

**OFFICIAL NOTICE**  
**BOROUGH OF CHARLEROI, WASHINGTON COUNTY, PENNSYLVANIA**

**ADVERTISEMENTS FOR BIDS**

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

**COLLECTION, REMOVAL, AND DISPOSAL OF GARBAGE**

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

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

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

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

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

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



















**PROPOSED CONTRACT**

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

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

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

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

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

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

FOLLOWS:

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

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

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

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

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

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

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

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

no additional cost to the Borough.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

President of Council

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

Printed Name of Authorized Signature

Authorized Signature