as far as lawful, any person other than the Contractor from gathering, hauling, removing or carrying any material from dwelling units within the Borough limits, which by these specifications the Contractor is required to collect and dispose of.

4.01.16 Contractor to Have Telephone in House and/or Office

Contractor shall establish, maintain and list in the Perry County Telephone Directory, a toll-free telephone number within his house, office or plant, which persons in the Borough may use to contact Contractor and shall attend such telephone between the hours of 7:00 AM and 6:00 PM, every day each week, except Saturday, Sunday and holidays established by Duncannon Borough.

4.01.17 Inspection of Trucks

The Contractor shall be required to present his trucks for inspection within the Borough limits at such reasonable times and places as may be designated by the Borough Manager.

4.01.18 Observance of Laws and Ordinances

All municipal ordinances, laws of the Commonwealth of Pennsylvania and of the United States, and rules and regulations promulgated hereunder shall be observed by the Contractor.

4.01.19 Motorized Equipment to be Used

Motorized equipment alone shall be used and employed in the performance of the contract. The necessary amount of motorized equipment shall be provided to maintain consistent service as specified. If additional trucks are needed by the Contractor to complete this contract, the bidder shall show proof that the required number and type of additional trucks are in order, are to specifications and will be available to begin service, subject to the award of the contract. Any vehicle used in the collection and transport of trash from the Borough shall have a Contractor-assigned numerical identification displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have displayed on the sides, the Contractor's name and telephone number as required under Section 4.01.05.

4.01.20 Responsibility of Contractor

The Contractor shall be and is hereby responsible for any and all injury or damage to property or persons or accidents which may occur to any person or persons in consequence of his act or omission or the acts or omissions of his agents, servants or employees. Contractor agrees that public liability and workers' compensation insurance shall be obtained and maintained at all times during the Contract, protecting the Borough against loss or injury occasioned by the acts of the Contractor, his agents, servants or employees in accordance with attachment entitled "Insurance Requirements." The Contractor shall comply with the provisions of the current Workers' Compensation Act and any supplements or amendments thereto relative to workers' compensation insurance, and shall furnish proof to the Borough that he has accepted the provisions or said Act and either insured his liability thereunder or secured exemption therefrom. The Contractor shall indemnify Duncannon Borough and save it harmless against, of and from, any and all costs, expense, damages, claims, demands, suits, injury or loss to which the Borough may be subjected by reason of any wrongdoing, misconduct, negligence or fault of Contractor, his agents, servants or employees in or about the execution or performance of said contract.

4.01.21 Loading of Material on Vehicles

Should the Contractor desire to load material on transfer vehicles or maintain a transfer station for loading same, such transfer station shall be located and operated so as not to cause a nuisance.

4.01.22 Deductions to be Made for Vacant Dwelling or Dwelling Units

Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge

for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Borough ordinances and where written notice thereof shall have been given by the owner of such dwelling unit to the Borough.

4.01.23 Additions to the Contract Price

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Borough after the effective date of this contract.

4.01.24 Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided, however, that the consent of the Borough Council be first obtained. Ordinances will be adopted and/or amended by the Borough Council to conform to the contract or contracts awarded.

4.01.25 Conditions Under Which Contract May Be Canceled or Terminated by the Borough

If the work under this contract shall be abandoned by the Contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Borough Manager 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 unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof, or is executing the same in bad faith or not in accordance with the terms thereof, the Borough Manager may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Borough Manager shall thereupon have the power and are 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, and in such cases, the Borough shall have the power and are hereby authorized to charge to the Contractor the amount of loss suffered by the Borough and upon a reletting of the contract, if amount of monies received by the Borough shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Borough the amount of such differences.

4.01.26 Authorizing Municipality 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 Manager decides not to cancel and terminate this contract as provided hereinabove, the Borough Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of Duncannon Borough.

4.01.27 Municipal Trash Collection

The Contractor shall provide an appropriately sized container, as determined by the Borough, to collect and dispose of all municipal trash, waste or debris of any kind or source from the designated sites shown in Table 1 below and will include any future municipal sites added during the life of the Contract. This service will be provided at no charge to the Borough, in accordance with a schedule determined by the Borough.

TABLE 1  
Municipality Designated Sites

1. Borough Hall  
428 North High Street  
Duncannon, PA 17020
2. Duncannon Municipal Wastewater Treatment Plant
3. Duncannon Volunteer Fire Company 5  
Fire House in the Borough of Duncannon
4. Borough recreation sites
5. Contractor will provide dumpsters as needed and specified by the Borough for up to eight (8) special community events.

4.01.28 Billing

Payment - The price stipulated in the Bid hereto attached shall cover the cost of all labor, material, equipment, disposal Costs, and any other costs and expenses needed to complete the Contract in all detail. The Contractor shall accept the price stated in the Bid hereto attached as full compensation for the recyclables collection and marketing, municipal solid waste regularly scheduled collection service and disposal, bulk waste collection and the providing of dumpsters/containers as detailed herein. The Contractor shall render invoices in duplicate, on the 15<sup>th</sup> day of each month for the preceding month's work. Payments are to be made monthly by the 15<sup>th</sup> of the month following receipt of the invoice.

4.01.29 Bulk Item Pickup Service

The bid will include weekly bulk item pickup service limited to one (1) item per week to those customers receiving regular service. This service shall be provided to remove white goods or items too large or bulky to be fit into a standard container or bag and may include up to four (4) standard tires without rims. Such service shall be provided during the same permitted hours and days as regular pickup service. The disposal of items containing Freon must be arranged directly with the Contractor and such items must be picked up within five (5) working days.

4.01.30 Christmas Trees

It will be the responsibility of the Contractor to collect and dispose of Christmas trees during the month of January.

4.01.31 Collection Days

Collection days for the collection routes within the Borough will be submitted by the Contractor and approved by the Borough.

4.01.32 Option to Negotiate

Duncannon Borough reserves the right to renegotiate the contract if Perry County changes the Solid Waste Plan in a way which reduces contractor costs during the life of the Contract or, in the event that there is a change in the law that causes an increase or decrease in disposal fees, the Contractor and the Borough have the right to petition each other to renegotiate the contract price.

4.01.33 Perry County Solid Waste Management Plan

The Contractor must operate in accordance with the Perry County Solid Waste Management Plan and ordinances/regulations.

4.01.34 Special Services for Elderly or Handicapped

Special service (back door pickup) will be provided for residents who need this type of service.

4.01.35 Construction/Demolition Materials Pick-Up

Residents may negotiate directly with any contractor for pick-up of these materials.

4.02 Recycling Collection, Transportation and Processing Services

4.02.01 General

Duncannon Borough has a curbside recycling collection program in accordance with the provisions of the Municipal Solid



Waste and Recycling ordinance. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

The Contractor shall have the exclusive right to collect, transport and dispose of designated recyclable materials from residential units and multi-family dwellings in the Borough when placed at curbside or other property location for this purpose. The Contractor shall dispose of recyclable materials at a facility within Perry County if possible.

Duncannon Borough elects to allow small businesses to voluntarily participate in the recyclable collection program.

Recycling statistics must be reported directly to the Borough by the Contractor monthly.

4.02.02 Work To Be Done

The work to be done consists of the collection, transportation and processing of the following recyclable materials:

<u>Residential</u>	<u>Small Businesses</u>
Plastic	Plastic
Clear Glass	Clear Glass
Colored Glass	Colored Glass
Aluminum, steel and bimetal cans	Aluminum, steel and bimetal cans
Newsprint	Newsprint
Aerosol cans	Aerosol cans
Cardboard	Office paper
Chipboard	Cardboard
	Chipboard

The bid price shall reflect the cost associated with glass, cans, plastic, cardboard and newsprint for residential and glass, cans, plastic, newsprint, office paper and cardboard for small businesses. The Borough reserves the right to add or delete items from this list with mutual agreement of the Contractor during the term of the contract.

The items described herein shall be removed from all residential units (including single-family and multi-family dwellings containing six (6) or fewer units, and small businesses) within the limits of the Borough. Multi-family dwellings containing more than six (6) units, commercial (other than small businesses), institutional and industrial establishments are not included under this contract.

4.02.03 Length of Contract

Shall be the same as the Solid Waste Contract, beginning November 1, 2017 through and including October 31, 2020.

4.02.04 Definitions

A. Glass shall mean all empty bottles and jars made of clear, green or brown glass only. All containers shall be emptied and rinsed.

B. Aluminum Cans shall mean all food and beverage containers made of aluminum. All containers shall be emptied and rinsed.

C. Bimetal Cans shall mean all food and beverage containers made of a steel (ferrous) cylinder and bottom and an aluminum top. All containers shall be emptied and rinsed.

D. Steel Cans shall mean all food and beverage containers made of steel. All containers shall be emptied and rinsed.

E. Plastics shall mean all PET (polyethylene terephthalate) including, but not limited to, one, two and three-liter soft drink bottles and all HDPE (high density polyethylene) including, but not limited to, one-gallon milk and detergent bottles. All containers shall be emptied and rinsed.

F. Newsprint shall mean all paper having printed thereon news and other matters of public interest but not including magazines or periodicals. Newsprint must be tied in bundles or placed in paper grocery bags.

G. Corrugated Paper shall mean paper or pasteboard contracted into parallel grooves and ridges, commonly referred to as cardboard and packing boxes. The boxes must be emptied and broken down into a flat position.

H. High-Grade Office Paper shall mean printed or unprinted sheets, shavings and cuttings of sulphate or sulphate ledger, bond, writing and other pages which have similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. This includes lightweight office papers, i.e., bond, copy paper and onionskin, as well as computer paper.

I. Aerosol Cans shall mean all aerosol cans made of steel. All cans must be empty.

J. HHW shall mean those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

K. E-Waste shall mean those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

4.02.05 Methods of Collection

All recyclables shall be removed from co-mingled containers, loaded in the truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape therefrom. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

4.02.06 Time When Collections Shall Be Made

Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Borough.

4.02.07 Hours When Collections Shall Be Made

All collections shall be made in accordance with Section 4.01.07, prevailing time, provided, however, that this time limitation shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval of the Borough Manager.

4.02.08 Recyclable Containers

Current containers have been provided by the Borough and will continue to be used. Containers may be changed at the Borough's discretion. The Borough shall store all extra containers.

All recyclables to be collected must be placed at the designated location in time for collection by the Contractor. Collection shall be made along the street fronting said property. Recyclable-material receptacles shall be placed for collection at ground level on the property, not within the cart way of a street, and accessible to the side or curb of the street from which collection is made. Containers shall be returned to a location not within the cart way or street. Placement of containers for pick-up on private roads shall be the result of special arrangements between the resident and Contractor.

4.02.09 Handling of Containers

The Contractor shall take reasonable care in handling of recyclable containers and shall not willfully break, deface or damage the same. All containers broken or destroyed in improper or careless handling by the Contractor shall be replaced by the Contractor at his own expense.

4.02.10 Recyclable Materials To Be Property of Contractor

From the time of placement of recyclable materials at the curb or a similar area for collection, said materials shall be and become the property of the Borough and the authorized Contractor. It shall be a violation of Borough ordinances for any person(s) not authorized by the Borough to collect or pick up, or cause to be collected or picked up, any such recyclable material.

4.02.11 Contractor to Have Telephone in House and/or Office

Contractor shall establish, maintain and list in the Perry County Telephone Directory a toll-free telephone number within his house, office or plant which persons in the Borough may use to contact Contractor and such telephone shall be attended between the hours of 7:00 AM and 6:00 PM, every day each week, except Saturday, Sunday and holidays established by the Borough.

4.02.12 Observance of Laws and Ordinances

All municipal ordinances, laws of the Commonwealth of Pennsylvania and of the United States, and rules and regulations promulgated there under shall be observed by the Contractor.

4.02.13 Education

Duncannon Borough has established a public information and education program concerning recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania.

4.02.14 Responsibility of Contractor

The Contractor will be and is hereby responsible for any and all damages to property or person or persons or accidents which may occur to any person or persons in consequence of his act or the acts or omission or omissions, of any agent or person in his employ. The Contractor agrees that the liability and Workers' Compensation Insurance shall be furnished protecting Duncannon Borough against loss or injury occasioned by the acts of his employees in accordance with the requirements entitled "Insurance" on Page 32. The Contractor shall and does hereby save Duncannon Borough harmless from any and all suits for damages that are or can be brought against the Borough, its officials and employees in connection with the collection, transporting and processing of recyclable materials within the Borough.

#### 4.02.15 Recycling Vehicles

It shall be the Contractor's responsibility to maintain collection and processing vehicles in good condition, repaired and reasonably clean at all times. Trucks used for the collection of recyclables from residential units shall be of a size and type that can be operated on the streets and alleys of the Borough without getting off the traveled portion of the roadway or doing damage to curbing, planted areas or private property. They shall be so constructed as to prevent leakage and shall be enclosed to the extent necessary to ensure no loss of waste from the vehicles during collection or transport. The Contractor shall immediately clean up any spillage or loss of recyclables that may occur during collection and transport. The Contractor shall not leave unattended any truck wholly or partially loaded with recyclables on any private or public properties in the Borough except in an emergency situation or except as approved by the Borough Manager.

Any vehicle used in the collection and transport of recyclables from the Borough shall be assigned a numerical identification that shall be displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have displayed on the sides, the Contractor's name and telephone number.

The Contractor shall provide the Borough with a complete list of all collection vehicles to be used in the Borough, specifying the make, model, license plate number, size, type of vehicle and number assigned to the vehicle. The Contractor shall use no collection vehicle that is not properly listed with the Borough. This list shall be updated and filed with the Borough when a change in collection vehicles is made.

The Borough shall have the right to inspect any collection vehicle at any time and any place it is being used within the Borough. The Contractor shall make vehicles available for inspection whenever so requested by the Borough at a time and place mutually agreed upon.

The Contractor shall be responsible to provide back-up or emergency vehicles meeting all of the above requirements so that, at no time, can the contract not be performed due to breakdown or lack of collection vehicles. Back-up or emergency vehicles shall be listed with the Borough as specified above.

#### 4.02.16 Loading of Material on Vehicles

Should the Contractor desire to load material on transfer

vehicles or maintain a transfer station for loading the same, such transfer station shall be located and operated so as not to cause a nuisance.

4.02.17 Investigation and Reporting of Complaints of Failure by Occupant

It will be the duty of the Borough Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Borough to comply with the provisions of the ordinances concerning recycling and to prosecute all offenders under such provisions.

4.02.18 Investigation and Handling of Complaints by Residents

All complaints by residents of the Borough made through the Borough or directly to the Contractor regarding the services provided under the Contract, shall be responded to by the Contractor. The Contractor shall submit a report to the Borough each month, by the 15<sup>th</sup> day of the following month, listing all of the complaints received by the Contractor during the previous calendar month. This report shall be on forms provided by the Borough and shall include, at a minimum, the following information:

- A. Date of complaint
- B. Name, address, and telephone number of the complainant
- C. Description and nature of complaint
- D. Date of resolution of complaint
- E. Description of resolution of complaint

If the complaint has not been resolved, this should also be indicated.

The Borough reserves the right to intercede in any unresolved complaint by a resident or property owner, to investigate said complaint and to act as an intermediary to bring the resident and the Contractor together to resolve the complaint.

It will be the duty of the Borough Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Borough to comply with the provisions of the ordinances concerning this Contract.

4.02.19 Conditions Under Which Contract May Be Canceled or Terminated by Borough Council

If the work under this contract shall be abandoned by the contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Borough Council of Duncannon 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 unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof or is executing the same in bad faith or not in accordance with the terms thereof, 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 his residence or office, and the Borough Council shall thereupon have the power and are 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, and in such cases, shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the Borough, and upon a reletting of the contract, if amount of monies received by the Borough shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Borough the amount of such differences.

4.02.20 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 hereinabove, the Borough Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of the Borough Manager.

4.02.21 Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided however that the consent of the Borough Manager be first obtained. Ordinances will be adopted and/or amended by the Borough Council to conform to the contract or contracts awarded.

4.02.22 Municipal Recyclable Collection

The Contractor shall provide appropriately sized container(s), as determined by the Borough, to collect, transport and process all municipal recyclables from the sites designated in Section 4.01.27, Table 1, at no charge to the Borough. This shall include any other recreational areas developed in the future by the Borough or any other Borough-owned or maintained facility.

4.02.23 Payment

The price stipulated in the Bid hereto attached shall cover the cost of all labor, material, equipment, disposal costs, and any other costs and expenses needed to complete the Contract in all detail. The Contractor shall accept the price stated in the Bid hereto attached as full compensation for the recyclables collection and marketing, municipal solid waste regularly scheduled collection service and disposal, bulk waste collection and the providing of dumpsters/containers as detailed herein. The Contractor shall render invoices in duplicate, on the 15<sup>th</sup> day of each month for the preceding month's work. Payments are to be made monthly by the 15<sup>th</sup> of the month following receipt of the invoice.

4.02.24 Deductions to be Made for Vacant Dwelling or Dwelling Units

Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Borough Ordinance and where notice thereof shall have been given by the owner of such dwelling unit to the Borough.

4.02.25 Additions to the Contract Price

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Borough after the effective date of this contract.

INSURANCE REQUIREMENTS

5.01 General

Insurance policies shall be written with insurers rated at least "A" by Bests with a financial size category of at least "X". Proof of insurance shall be provided to Duncannon Borough by the effective date of this contract.

Under Items 5.3 and 5.4, Duncannon Borough shall be named as an additional insured and be provided a 30-day notice of intent to cancel a policy or policies.

5.02 Workers' Compensation, including occupational Disease and Employer's Liability Insurance shall be as follows:

A. Statutory - amounts and coverage as required by Workers' Compensation Laws of the Commonwealth of Pennsylvania.

B. Employer's Liability - at least \$100,000 each accident.



5.03 Public Liability, including coverage for direct operations, sublet work, elevators, contractual liability and completed operations shall have limits not less than those amounts stated below:

A. Bodily Injury and Property Damage Liability - including personal injuries, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

Regarding Personal Injury - written on a non-participating basis (with no participation by insured).

5.04 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and leased vehicles shall have limits not less than those stated below:

A. Bodily Injury Liability - \$1,000,000 each person; \$2,000,000 each accident.

B. Property Damage Liability - \$1,000,000 each accident; \$2,000,000 per occurrence

5.05 Umbrella Coverage - in the amount of \$2,000,000

CHECK LIST FOR SOLID WASTE COLLECTION CONTRACT

<u>Included</u>	<u>Not Included</u>	
_____	_____	Bid Bond or Certified Check in the amount equal to Ten percent (10%) of the annual bid amount (Sec. 2.04)
_____	_____	Completed Non-Collusion Affidavit (Sec. 2.14)
_____	_____	Notarized Financial Statement and Report (Sec. 3.01)
_____	_____	Plans and Specifications (Sec. 3.02)
_____	_____	Sworn Statement (Sec. 3.02)
_____	_____	Written approval of Plant or Disposal Area (Sec. 4.01.4)
_____	_____	Letter from a Recycling Center (Sec. 4.02.01)
_____	_____	Completed Questionnaire (Page 42-45)

Documents to be Provided by Successful Bidder after Award

1. Written Agreement with Payment and Performance Bonds
2. Certificate of Insurance for all Insurance Coverages (Pages 32 and 33)



I state that \_\_\_\_\_ understands and  
(Name of Firm)

acknowledges that the above representations are material and important, and will be relied on by Duncannon Borough in awarding that contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Duncannon Borough of the truth relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires

BID PROPOSAL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_.

In compliance with your Invitation for Bids, Bidder hereby proposes:

Solid Waste Collection, Transportation and Disposal Services and Recycling Collection, Transportation and Processing Services From Dwelling Units and Small Businesses within the Borough of Duncannon

Contract No. T1

in strict accordance with the Contract-Documents, within the time and conditions set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to enter into a three (3) year contract as stipulated in the Contract Documents. Bid quotation must be made both in figures and words.

The bid proposal will have two (2) quotations for Solid Waste and Recyclables.

1. The first quotation will include a monthly rate per dwelling unit for the collection, transportation and disposal of solid waste to disposal facilities mentioned in Section 4.01.04 and a collection frequency of weekly for regular customers.
2. The second quotation will include a monthly rate per dwelling unit for the collection, transportation and disposal of recyclable material at curbside, using the method described in Section 4.02.05 with a collection frequency of weekly.

BID PRICES

Quotation No. 1

Monthly rate of \_\_\_\_\_, (\$ \_\_\_\_\_)  
Per dwelling unit for Regular Customers and each small business for  
collection and disposal of solid waste.

Quotation No. 2

Monthly rate of \_\_\_\_\_, (\$ \_\_\_\_\_)  
Per dwelling unit for Regular Customers and each small business for  
collection and processing of recyclable materials.

EXCEPTION(S) TO CONTRACT DOCUMENTS

As defined in the General Conditions, the bidder shall clearly define any exception(s) to the Contract Document. All exceptions shall be fully stated herein below:

Exception To:

Contract Document Item No.

Explanation of Exception

Unless otherwise noted above, the bidder hereby certifies that the Proposal as submitted fully complies with the Contract Documents.

Submitted By: \_\_\_\_\_  
Signed

\_\_\_\_\_ Representing

\_\_\_\_\_ Printed

Title \_\_\_\_\_

Date \_\_\_\_\_

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto the Borough of  
Duncannon, Perry County, Pennsylvania,

in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the  
payment of which, well and truly to be made, we hereby jointly and  
severally bind successors, assigns and ourselves.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

The condition of the above obligation is such that whereas the  
Principal has submitted to the Owner a certain bid, attached hereto  
and hereby made a part hereof, to enter into a contract in writing  
to deliver:

Solid Waste Collection, Transportation and Disposal Service and  
Recycling Collection, Transportation and Processing Services From  
Dwelling Units and Small Businesses as the Borough Allows within the  
Borough of Duncannon

Contract No. T1

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute  
and deliver a contract in the Form of Contract attached hereto  
(properly completed in accordance with said bid) and shall furnish  
a bond for its faithful performance of said contract, and for the  
payment of all persons performing labor or furnishing materials in  
connection therewith, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation  
shall be void. Otherwise the same shall remain in force and effect,  
it being expressly understood and agreed that the liability of the  
Surety for any and all claims hereunder shall, in no event, exceed  
the penal amount of this obligation as herein stated.

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 Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal \_\_\_\_\_

\_\_\_\_\_

(Seal)

Surety \_\_\_\_\_

\_\_\_\_\_

(Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

QUESTIONNAIRE

(IMPORTANT - Each bidder must truthfully and fully complete this questionnaire. Attach supplemental page(s) if necessary.)

1. Methods to be used in disposing of the material, including a detailed description of manpower to be dedicated to Duncannon Borough (attach additional sheet, if necessary).

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2. Precise location of plant or disposal area (must conform to the Perry County Solid Waste Management Plan):

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Approximate acreage: \_\_\_\_\_

Improvements thereon: \_\_\_\_\_

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Owned or leased: \_\_\_\_\_

If leased, give name and address of lessor and terms of lease:

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3. Methods, apparatus and equipment to be used for the elimination and control of nuisances which may arise during the process of collection, treating and disposal of material: (set forth in detail)

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4. Number and Description of Vehicles:

<u>Make and Year Model No.</u>	<u>Type of Body</u>	<u>Capacity</u>	<u>Present Condition</u>	<u>Present Location</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5. Experience in the collection and disposal of garbage, ashes and rubbish. How many years have you engaged in the business of collection and disposal of these materials? \_\_\_\_\_

What municipal contracts similar to this have you had within the last ten (10) years?

<u>Name of Municipality</u>	<u>Date of Contract</u>	<u>Term of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever defaulted in any of the aforementioned contracts? \_\_\_\_

If so, give details. \_\_\_\_\_

—

—

6. Have there been any judgments or are there any unsatisfied judgments entered against you within the past five (5) years? \_\_\_\_

If so, give details. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Give name and address of Surety Company which has agreed to act as surety on your bond should the contract be awarded to you.

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8. List below the names and addresses of Surety Companies which have heretofore bonded you on municipal contracts.

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9. Give address and telephone number of local office. If none now exists, indicate proposed location and name of staff personnel in charge. Also, list office hours and personal phone number of bidder.

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10. Attach hereto a full and complete statement under notarized oath of financial operating statement for prior year's operation, per Section 3.01 of General Conditions.

The bidder hereby certifies that the answers to the questionnaire are true and correct and further agrees that said answers shall be considered as an integral part of this proposal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

By \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_, being duly sworn according to law, deposes and  
Title  
says that the facts and answers in the foregoing questionnaire are  
true and correct to the best of his/her knowledge, information and  
belief.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

NOTICE OF AWARD

TO: \_\_\_\_\_

PROJECT DESCRIPTION: Solid Waste Collection, Transportation and Disposal Services AND Recycling Collection, Transportation and Processing Services from Dwelling Units and Small Businesses as the Borough Allows within the Borough of Duncannon

Contract No. Joint \_\_\_\_\_

Duncannon Borough has considered the Bid submitted by you for the above-described project in response to its Invitation to Bidders dated \_\_\_\_\_ and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal for the following:

- Solid Waste Collection, Transportation and Disposal Services
  
- Recycling Collection, Transportation and Processing Services

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of the Notice, Duncannon Borough will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of the Notice of Award to Duncannon Borough, 428 High Street, Duncannon, PA 17020.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

FOR DUNCANNON BOROUGH

By: \_\_\_\_\_

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the Contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,

By and between the Borough of Duncannon, Perry County, Pennsylvania, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor hereby promises and agrees to collect, transport and dispose of all solid waste and collect, transport and process recyclable materials from dwelling units and small businesses as the Borough allows, within the corporate limits of Duncannon Borough as at present existing to the satisfaction and acceptance of the Borough Council for the term of three (3) years, beginning November 1, 2017 and ending October 31, 2020, pursuant to and in strict and full compliance with the Contract Documents, Contract No. T1.

2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.

3. The term "Contract Documents" means and includes the following, but shall not be limited to:

- A. Invitation to Bidders
- B. Instruction to Bidders
- C. General Conditions
- D. Specifications
- E. Insurance Requirements
- F. Checklist for Solid Waste Collection Contract
- G. Non-Collusion Affidavit
- H. Bid Proposal
- I. Bid Prices
- J. Exception(s) to Contract Documents
- K. Bid Bond
- L. Questionnaire
- M. Notice of Award
- N. Acceptance of Award
- O. Agreement
- P. Performance Bond
- Q. Payment Bond



- R. Notice to Proceed
- S. Acceptance of Notice

4. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal, for the monthly rate of \$ \_\_\_\_\_

5. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the owner.

6. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

FOR THE OWNERS:

CONTRACTOR:

BOROUGH OF DUNCANNON

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Vice) President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, herein after called Principal, and  
(Corporation, Partnership, or Individual)

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: Borough of Duncannon, Perry County, Pennsylvania \_\_\_\_\_

Address 428 High Street \_\_\_\_\_

Duncannon, PA 17020 \_\_\_\_\_

hereinafter called Owner, in the penal sum of:

\_\_\_\_\_ dollar  
s

(\$ \_\_\_\_\_) in lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves,  
successors, and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is, such that whereas the Principal  
entered into a certain contract with the Owner, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 201\_\_\_\_, a copy of which is hereto  
attached and made part hereof, for:

\_\_\_\_\_

\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety and during the three (3) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest: (SEAL)

Witness: \_\_\_\_\_

\_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest: (SEAL)

Witness: \_\_\_\_\_

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_, herein after called Principal, and  
(Corporation, Partnership, or Individual)

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: Borough of Duncannon, Perry County, Pennsylvania \_\_\_\_\_

Address 428 High Street \_\_\_\_\_

Duncannon, PA 17020 \_\_\_\_\_

hereinafter called Owner, in the penal sum of:

\_\_\_\_\_ dollar  
s

(\$ \_\_\_\_\_) in lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves,  
successors, and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is, such that whereas the Principal  
entered into a certain contract with the Owner, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 201\_\_\_\_, a copy of which is hereto  
attached and made part hereof, for:

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety and during the three (3) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest: (SEAL)

Witness: \_\_\_\_\_

\_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest: (SEAL)

Witness: \_\_\_\_\_

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT: Solid Waste Collection,  
Transportation and Disposal Services  
AND Recycling Collection,  
Transportation and Processing  
Services from Dwelling Units and  
Small Businesses as the Borough  
Allows within the Borough of  
Duncannon

Contract No. \_\_\_\_\_

You are hereby notified to proceed in accordance with the Agreement  
dated \_\_\_\_\_, 201\_\_.

**FOR THE OWNERS:**

**DUNCANNON BOROUGH**

**By:** \_\_\_\_\_

**Printed** \_\_\_\_\_

**Title** \_\_\_\_\_

You are required to return an acknowledgment of this Notice to Proceed  
to Duncannon Borough, 428 High Street, Duncannon, Pennsylvania 17020.



ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by  
\_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_, 201\_\_.

By \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the Contractor of conditions imposed by the Agreement.