

SPECIFICATIONS

I. INTENT AND PURPOSE

The general intent and purpose of Upper Tyrone Township is to have a comprehensive residential garbage collection system which will furnish from all residential structures, as herein defined, located within the Township's boundaries, the following:

- a. Weekly collection, removal and disposal of all waste, as herein defined; and,
- b. Bi-annual (twice yearly) collection, removal and disposal of all riff-raff as herein defined.

It is anticipated that there are approximately eight hundred and ten (810) residential customers who would be serviced under the within Contract. The Supervisors of Upper Tyrone Township reserve the right to reject any and all bids, within a ninety (90) day period after the bids are opened, and to waive any minor irregularities which may appear. Contractors bidding to these Specifications shall be understood as expressly agreeing to keep their bid open for said ninety (90) day period. It is also understood that the bid which is accepted shall be locked in for the term of the Contract.

2. DEFINITIONS

- a. "Board of Supervisors"— Board of Supervisors of Upper Tyrone Township.
- b. "Collector" or "Collectors" - Any person, firm, co-partnership, association or corporation who has been awarded a Contract by the Township to collect, transport and dispose of waste for a fee as prescribed herein.
- c. "Combustible Refuse"— All paper, excelsior, rags, rubber, shoes and such other refuse which may result from housekeeping or commercial pursuits and which may be burned by fire.
- d. "Garbage" "- All table refuse, animal and vegetable matter, offal from meat, fish and fowl, vegetables and fruits parts thereof, and other articles and materials ordinarily used for food and which have become unfit for use for which reason they are discarded. All garbage should be bagged.
- e. "Hazardous Waste" — Waste that is especially harmful or potentially harmful to public health. This shall include, but not be limited to, explosives, toxic materials, radioactive and medical waste. For purposes herein, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner such as aerosol cans, pesticides, fertilizers and similar items disposed of in small quantities.

f. "Incombustible Refuse" — All discarded articles or materials, except sewage, liquid waste, garbage and combustible refuse.

g. "Refuse"— All combustible refuse and incombustible refuse referred to collectively.

h. "Riff—raff" — All waste materials too large for collection in ordinary containers, such as; furniture, tanks, stoves and the like.

i. "Rubbish"— All miscellaneous waste materials not otherwise included herein, such as ashes, tin cans, pottery, pruning from vines and junk of all kinds resulting from the ordinary housekeeping.

j. "Township" ~ The Township of Upper Tyrone, a municipal body of Fayette County, Pennsylvania.

k. "Excluded materials"- Automobiles and automobile parts; new construction wastes; remodeling, repair and demolition wastes; broken—up sidewalks; dead animals or parts thereof; firearms; hazardous wastes; paving material, cement, stones, sand, dirt, sod and broken concrete; materials normally associated with the conduct of business or practice of a profession and lead acid batteries including, but not limited to, automotive or truck industrial batteries that contain lead.

l. "Contractor" - Contractor shall mean the hauler, collector or successful bidder who has been awarded the Contract by the Township to collect, transport and dispose of waste for a fee as described herein.

m. "Residential Customer" - Any owner or occupant, resident, lessor, lessee or other person who occupies a single family or multifamily dwelling, apartment building, multiple unit establishment or complex having less than fifteen (15) separate units contained within the same building.

n. "Structure" — All structures/buildings being utilized in Upper Tyrone Township for either residential, commercial, educational, municipal and/or industrial purposes.

o. "Curb" - The front yard, curb or alley curb or side of any public road.

p. "Bidders" — An individual, corporation, partnership or other entity which submits a bid relative to these specifications.

q. "Waste" — Garbage, refuse and rubbish as defined herein.

3. TERM OF CONTRACT AND EXCLUSIVE RIGHT

The successful bidder will be granted the exclusive right or concession to collect all waste and riff—raff from residential customers for a period of three (3) years. The Contract may be extended for a period of one (1) additional year solely at the option of the Board of Supervisors, provided that notice to extend the said Contract is given to the collector at least one hundred twenty (120) days prior to the end of the third year. There shall be no alternative bids, bidders must bid on a three (3) year contract commencing on January 1, 2016 and ending on December 31, 2018.

4. LABOR AND EQUIPMENT

All labor and equipment of every kind necessary to carry out the provisions of these Specifications shall be furnished by and at the expense of the Contractor and shall be licensed and registered by the Contractor and operated by the Contractor or his/her employees. The Contractor must have standby vehicles and equipment capable of performing all described service in a satisfactory manner. All waste, as described herein, shall be collected and removed in an orderly manner, so as to cause the least possible annoyance to the residential customers of Upper Tyrone Township, and the waste as described herein, while in the process of removal, shall be so enclosed that it will not inconvenience or annoy the residential customers of Upper Tyrone Township, the traveling public or other persons or be detrimental to the public health.

Each bidder must submit a photocopy of his/her current Vehicle Titles for all vehicles owned and to be utilized to provide the herein outlined services with his/her bid.

Class 20 or smaller vehicles shall be operated on Township roadways. The Township reserves the right to mandate that the contracted refuse hauler be required on a limited number of streets to use a collection vehicle not to exceed a Class 7 classification. These circumstances may be due to condition of the road or to maintain safe collection on limited access streets/roads in the Township.

All vehicles used in the hauling of waste shall have bodies constructed of metal, shall be of the type which mechanically compacts materials, water tight to fifteen (15) inches, and must have metal lids or covers which shall be so constructed that they will be closed tight when loaded. Only a part of the cover of the lids shall be open at the time of loading. In the event that any of the vehicles shall be found to leak or otherwise not comply with the terms of these Specifications, the Contractor shall make immediate correction.

The said vehicles shall be washed and disinfected on a reasonable schedule as determined by the Contractor, approved by the Board of Supervisors and reported to the Township.

5. SERVICE

a. Once every seven (7) days, the Contractor shall collect, remove and dispose of all waste from residential customers located within the Township geographical boundaries.

b. Twice each year, on dates to be determined by the Contractor and approved by the Board of Supervisors, the Contractor shall collect, remove and dispose of all riff—raff from all residential customers.

c. At no cost to the Township, the Contractor shall collect, remove and dispose of all waste and riff—raff from any and all properties and/or structures either owned or used by the Township.

6. DAYS AND HOURS

All collections and removal of waste shall be made between the hours of 5:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall furnish the Township with a schedule and all amendments thereto, designating the streets/roads/alleys through the Township and the days on which the Contractor shall collect from the residential customers on the respective streets/roads/alleys indicated, and the Contractor shall also notify all of the residential customers of the scheduled collection times and dates. Each schedule of pick-up must be approved, in writing, by the Board of Supervisors.

The schedule shall be furnished fourteen (14) days after the signing of the Contract as described herein. The Contractor shall attempt to follow the schedule insofar as it is practical. In the event that the collection from any area is scheduled so that it shall fall on a holiday, the Contractor agrees to use a sufficient number of vehicles on the following day to bring collection to schedule and to notify all customers of the holiday collection schedule.

All changes in the aforementioned schedule must be made only with the written consent of the Board of Supervisors of Upper Tyrone Township.

7. METHOD OF PAYMENT AND CHARGES

It is the intention of the Township that each residential customer will pay the Contractor the total charges for collecting and removing and disposing of waste, as described above. The Contractor will bill the customers on a quarterly basis, either one quarter in advance, or at the

conclusion of the quarter in which the service was provided, for the service rendered in accordance with the Contractor's bid price. The Contractor shall be solely responsible for collection of the bills submitted to the residential customers. The Contractor will be authorized by the Board of Supervisors to enforce the provisions of its Refuse Disposal Ordinance in the name of the Township with regard to the failure of customers to pay the Contractor for waste removal.

The Contractor shall have the right to negotiate with the customer for additional charges for indoor collection or for excess distance (more than 500 feet) from the street/road/alley collection.

8. CONTRACTOR'S RIGHT UPON DEFAULT OF PAYMENT

In the event that any customer shall fail to pay the Contractor, the Contractor shall have the right to institute any legal action which it deems appropriate against the residential customer and/or property owner. In no event shall the Contractor refuse to pick—up the defaulting customer's waste.

9. TOWNSHIP'S RIGHT UPON DEFAULT OF PAYMENT

It is the intention of the Township that the successful bidder/contractor shall pay the Township the quarterly amount bid for the exclusive privilege of collecting all waste from residential customers, as described herein.

Said payment by the Contractor to the Township shall be paid on or before April 5 for the first (1st) quarter of the calendar year; on or before July 5 for the second (2nd) quarter of the calendar year; on or before October 5 for the third (3rd) quarter of the calendar year; and on or before January 5 (of the following year) for the fourth (4th) quarter of the previous calendar year.

In the event that the Contractor fails to make his/her payment within ten (10) days of the said due dates, a penalty of one (1) per cent of the quarterly fee shall be assessed for each day that the payment continues to be delinquent.

10. LIABILITY

It is distinctly understood and agreed that the Township shall not be liable to the successful bidder, his heirs, executors or assigns, or to any other person for any services rendered under this Contract, it being the intent and purpose of these Specifications that the Contractor collect the amount due from the person, corporation, institution or firm serviced. It shall be understood and agreed that the Contractor shall in no way be construed to be the agent, servant or employee of the Township in the performance of his/her Contract responsibilities. Accordingly, the Contractor shall indemnify and save harmless Upper Tyrone Township, its officers, agents, servants and employees against and from any and all suits and actions of every kind and description, from any damages and costs to each-of them or any of them by reason of

injury to persons or property of any other party resulting from the Contractor's negligence or carelessness or otherwise in the performance of his/her obligations under the Contract, or from any defective or improper appliances used in the performance of the same.

11. BONDS AND INSURANCE

The successful bidder shall furnish bonds within five (5) working days after the Contract has been awarded, and proof of annual renewal of bonds and insurance, to the Board of Supervisors as follows:

a. If the Contractor agrees to bill the customers on a quarterly basis for one quarter in advance of the collection services, an irrevocable Contractor's Performance Bond with a surety company approved by the Commonwealth of Pennsylvania and acceptable to the Board of Supervisors, which Bond shall be in the sum of \$48,000.00; or,

If the Contractor agrees to bill the customers at the conclusion of the quarter in which the service is provided, an irrevocable Contractor's Performance Bond with a surety company approved by the Commonwealth of Pennsylvania and acceptable to the Board of Supervisors, which bond shall be in the sum of \$24,000.00.

b. Certificates of insurance covering workers' compensation as required by law.

c. Certificates of public liability policies, with the Township being named as Co-Insured with the Contractor, which shall contain limits of liability for:

1. Bodily injury of \$500,000.00 each occurrence, \$1,000,000.00 aggregate;

2. Property damage of \$500,000.00 each occurrence, \$1,000,000.00 aggregate, and provide for, but not limited to, the following coverages:

Comprehensive form

Premises and operations

Contractual liability (blanket or specific)

Independent contractors

3. The automobile liability policy must contain the following types of coverages in addition to those named above:

Comprehensive form

Owned automobiles

Hired automobiles

Non-owned automobiles

d. Any other insurance required by local, state or federal law.

Notice is to be given to the Board of Supervisors by the insurance carriers and/or the Contractor immediately upon issuance or receipt of a notice of any policy (s) cancellation.

12. FAITHFUL PERFORMANCE/COMPLIANCE WITH LAWS

Faithful performance must be of the essence in the Contract, unless prevented by unavoidable accident, act of God, or any restrictions or embargoes imposed by the Federal Government and any agency thereof, and it must be understood that the waste as described herein, shall be collected, removed and disposed of in a skillful and businesslike manner, satisfactory to the Board of Supervisors of Upper Tyrone Township and in strict compliance with the Acts of Assembly, of the Commonwealth of Pennsylvania, now in force, or that may hereafter be enacted, with the Ordinances of Upper Tyrone Township, with any and all regulations imposed by the County of Fayette, and with any and all regulations of the Pennsylvania Department of Environmental Resources/Pennsylvania Department of Environmental Protection and the Fayette County Health Department, concerning or in any manner affecting the performance of the work as herein outlined.

The Contractor shall obtain and comply with the conditions of any and all permits and licenses of the Commonwealth of Pennsylvania and/or County of Fayette required for the performance of the work, as herein outlined, and obey all orders and directions of any health officer deriving his authority from the Commonwealth of Pennsylvania, or any subdivision thereof, wherein the same concerns or affects the performance of said work. The successful bidder shall comply with all Federal, State and Local Laws concerning equal employment opportunities and affirmative action.

13. COMMUNICATIONS AND REPORTS

The Contractor shall have and maintain telephone communications with the Board of Supervisors of Upper Tyrone Township and all residential customers. The Contractor shall be prepared to receive reports of failure to collect waste between the hours of 8:00 a.m. and 4:00 p.m., daily, except weekends and holidays. Such telephone communications shall be at the Contractor's expense.

A representative of the Contractor will report to, or contact by telephone, the duly appointed Secretary of Upper Tyrone Township at least one (1) time per work day to receive any complaints, problems with service or requests for service.

Upon request of the Board of Supervisors of Upper Tyrone Township, and no less than four (4) times per year, the Contractor shall furnish to the Township the number of tons of waste, as described above, removed from Upper Tyrone Township.

Upon request, and on a date no less than ninety (90) days before completion of this Contract, the Contractor shall supply, to the Board of Supervisors, a complete list of all names and addresses of customers currently being serviced in Upper Tyrone Township.

14. ASSIGNMENT AND SUBCONTRACTING

When the Contract has been entered into, it shall not be assigned, transferred, subcontracted or set over to any other person or persons, firm or firms, corporation or corporations, without the specific written consent of the Board of Supervisors of Upper Tyrone Township, and the party assuming the direction of the work or taking part thereunder shall be considered as an employee of the Contractor under these Specifications and under the Contract

15. RESOLUTION OF DISPUTES

Whenever any dispute arises between a residential customer and the Contractor, the Contractor shall be responsible to meet with the Upper Tyrone Township Supervisors and the aggrieved party. The Upper Tyrone Township Supervisors or any other authorized agent of the Township, shall have the right to determine finally the true validity of any complaint made by the customer as to the failure of the Contractor to collect waste, as described herein, in accordance with these Specifications. His/her decision shall be final and binding upon the Contractor in the assessment of any penalties hereafter provided.

In the event of any dispute concerning any of the provisions of these Specifications and/or the Contract, the dispute shall be submitted to a Board of Arbitration, consisting of one (1) person selected by the Contractor, one (1) person selected by the Township and one (1) person selected by the first two appointees. Every effort shall be made to make a prompt determination of the dispute. The Arbitration shall be governed by the statutory arbitration provisions set forth in Subchapter A of the Pennsylvania Uniform Arbitration act, 42 Pa. C.S.A. Section 7301, et seq.

16. TERMINATION

a. In the event that the Contractor defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the terms of these Specifications, the Township shall notify the Contractor in writing of the nature of such default. Within five (5) days following such notice, the Contractor shall correct the default.

b. If the Contractor fails to correct the default as provided above, the Township, without further notice, shall have all of the following rights and remedies which the Township may exercise singly or in combination:

1. The right to declare that this Agreement, together with all rights granted to the Contractor hereunder, terminated, effective upon such date as the Township shall designate.

2. The right to rent or lease the equipment from the Contractor for the purpose of collecting waste, as described herein, which the Contractor is obligated to collect, transport and process pursuant to this Agreement, for a period not to exceed eighteen (18) months, in case of equipment not owned by the Contractor, the Contractor shall assign to the Township, to the extent that the Contractor is permitted to do so under the instrument pursuant to which the Contractor possesses such equipment, the right to possess the equipment. Payment for expenses incurred by the Township in doing so shall be collected from the Contractor or his/her bonding company.

3. The right to license others to perform the services otherwise to be performed by the Contractor hereunder, or to perform such services itself. Payment for the expenses incurred by the Township in doing so shall be collected from the Contractor or his/her bonding company. Such operation with another Collector shall not release the Contractor from his/her liability to the Township for such breach of contract.

c. Either the appointment of a receiver to take possession of all or substantially all of the assets of the Contractor, or a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by the Contractor under any insolvency or bankruptcy act shall constitute a breach of this Agreement by the Contractor and shall, at the option of the Township, terminate this Agreement.

17. ADDITIONAL REQUIREMENTS

The bidder shall be either an individual, a corporation or a partnership. In the event that a bid is submitted by a partnership, one partner shall assume responsibility as a "General Partner" and any bonds submitted by the Partnership shall pledge the full responsibility and liability of the General Partner.

These Specifications shall be deemed to be incorporated into and be part of the eventual contract between the successful bidder and Upper Tyrone Township.

All waste, as described herein, collected within the Township shall ultimately be disposed of only at the Primary Designated Landfill of Upper Tyrone Township in accordance with the Fayette County Solid Waste Management Ordinance G90—1, however, if said facility is not available for receipt of said waste, then the same shall be disposed of at the Secondary Designated Landfill of the Township; however, if the said facility is not available for receipt of waste, then the same shall be disposed of in a landfill permitted by the Commonwealth of Pennsylvania, Department of Environmental Resources/Department of Environmental Protection; approved by either the requirements of the Fayette County Department of Health or State Department of Health; and cited in the Fayette County Solid Waste Management Plan.

Bidders must provide written proof of permission to dump at such site for the duration of the Contract.

It is understood and agreed by all bidders that this Contract does not include commercial customers which are not included in the definition of "Residential Customers".

If the collector is required to drive on private roadways, the property owner must be advised by the Collector that he/she must waive damages. The Collector must provide service to residential customers who are located in excess of 500 feet from a public roadway, if a turn-around area is provided and a waiver of damages is executed by the property owner.

For collections at the curb, the Contractor shall use due care to protect the containers and lawns and shrubberies against damage and to prevent spillage of contents upon the property, street/road/alley.

The Contractor shall pick-up at the doorway or in the rear yard for the elderly (75 years of age and older), or the disabled (verified in writing), at no additional charge, upon notice from the Board of Supervisors of Upper Tyrone Township.

The collection, removal and disposal of waste, as described herein, shall be done in such a manner as not to annoy, inconvenience, or damage persons or property, and any containers shall be placed back where found after the removal of waste from the containers.