

**BOROUGH OF NARBERTH  
MONTGOMERY COUNTY  
100 CONWAY AVENUE  
NARBERTH, PA 19072**



**CONTRACTING  
BID DOCUMENT FOR**

**COLLECTION, TRANSPORTATION & DISPOSAL OF REFUSE AND  
RECYCLABLE MATERIALS  
IN THE BOROUGH OF NARBERTH**

Bid Opening: Thursday, November 2, 2023, at 2:00PM

Bids are to be delivered to: 100 Conway Ave  
Narberth, PA 19072

Bids shall be opened at: Narberth Municipal Building  
Borough Council Meeting Room

100 Conway Ave  
Narberth, PA 19072

## **NOTICE TO BIDDERS**

Sealed bids will be received at the Narberth Borough Office, (hereinafter “Municipality”), Address: 100 Conway Avenue Narberth PA, 19072 until 2:00 P.M., prevailing time, Thursday, November 2, 2023, for the COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL REFUSE AND RECYCLABLE MATERIALS FOR MUNICIPALITY. Proposals will be publicly opened and read aloud at 2:00 pm, prevailing time, Thursday, November 2, 2023, in the Borough Council Meeting Room. The award of the bid, if awarded, will be made as soon thereafter as practical by action of Borough Council but in no event later than ninety (90) days from November 2, 2023. Bid documents may be obtained on the Narberth Borough Website at [narberthpa.gov](http://narberthpa.gov) or at the Narberth Borough Office during normal business hours. Questions may be sent to [kcammilleri@narberthpa.gov](mailto:kcammilleri@narberthpa.gov). A bid surety in the form of a certified check or bid bond in the amount of ten percent (10%) of the total bid is required. The Bidder must submit bids on the forms provided with the bid documents. The Municipality reserves the right to waive any informalities and to reject any or all bids when such action is deemed to be in the best interest of the Municipality.

Kenneth Cammilleri

Narberth Borough Manager

**NARBERTH BOROUGH  
COLLECTION, TRANSPORTATION & DISPOSAL OF  
REFUSE & RECYCLABLE MATERIALS**

**BIDDER'S CHECKLIST**

The following items must be executed and submitted with the Bidding Documents:

- BID PROPOSAL FORM
- CONTRACT ORDER TERMS & CONDITIONS
- SERVICE CONTRACT ADDENDUM TO CONTRACT TERMS AND CONDITIONS
- BIDDER'S QUALIFICATION FORM
- BID BOND or CERTIFIED CHECK
- CERTIFICATE OF INSURANCE
- AGREEMENT OF SURETY
- NON-COLLUSION AFFIDAVIT

**NARBERTH BOROUGH  
COLLECTION, TRANSPORTATION & DISPOSAL OF  
REFUSE & RECYCLABLE MATERIALS**

**INSTRUCTION TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS**

1. **CONTRACT DOCUMENTS** – The Contract Documents may be obtained from the Office of the Borough of Narberth, 100 Conway Ave, Narberth, Pennsylvania 19072 or by sending an email to [kcammilleri@narberthpa.gov](mailto:kcammilleri@narberthpa.gov).
2. **EXAMINATION** – Bidders must review and conform to the INSTRUCTIONS TO BIDDERS, review and examine each of the Contract Documents that form the Contract Agreement and become thoroughly familiar with the Specifications, all as identified or referenced in the pro forma of the Purchase Order.
3. **QUESTIONS** – Should the Bidder detect any potential discrepancies, conflicts, errors or omissions in the Specifications, or other Contract Documents, or should be in doubt as to their meaning, the Bidder should at once notify the Borough Manager. All questions must be submitted to the Borough Manager in writing as early as possible in the bidding period. Questions received less than seven (7) days prior to the date of the bid opening will not be considered. No oral answers or interpretations will be provided. All answers will be incorporated in Addenda to the Specifications, which shall become a part of the Contract Agreement. The Borough Manager will send a copy of each Addendum to each of those who have obtained a set of the Contract Documents and Specifications. Each Bidder, upon receipt of an Addendum, should fasten it to the inside of the front cover of the Specifications, and must acknowledge receipt of each Addendum by appropriate entry in the Bid Form which is required as part a bid submission.
4. **QUALIFICATIONS OF THE BIDDERS**
  - A. It is the purpose of the Borough of Narberth to award this Contract only to a Bidder who has furnished satisfactory evidence that they are able to provide the services being purchased, and that they command sufficient capital and plant to enable the same successfully, and to complete it in the specified time. The Borough's decision or judgment on these matters shall be final, conclusive, and binding.
  - B. The Borough may make such investigations as it deems necessary to determine the ability of the Bidder to provide the contracted services.
5. **PREPARATION OF BIDS**
  - A. Each Bid must be prepared on the blank unaltered proposal form or forms included in the Contract Documents unless otherwise indicated. Bid Proposals shall be signed by the Bidder with their business address and name of the corporation, followed by the State of Incorporation and the legal signature of an officer authorized to sign contracts for the corporation. Bids shall be signed with the name typed below the signature. Bidders must not remove their

proposal form from the volume of Contract Documents but shall submit their proposal bound with the complete volume of Documents including all Addenda.

- B. In addition, the Bidder's attention is directed to the necessity of signatures on the Bid Proposal Form, Scope of Work, Non-Collusion Affidavit, Contract Terms and Conditions and any addendums, as well as the Bidder's Qualifications.
  - C. If the Bid is signed by a person other than the President of a Company, there must be attached to the Bid a copy of an authorization to sign executed by the president of the Bidding Corporation authorizing such person to sign the Bid on behalf of the Corporation.
6. **BASIS OF BID** – The Bidder must include all bid alternatives shown on the Bid forms. Failure to comply may be cause for rejection.
7. **BID SECURITY**
- A. Each Bid must be accompanied by bid security in the form of a **Bid Bond** or a Certified Check in the amount of ten percent (10%) of the total amount of the bid. Bid security shall be made payable to the Borough of Narberth, addressed as defined in the Bid Form. The form of bid security acceptable to the Borough, and the required amount of such security is stated in the Advertisement for Bids. The Bid Bond Form must be executed by a Surety licensed to conduct business in the Commonwealth of Pennsylvania.
  - B. Such checks or bonds will be returned to all except the three lowest Bidders, within ten (10) days after the bid opening. The checks or bonds of such three Bidders will be returned within five (5) days after the successful Bidder and the Borough of Narberth have executed the Contract and Contractor has furnished acceptable Performance Bond, or until sixty (60) days or one hundred and twenty (120) days as provided in Paragraph 12A after the bid opening, whichever is earlier.
  - C. If any Bidder refuses to enter into a contract, the Borough will retain Bid Security as liquidated damages, but not as a penalty. The Bid Security is to be submitted with the submission of Bids.
  - D. Attorneys-In-Fact who sign bid bonds must file with each bond a certified copy of their "Power of Attorney" to sign said bonds signed by an officer of the surety, and they must also file a Financial Statement of the Surety Company.

**8. BONDS & INSURANCE**

**A. CONSENT OF SURETY** - Each bid must be accompanied with an officer-signed **Consent of Surety** from an approved Surety Company that is licensed to transact business in the Commonwealth of Pennsylvania and is listed on the current United States Department of Treasury Circular 570 with its underwritten limitation therein stated at least equal to \$10,000,000. The consent of surety shall state that the surety company in question unconditionally agrees to furnish the proper Performance Bond and a Labor and Materials Bond where required covering up to the full amount of the Contract Price as security for the faithful performance of all work under the Contract including any option period required of the performance bond to be submitted. The Bond shall be furnished prior to the award of the Contract. Each Consent of Surety must include the surety's most recent available financial statement.

**B. PERFORMANCE BOND** – Prior to the execution of the service contract, the successful bidder will be required to furnish a performance bond for the full term of the 1-year, or 3-year contract term accepted. Annually renewable bonds are not acceptable. Any bond can be reduced to cover the full amount of the remaining years of the contract as each year is completed. For option years the bond must equal 100% of the option year(s) when selected.

**C. INSURANCE** - Each bidder must submit a **Certificate of Insurance** issued by an insurance company satisfactory to the Borough of Narberth evidencing the existence of the mandatory minimum coverage required in this bid document, found in Addendum B, Sections 8 and 9, as part of any or all bids.

**9. DELIVERY OF MATERIALS** – The time and completion for delivery of any included material shall be the number of consecutive calendar days stated in the Bid Form, and this time shall begin with the date of the Notice to Proceed. The order of the Borough to proceed with the work shall be given within thirty (30) calendar days following the last date of the full execution of the Purchase Order and any related contract documents.

**10. LIQUIDATED DAMAGES** – Should the bidder fail to make delivery on or before the time set forth above then the Borough may retain an amount as set forth in the Bid Form as liquidated damages for each calendar day in accordance with the provisions of that section.

**11. BID SUBMISSION** – Each Bid must be submitted in a sealed envelope addressed to: Borough of Narberth, Municipal Building, 100 Conway Ave, Narberth, PA 19072 (Attn: Borough Manager). Bearing on the outside the Bidder's name and address, and the name and number of contacts for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope as stipulated above for Bids and note that a sealed Bid for the

named property is enclosed. Mailed Bids must be received by the Borough before the hour specified in the Advertisement for Bids or will not be considered.

**12. WITHDRAWAL OF BIDS**

A. The attention of Bidders is directed to the fact that in submitting this Proposal, the Bidder agrees, except as noted below, that the Bidder will not withdraw it within sixty (90) days of the date of bid opening, provided that, if the award is delayed by a required approval of another.

B. Upon proper request and identification, Bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Provided the Bid has not been accepted by the Borough, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his Bid.
3. In accordance with Act No. 1 of the 1974 title "Public Contracts – Bids Withdrawal" of the Commonwealth of Pennsylvania.

C. Unless a proposal is formally withdrawn, it shall be deemed open for acceptance until the Contract Agreement has been executed by both parties thereto or until the Borough indicates in writing that it does not intend to accept the Proposal. Notice of acceptance of a Proposal shall not constitute rejection of any other Proposal.

**13. MODIFICATION OF BIDS** – Any Bidder may modify its submission by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the receipt of Bids as stated in the Advertisement. The document shall not reveal the Bid Price but shall provide the addition or subtraction or other modifications so that the final prices or terms will not be known by the Borough until the sealed Bid is opened.

**14. DISQUALIFICATION** – The Borough of Narberth reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Bidder.

**15. SALES AND USE TAXES** – The Bidder shall study all tax laws for the Commonwealth of Pennsylvania, particularly so-called "Sales and Use Taxes" for which it is liable as a consumer or user of goods. The Bid shall be made in accordance with such laws and shall include such taxes in the bid amount. The Bidder shall also obtain, where applicable, sales and use tax exemptions. In no event shall the Borough be directly responsible for any sales or use taxes.

**16. OPENING** – Bids will be opened at the time and place as stated in the Advertisement for Bids.



**17. AWARD**

Notwithstanding any other language in these bid specifications which sets forth requirements that are stated as or implied as being a mandatory part of the submission, the Borough reserves the right to waive minor bid defects when waiver of the defect does not impart a competitive advantage to the bidder and where the defect in no way affects the integrity of the bid or the assurance that the bidder will in all respects comply with and honor the terms of any subsequent contracts. The Borough also reserves the right to request additional information to cure minor defects when such a request does not impact the integrity of the bid process.

The Borough will award it to the lowest qualified and responsible bidder. The Borough reserves the right to award to a bidder that does not submit the lowest bid when the Borough can identify specific reasons for so doing. The Borough reserves the right to reject all bids.

**18. EXECUTION OF CONTRACT**

- A. The “successful” Bidder shall execute the Purchase Order and other Contract Documents within ten (10) calendar days following its presentation along with the Purchase Order and return it to the Borough.
- B. Each Bidder shall be prepared to commence work within ten (10) calendar days following receipt of the official written order of the Borough to proceed or on the date stipulated in such order.

## SCOPE OF WORK

### COLLECTION, TRANSPORTATION AND DISPOSAL OF REFUSE & RECYCLABLE MATERIALS

#### DEFINITIONS

**Garbage** – Waste generated by normal household and commercial uses that is not hazardous and can be disposed of in landfills.

**Recyclables** – those materials selected by the Borough to be recycled as set forth in §A.2 below.

**Brush and Yard Waste** – All compostable vegetative materials packaged in compostable containers or, in the case of woody materials, no greater than 3” in diameter and bundled together with compostable string.

**Bulk Item:** Any large items of solid waste requiring special handling, including but not limited to: large household appliances, furniture, carpet, dehumidifiers, water heaters, air conditioners, microwaves, small amounts of residential construction debris, mattresses, gas or charcoal grills, etc. Bulk items do not include hazardous materials, anything that would weigh less than 40 lbs., automobiles or parts and tires, yard waste, grass clippings, brush or tree trimmings, petroleum/chemical or other commercial/industrial or household waste, paint, propane tanks, E-Waste and recyclables.

**One Unit of Waste** – Not exceeding ninety-six (96) gallons within acceptable Refuse Containers for Refuse and not exceeding ninety-six (96) gallons within acceptable Recycling Containers for Recyclables, on a single, applicable Waste collection day.

#### COLLECTION OF MATERIALS

Collection of garbage, recyclables, leaf and yard waste, beginning the week of **January 1, 2024**.

##### A. COLLECTION OF REFUSE AND RECYCLABLE MATERIALS

1. Contractor shall be responsible for providing collection of garbage, rubbish, refuse, and recyclable materials throughout the Borough of Narberth by picking up at curbside once a week at each property, and each Borough-owned facility defined below:

###### A. Municipal Building Complex

100 Conway Avenue, Library, Narberth Park

Includes 2 dumpsters and 10 containers in parking lot.

- B. 201 Sabine Avenue  
Dumpster and containers in parking lot
  - C. Municipal Park Lot  
Located in rear of Haverford Avenue businesses on south side of street 2 dumpsters and 6 containers.
  - D. Commerce Lane  
Located in rear of Haverford Avenue businesses on north side of street 3 dumpsters.
  - E. Downtown Commercial District  
Haverford, N. Narberth, Forrest, N. Essex, and Windsor Avenues, Station Circle  
Approximately 30 containers
  - F. Any additional municipal containers, locations, or dumpsters, in reasonable scope and number, which may be added by the Borough during the term of the tract Agreement.
2. Contractor shall bid for weekly collection of:
- A. Up to one 96-gallon container of garbage, rubbish, and refuse and one (1) 96-gallon container of recyclable materials;
  - B. Up to 90 gallons of brush and yard waste. If Contractor requires brush and yard waste to be placed in a specific container, or has limitations on forms of brush and yard waste that will be accepted, these requirements and limitations shall be set forth in the bid documents;
  - C. Once-a-week collection of leaves placed in compostable paper bags beginning and including the last week in October until the end of the second full week of December;
  - D. One bulk item per residence and each Borough-owned facility, defined as large household appliances, furniture, carpet, dehumidifiers, water heaters, air conditioners, microwaves, small amounts of residential construction debris, mattresses, gas or charcoal grills, etc. Bulk items do not include hazardous materials, anything that would weigh less than 40 lbs., automobiles or parts and tires, yard waste, grass clippings, brush or tree trimmings, petroleum/chemical or other commercial/industrial or household waste, paint, propane tanks, E-Waste and recyclables.

## TRANSPORTATION & DISPOSAL OF MATERIALS

Transportation and disposal of garbage, rubbish, trash, ashes, and other refuse materials and all recyclables is to be performed, beginning the week of **January 1, 2024**.

### A. TRANSPORTATION & DISPOSAL OF REFUSE MATERIALS

1. The Contractor shall transport and dispose of all refuse materials collected from prescribed locations and Borough facilities within the Borough of Narberth. The Contractor shall dispose of all municipal solid waste collected under the terms of this contract in a facility approved and permitted by the PA DEP.
2. Leaf and Yard Waste shall be delivered to the Lower Merion Township Transfer Station located at 1300 N Woodbine Ave, Penn Valley PA 19072, a Pennsylvania DEP permitted facility.
3. The Bidder shall provide a letter from each facility utilized under this contract. Said letter will contain the name, location, permit number, and type of facility, and the facility's ability to properly dispose of the municipal solid waste outlined in this Contract Agreement. Contractor shall always comply with all regulations of the disposal site in force for the duration of the Contract Agreement.
4. The contractor is responsible for all non-enumerated expenses as well as for obtaining all necessary disposal permits at their expense.
5. Contractor shall provide to the Borough, on a monthly basis, with its invoice, verification information including data that demonstrates that it has disposed of all solid waste materials collected within the Borough of Narberth at a facility approved by the PA DEP and in accordance with the Contract Agreement ("DEP Certificates"). Verification information shall convey the extent of hauling activities through available statistics.
6. Collected non-recyclable solid waste material cannot be co-mingled with solid waste from any other source. The contractor shall maintain for submission to the Borough accurate records indicating tonnage of non-recyclables collected and delivered to the processing facility under this contract.
7. Residential Dwellings, Multifamily Dwellings, and eligible Commercial Establishments may place, for collection by the Borough's Waste Hauler, no more than One Unit of Waste per dwelling unit on each designated, applicable collection day for such Waste.

## **B. TRANSPORTATION & DISPOSAL OF RECYCLABLE MATERIALS**

1. The Contractor shall transport to a place and market or otherwise dispose of as provided by law, including Narberth Borough Code Chapter 437 and in accordance with provisions contained herein, all recyclable materials collected within the Borough of Narberth.
2. If the Contractor determines that recyclables set out are unacceptable due to insufficient preparation of materials they may choose to accept and collect the recyclables or to reject them and leave a sticker or other notification approved by the Borough explaining the proper method of putting out recyclables and by recording the address and reporting it to the Borough.
3. The Contractor shall supply collection vehicles for the sole purpose of collecting recyclables which are capable of transporting the recyclables in a condition to maximize marketability.
4. The Contractor shall leave without damage at the point of collection all recyclable containers which shall be placed once emptied off the street.
5. Recyclable materials collected by the Contractor must be stored at a recyclables processing & materials recovery facility which has all required permits issued by the appropriate authorities.
6. The Contractor may not co-mingle recyclables collected in the Borough of Narberth with recyclables from other municipalities and shall submit written tonnage reports on a monthly basis. The Borough reserves the right to spot check collection vehicles to inspect contents. Such vehicles may be directed to a scale of the Borough's choice for weighing.
7. The contractor has the total responsibility for recyclables processing and shall bear any, and all costs incurred therewith. Any revenues associated with the collection, including those for Department of Environmental Protection performance grants, shall be payable to Narberth Borough.
8. Bids shall be based upon transportation of all recyclables to a recycling center.
9. The contractor shall ultimately be held responsible for establishing transportation and marketing arrangements for the materials collected in the Borough.
10. Costs incidental to the processing of recyclables collected are the Contractor's responsibility and the Contractor shall maintain for submission to the Borough accurate records indicating tonnage of recyclables collected and delivered to the processing facility under this Contract Agreement. Records shall be kept on a daily, cumulative monthly and cumulative annual basis and shall be submitted to the Borough as indicated. Certified weight receipts shall be retained by the Contractor. The Borough reserves the right to inspect such records and the recordkeeping procedures at any time during normal business hours.

## **METHOD AND SCHEDULING OF COLLECTIONS**

### **A. METHOD OF COLLECTION**

1. Material shall be removed without spilling, loaded in vehicle and delivered to appropriate disposal site or facility. Vehicles used for the removal of material shall be specifically designed for the collection and transfer of specified materials to the appropriate facility and shall not leak any fluids. Open trucks or trucks covered with tarps are not acceptable. Each truck shall be equipped with brooms and shovels to allow for proper collection of any spillage while loading. All residential trash cans and lids when emptied by the Contractor shall be placed behind the curb line and handled with reasonable care.
2. Material to be collected shall be placed at the designated location in time for collection by the Contractor. In case of dispute, the Borough Public Works Director shall determine the location for placing containers by a resident. Material receptacles, except for dumpsters, for collection shall be placed along the street or alley abutting the property, not within the cartway of a street or alley, and accessible to and not more than 10 feet from the side or curb of the street or alley from which collection is made.
3. Materials placed out for collection shall be contained as follows:
  - a. It is recognized that Narberth Borough restricts the number of containers to one (1) unit of waste per residence placed at the curb. Curbside containers are to be provided by the resident and shall be covered.
  - b. Narberth Borough supplies recycling containers to residential properties in the Borough.

### **B. ROUTING AND SCHEDULING OF COLLECTION**

1. Contractor shall make collections between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday, provided, however, that this shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe, or other condition beyond the control of the Contractor with the concurrence of the Borough Manager.
2. The contractor is responsible for making collections should a federal holiday fall during any given week, preferably the day after such federal holiday. The contractor shall specify his holiday collection schedule or policy in his proposal.
3. Should the Contractor's committed schedule not be practicable for any reason and the Contractor must change the collection schedule for any other reason, Contractor must notify both the Borough of Narberth and its residents at least two weeks in

advance. It will be the contractor's responsibility and expense to place a notice in a newspaper of general circulation of such a change.

4. The contractor shall be responsible for the pickup of any material missed, spilled, dropped, or overlooked during regular collection. All such material shall be collected within 24 hours following notice to the Contractor.
5. The contractor shall provide with his proposal a detailed routing plan for the contracted collections. The routing plan shall include the number of vehicles, types of vehicles, and number of personnel to be used. This plan and its accompanying details shall be subject to the approval of the Borough Manager.
6. Contractor shall establish, maintain and make available a toll-free telephone number of which residents of Narberth may use to contact the Contractor to ask questions or report problems. The contractor shall be responsible for answering or returning any calls made from the residents within 12 business hours and shall inform the Borough Manager of any reported problems. The contractor shall also report to the Borough any violations of relevant Ordinances observed on the part of the residents. The Borough Manager shall have ability to contact the Contractor for any issues that may arise during the normal collection day.

### **CONTRACTOR BILLING**

The contractor shall invoice the Borough on a monthly basis for an amount equal to one twelfth (1/12) of the applicable year's annual contract price. Even though such billing is not on an as-weighted basis, the invoice will serve as Contractor's confirmation that all work performed was in fact performed in accordance with the contract. Each invoice shall be supported by the required DEP Certificates as to final disposition of the Borough's trash.

### **CONDITIONS OF CONTRACT**

- A. Contractor shall comply with this Contract Agreement including the Scope of Work provisions and Contract Terms and Conditions, all applicable laws including all applicable Narberth Borough Ordinances governing collection and disposal of solid waste, refuse materials, and recyclable materials and all applicable laws of the State of Pennsylvania and the United States. Contractor will observe all regulations governing the use of disposal sites or facilities as required by the County of Montgomery, Pennsylvania.
- B. The contractor shall submit monthly program reports for the duration of the contract period due within 10 working days from the end of each month. Such reports shall be included with monthly invoice statement and shall include:

- Tonnages of all materials collected separately identified as to each class of material.
  - Monthly participation rates.
  - Summary of any program costs the Borough may deem necessary to obtain grant reimbursement from the state.
  - Discussion of problems and noteworthy experiences in the recycling program operation.
  - Summary showing year-to-date totals of tonnages and participation ratio.
- C. Contractors must, no less often than once every six months, provide educational information to the Narberth Borough Offices regarding the types of materials that are recyclable, and when and how such materials are collected.
- D. Should work under this Contract Agreement, including the Scope of Work provisions and Contract Terms and Conditions, be abandoned, assigned, or sublet, or if performance is unnecessarily or unreasonably delayed, or if covenants or conditions of this contract are violated or not in accordance with the terms thereof, or if necessary permits and licenses are not in force and effect at any time during the term of this contract, Narberth Borough Council may cancel and terminate this contract by written notice to be served upon the Contractor who shall be liable for the fees and costs incurred by the Borough, including reasonable attorneys' fees, to fulfill services under this Contract Agreement that exceed monies received by the Borough for such services.
- E. Should the Contractor fail to perform any part of the work called for in this Contract Agreement, including the Scope of Work provisions and Contract Terms and Conditions, in accordance with the terms thereof and Narberth Borough Council decides not to terminate this Contract Agreement, Council shall have the power to perform, cause or procure to be performed such part of the work as the Contractor has failed to perform at the expense of the Contractor and to deduct such expense and collect the cost of same out of the bond filed by the Contractor.
- F. It is to be understood by the Contractor that Narberth Borough's non-recyclable refuse waste cannot be co-mingled with solid waste from any other source, such refuse waste to be delivered to a facility approved and permitted by the PA DEP.
- G. The Borough reserves the right to reject any and all bids, or any part thereof, for any cause whatsoever as they deem to be in the best interest of the Borough.
- H. All information required by the specification in this Scope of Work and all forms enumerated as part of the bidding documents shall be completed and submitted with the Bid.



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Name of Entity

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Name & Title

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Date

SEAL (if applicable)

**NARBERTH BOROUGH  
COLLECTION, TRANSPORTATION AND DISPOSAL OF  
REFUSE & RECYCLABLE MATERIALS**

**BID PROPOSAL FORM**

TO: **Borough of Narberth, 100 Conway Ave, Narberth PA 19072**

FROM: \_\_\_\_\_  
(Name of Bidder)

A. Service Requirements:

1. The Contractor shall collect one unit of waste once a week.
2. The Contractor shall collect single stream mixed paper and recyclables (metal, plastic, glass, aluminum) once a week.
3. Once a week bulk item pickup.
4. Once a week collect leaves, vegetation, and brush.

B. Collection Sites

1. Municipal Building Complex  
100 Conway Avenue, Library, Narberth Park  
Includes 2 dumpsters and 10 containers in parking lot.
2. 201 Sabine Avenue  
Dumpster and containers in parking lot
3. Municipal Park Lot  
Located in rear of Haverford Avenue businesses on south side of street 2 dumpsters and 6 containers.
4. Commerce Lane  
Located in rear of Haverford Avenue businesses on north side of street 3 dumpsters.
5. Downtown Commercial District  
Haverford, N. Narberth, Forrest, N. Essex, and Windsor Avenues, Station Circle  
Approximately 30 containers
6. Any additional municipal containers, locations, or dumpsters, in reasonable scope and number, may be added by the Borough during the term of the Contract Agreement.

7. For all properties except multifamily properties over 10 units, one unit of waste will include up to one 96-gallon container or one or more containers equivalent in total volume for refuse, a 96-gallon container for recycling (to be provided by the Borough), and up to 90 gallons per week of yard waste (to be disposed of in lawn bags to be provided by the property owner).

8. For multifamily properties over 10 units, one unit of waste will include a dumpster for refuse and a dumpster for recycling (both to be provided by the Contractor), or alternative existing property owner-owned dumpsters or a collection of 96-gallon containers, no more than 10 per property. Haulers may need to roll out containers from storage areas for collection.

C. Total cost for collection of all solid waste materials and transportation of the same to the Lower Merion Transfer Station 1300 Woodbine Ave. Narberth, Pa. 19072 or a mutually agreed upon transfer station in accordance with all specifications herein:

Residential Single and 2 family Units (1,349 living units at 1,350 properties) / Commercial (123 properties)

2024: \$ \_\_\_\_\_  
2025: \$ \_\_\_\_\_  
2026: \$ \_\_\_\_\_  
2027: \$ \_\_\_\_\_

53 properties - Multifamily (190 Units)

2024: \$ \_\_\_\_\_  
2025: \$ \_\_\_\_\_  
2026: \$ \_\_\_\_\_  
2027: \$ \_\_\_\_\_

120 Total Properties (108 Commercial Properties /342 Residential Units on 12 properties with units over 10 units)

Public / Government Use (50 containers / 2 compacting units / 7 dumpsters between 9 locations)

2024: \$ \_\_\_\_\_  
2025: \$ \_\_\_\_\_  
2026: \$ \_\_\_\_\_  
2027: \$ \_\_\_\_\_

D. Service Alternate - Annual Spring Clean Up (Details Provided Under Addendum A) (1,989 living units at 1,554 properties)

2024: \$ \_\_\_\_\_  
2025: \$ \_\_\_\_\_  
2026: \$ \_\_\_\_\_  
2027: \$ \_\_\_\_\_

Accompanying this proposal is a completed and executed Bidder's Qualification Form, Certificate of Insurance and all other forms and submissions completed and executed relative to this bid document as are listed on the Bidder's Checklist contained herein.

Upon Contractor's receipt of written notice of the acceptance of this bid, Contractor shall within 30 days execute a Bid Contract in accordance with the accepted bid and agrees to give the bonds required with good and sufficient surety or sureties.

Contractor agrees to begin work the week of January 1, 2024, and to continue for each calendar year of this contract and to discontinue work on December 31, 2027.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, faxed, Emailed or delivered:

Bidder Name & Address:

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Fax: \_\_\_\_\_ Email: \_\_\_\_\_

- **Accompanying this proposal** is a \_\_\_\_\_ in the amount of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_) as bid security or an acceptable bid bond in the appropriate amount of at least 10% of bid price.
- This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.
- The undersigned acknowledges that he received the following Addenda to the Scope of Work specifications and that this Bid was prepared in accordance with said Addenda:

<u>Addendum No.</u>	<u>Date of Addendum</u>
_____	_____
_____	_____
_____	_____

- The Bidder understands that the quantities in unit price work are approximate only and are presented solely for the Borough's use in comparing bids. Bidder further understands and agrees that the Borough of Narberth may increase or decrease the quantity of work to be performed under any item. Bidder further agrees that in case of error or inconsistency in the figures contained herein, the unit prices contained in this Bid Proposal shall govern.
- The Bidder represents that prior to bidding to the extent Bidder deems it necessary or desirable, Bidder has reviewed the bid documents and has had ample opportunity to request clarification from Narberth Borough about any part of the bid documents, including any inconsistencies or omissions between the Scope of Work and Bid Proposal Form and that, to the extent Bidder has requested clarifications, and has received satisfactory responses.

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Name of Entity

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Name & Title

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Date

SEAL (if applicable)



I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

(Name of Contractor)

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

\_\_\_\_\_  
(Print or Type Name and Title)

Subscribed and sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary public of

My commission expires \_\_\_\_\_.

**Bidder's Affidavit**

(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :  
 :  
COUNTY OF \_\_\_\_\_ :

\_\_\_\_\_, being first duly sworn, deposes and says that he resides at \_\_\_\_\_, that he is the \_\_\_\_\_ (title) of \_\_\_\_\_, who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the bidder, that the seal attached is the seal of the bidder, and that all declarations and statements contained in the bid are true to the best of his knowledge and belief.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before

Me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**NARBERTH BOROUGH  
COLLECTION, TRANSPORTATION & DISPOSAL OF  
REFUSE & RECYCLABLE MATERIALS**

**BIDDER'S QUALIFICATION FORM**

(Answer on form provided or attach document)

**1. GENERAL INFORMATION**

❖ Name of Bidder:

\_\_\_\_\_

❖ Address

\_\_\_\_\_

\_\_\_\_\_

❖ Telephone: \_\_\_\_\_ (Fax #) \_\_\_\_\_

❖ Email Address:

\_\_\_\_\_

**2. ORGANIZATIONAL BACKGROUND**

❖ Type of Organization

Corporation – date and state of incorporation: \_\_\_\_\_

Individual                       Partnership

Joint Venture                       Other:

\_\_\_\_\_

❖ How long has your organization been in business? \_\_\_\_\_

❖ List or attach list of names and titles of principals involved:

\_\_\_\_\_

\_\_\_\_\_

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❖ Number of employees: \_\_\_\_\_

**3. WORK HISTORY**

❖ Attach or list the following information on similar projects completed in the past five (5) years. Name and type of project, contract amount, date of completion.

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❖ Attach or list the following information on similar projects now has in progress. Name and type of project, contract amount, scheduled date of completion.

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❖ Has your organization ever defaulted on or otherwise failed to complete any work under contract? If so, note the circumstances.

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❖ Provide or attach a statement setting forth all agreements, either oral or written, with any other person or party with respect to the proposed bid contract. If a successful bidder is

acting as an undisclosed agent, the Borough of Narberth may terminate the contract without liability.

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**4. OPERATING PLAN**

- ❖ Attach a complete operating plan which will detail:
  - Collection days proposed for trash and recycling.
  - Truck utilization (identify trucks to be used by year, chassis, body & capacity) and staffing of vehicles.
  - Supervision of routes
  - Customer service program
  - Collection safety program
  - Public information/education program for recycling (twice annually)

**5. EQUIPMENT**

- ❖ List equipment currently in inventory and new equipment purchases anticipated over the next five years.

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**6. BANK REFERENCE & FINANCIAL STATEMENT**

- ❖ Bank Reference: \_\_\_\_\_
-

❖ **Attach a copy of a recent financial statement.**

**7. INSURANCE**

❖ **Attach a copy of a Certificate of Insurance**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF \_\_\_\_\_ :

I, \_\_\_\_\_, of full age, being sworn according to law, upon my oath depose and say:

I am the \_\_\_\_\_ of \_\_\_\_\_, the bidder herein named, and I am duly authorized to respond to the foregoing questions on behalf of said bidder.

I have read the foregoing questions in the “Qualification Questionnaire,” and the answers that I have submitted in response thereto are true according to the best of my knowledge, information and belief.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Office

\_\_\_\_\_  
Company

Sworn to and subscribed before me this

\_\_\_\_\_ Day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**AGREEMENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Surety, a corporation existing under the laws of the State of \_\_\_\_\_, and authorized to transact business in the Commonwealth of Pennsylvania hereby agree intending to be legally bound hereby, to execute and deliver to the **Borough of Narberth** (hereinafter called OWNER), within the time limit specified in the Contract Documents, the Performance Bond and Payment Bond in the forms included in the Contract Documents or equivalent each in an amount of 100% of the contract amount, in favor of OWNER, as required for the faithful performance and proper fulfillment of **Contract No.** \_\_\_\_\_: entitled \_\_\_\_\_ on behalf of \_\_\_\_\_ (hereinafter called Bidder) provided that the above contract be awarded to Bidder within sixty (60) days after the date of opening of the bids or otherwise as set forth in the Instructions to Bidders. Surety further agrees that should Surety after notification of such award omit or refuse to execute the required bonds then Surety shall pay to OWNER any difference between the total amount specified in Bidder's proposal for the required work and the amount for which OWNER may procure the same work if the latter amount be in excess of the former and after deduction therefrom of payment made by reason of the forfeiture of the proposal security.

DATED: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Surety's Name

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

(CORPORATE SEAL)

**NARBERTH BOROUGH  
COLLECTION, TRANSPORTATION AND DISPOSAL OF  
REFUSE AND RECYCLABLE MATERIALS**

**BID CONTRACT**

**THIS CONTRACT**, made and entered on this \_\_\_\_\_ day of (insert date) by and between the **BOROUGH OF NARBERTH**, Montgomery County, Pennsylvania, (“Narberth”) and \_\_\_\_\_ (“Contractor”).

**WITNESSETH**, that the Contractor and the Borough of Narberth for the consideration stated herein agree as follows:

1. **TERM:** This Contract shall take effect on **January 1, 2024**, and remain in full force and effect until **December 31, 2027**.
2. **SCOPE OF WORK:** The Contractor is granted the sole and exclusive right, to the extent provided for in the Contract Documents and within the geographic area as described in the Contract Documents and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide for the services listed below and to perform all of the work call for and described in the Contract Documents pertaining to those services.
3. **PRICE AND MANNER OF PAYMENT:** The annual amounts bid by the Contractor for the work to be provided during each of the agreed upon years of this Contract are set forth in the Contractor’s Bid Proposal Form. The Borough of Narberth shall pay the annual amount for each year to the Contractor in twelve (12) equal monthly installments. The Contractor shall prepare and send a bill for each monthly payment

and payment shall be made by the Borough of Narberth within thirty (30) days of receipt of the bill.

4. **COMPONENT PARTS OF THE CONTRACT DOCUMENTS:** The Contract Documents shall include the documents contained in the Bid Document (hereinafter referred to as “Contract Documents”), all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- A. Advertisement for Bids
- B. Instruction to Bidders
- C. Scope of Work
- D. Bid Proposal Form
- E. Contract Terms & Conditions
- F. Service Contract Addendum to Contract Terms & Conditions
- G. Bidder’s Qualification Form
- H. Surety, Affidavit and Bonds
- I. Insurance Documents

All provisions of the Contract Documents shall be complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania and if any part of a provision of this Contract conflicts therewith, the said statute shall govern.

This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**IN WITNESS WHEREOF**, we the contracting parties, by our duly authorized agents, hereto affix our signatures and seals the day and year first above written.

**BOROUGH OF NARBERTH**

**(SEAL)**

\_\_\_\_\_  
Frederic Bush, Council President

\_\_\_\_\_  
Kenneth Cammilleri, Borough Manager/Secretary

\_\_\_\_\_  
Contractor

**(SEAL)**

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title



**ADDENDUM A**  
**NARBERTH ANNUAL SPRING CLEAN-UP EVENT DETAILS**

1. Narberth Borough designates a week in early June of every year as Spring Clean Up. During this week, our waste collection contractor will collect items that are not normally removed during weekly trash service. These materials are to be placed curbside and will be collected on the day of the week as listed below. Due to the stipulations of PA Act 101, the following restrictions will apply.
  - A. ***Building materials***, such as wood, plaster, and concrete, will not be collected.
  - B. ***Hazardous waste***, such as paint, chemicals, and pesticides will not be collected.
  - C. ***Electronic waste***, such as televisions, computers, keyboards, sound equipment, etc. will not be collected.
  - D. ***Lawn & garden waste*** will not be collected. Lawn and yard waste will be collected on the last Saturday of each month. Please refer to the Borough's calendar, located on the Borough's website.
  - E. ***Appliances***, such as air conditioners, freezers, refrigerators, stoves, washers, and dryers, will **not** be collected as part of this free pick up. Residents can schedule a bulk pick-up for **June 25**, using the link on the Borough's website. Please refer to the Borough's website for monthly collection dates.
  - F. ***Rugs*** will be collected but *must be cut into 4-foot lengths, rolled, and tied with string*.
  - G. ***Metals*** will not be collected.
  - H. ***TIRES WILL NOT BE COLLECTED!***
2. The Borough has a collection schedule in place that ensures all properties are serviced during this event.
3. A typical tonnage of material collected during this event is ##### tons.

**ADDENDUM B**  
**CONTRACT TERMS AND CONDITIONS**

The following terms and conditions shall supplement and apply to the transaction proposed and described in the accompanying Bid Documents and Contract Agreement between Narberth Borough (“Borough”) and the entity shown as the Bidder or Contractor therein (“Contractor”). Whenever a term defined by the Pennsylvania Uniform Commercial Code (“UCC”) is used herein, the definition contained in the UCC shall control.

1. **ACCEPTANCE** – This Contract Agreement shall constitute the Borough’s desire to receive waste hauling services from Contractor in accordance with these terms and conditions and any additional terms and conditions expressly set forth or incorporated by express reference within the Contract Documents and Scope of Work Provisions (hereinafter collectively referred to as the “Terms and Conditions”), which when offered by Borough and accepted by Contractor, as the lowest responsible bidder, shall constitute a binding contract between the parties.
2. **TAXES** – The prices for the services or labor supplied hereunder shall include all Federal, state and local taxes or fees imposed upon or on account of such services, unless otherwise indicated herein. The Contractor shall make its own investigation as to what taxes and fees are due and owing. The Borough will not be responsible for any payment not included in the quotation.
3. **FORCE MAJEURE** – Borough shall have the right to suspend services from Contractor hereunder without penalty or liability to Borough in the event of war, riot, flood, acts of God, fire court order, strike, work stoppage, act of governmental authority, or other causes beyond the Borough’s control.
4. **WARRANTIES** – Contractor expressly warrants that the services rendered:
  - (a) shall strictly conform in all respects with the Borough’s description within the Scope of Work and specifications incorporated herein,
  - (b) shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Borough in connection with the Bid Documents,
  - (c) all services performed shall be performed in a reasonable and workmanlike manner and to the standard existing in the appropriate industry.
5. **COMPLIANCE WITH LAW** – Any service performed which is the subject of this Contract Agreement has been or will be performed in compliance with all applicable Federal, state and local laws, rules, regulations and orders. Contractor hereby agrees to indemnify, defend and hold the Borough harmless for any and all costs incurred by Borough, directly or indirectly, including without limitation, reasonable attorneys’ and other professional fees, by any failure of the Contractor to comply fully with the requirements of any applicable law, rule, regulation or order.

6. **PENALTIES**

The contractor may be assessed monetary penalties by the Borough to secure compliance with the contract documents. Penalties shall be used as a remedy to violations of the contract which in and of themselves do not constitute a default condition severe enough to warrant contract termination. The Borough shall levy penalties upon proper notification to the Contractor. The Contractor will be allotted a reasonable time period as defined in this section to correct the violation. A reasonable period is defined for missed collections as **four hours** upon a Borough representative contacting the Contractor’s Representative and outlining the missed collection. If the missed collection is not picked up within four hours of notification, the penalty clause, as outlined below, will be assessed at the discretion of the Borough. This same provision also applies to the cleanup of spilled items. For all other violations outlined in this section, proper notice is defined as a certified letter to the Contractor from the Borough. Upon receipt of the letter, the Contractor has 48 hours to take corrective action to assure the violation(s) do not reoccur. If the same or similar violation does recur after proper notice (certified letter), the Borough reserves the right to assess the penalty as outlined in this section. Failure on the part of Contractor to accept correspondence from the Borough shall not exempt Contractor from penalties.

The following penalties are agreed to as a condition of the contract(s), when applicable to each contract:

-Missed collections - residential	\$50 per dwelling unit missed per day
-Failure to report	\$500 for each report not made
-Mixing recyclables with refuse	\$1,000 per occurrence <sup>12</sup>
-Failure to clean up spilled items	\$500 per occurrence
-Landfilling recyclables	\$2,000 per occurrence
-Failure to follow required daily Collection schedule	\$500 per occurrence

The Borough, in its sole discretion, may deduct said penalties from the monthly payment owed to the Contractor for service rendered.

7. **CANCELLATION** – The Borough may, by written notice to Contractor, cancel any contract or agreement with Contractor formed hereunder upon the occurrence of any of the following events (“Events of Default”):

- (a) Contractor fails to fully perform any of its material obligations under the Scope of Work, Contract Agreement, Bid Documents, or Terms and Conditions, when Contactor is provided with written notice by the Borough of such default and the Contractor has failed to take reasonable steps to correct such default within ten (10) days of such notice.
- (b) Contractor’s quality or timeliness of work continually violates the Contract Documents and Scope of Work provisions, or if Contractor’s services

performed are not performed in a skillful manner, after written notice of the same is provided to the Contractor from the Borough.

- (c) The commencement of an involuntary case or the filing of a petition against Contractor (i) seeking reorganization, arrangement, adjustment or composition of or in respect of Contractor under the Federal Bankruptcy code as now or hereafter constituted, or under any other applicable Federal or state bankruptcy, insolvency, reorganization or other similar law, (ii) seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of Contractor for any part of its property, or (iii) seeking the winding up or liquidation of its affairs, and such involuntary case or petition is not dismissed within thirty (30) calendar days after the filing thereof;
- (d) The commencement by Contractor of a voluntary case or the institution by Contractor of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, under the Federal Bankruptcy Code as now or hereafter constituted, or any other applicable Federal or state bankruptcy or insolvency or other similar law;
- (e) The consent by Contractor to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official of Contractor for any substantial part of its property;
- (f) The making by Contractor of any assignment, including the assignment for the benefit of creditors;
- (g) The admission by Contractor in writing of its inability to pay its debts generally as they become due or the failure of Contractor to pay its debts as such become due;
- (h) The taking of any corporate action by Contractor or its shareholder or Board of Directors or any committee thereof in furtherance of any of the foregoing; or

In the event of such cancellation, the Borough shall have the rights and remedies set forth below and the Borough's sole liability to the Contractor shall be for services already rendered.

- 8. **RIGHTS AND REMEDIES** – If an Event of Default occurs, the Borough shall, in addition to the right of cancellation, be entitled to all remedies for a breach of contract available at law or in equity. The Court of Common Pleas of Montgomery County, Pennsylvania shall have venue and jurisdiction over any and all disputes arising under the Contract Documents.
- 9. **INSURANCE – LIABILITY INSURANCE:** Contractor hereby agrees to maintain policies of liability insurance in full force from the date of this Contract and continuing from that date through the contact period, expressly naming the

Contractor, the Borough, its agents, employees, and members of the Borough Council as additional insured for all work performed by the insured in connection with the insured's contract for work for the purpose of protecting such parties from liability for bodily injury and property damage claims. These policies shall provide for a minimum of ninety (90) days' notice to the Borough prior to cancellation of the policies. Contractor further agrees to have the Borough and the forenamed agents as insured parties in each of the following types of policies and to provide the following minimum coverage: public liability insurance with limits of One Million Dollars (\$1,000,000.00) for one occurrence, Two Million Dollars (\$2,000,000.00) for multiple accident, Two Million Dollars (\$2,000,000.00) for general aggregate, Two Million Dollars (\$2,000,000.00) for products and/or completed operations, and Two Million Dollars (\$2,000,000.00) for property damage coverage.

10. **WORKERS' COMPENSATION INSURANCE:** The Contractor agrees to provide proof of workers' compensation coverage for all necessary employees, subcontractors, as well as for anyone who intends to work for the Contractor within the Borough of Narberth. The Contractor shall submit a workers' compensation certificate which includes the effective date of coverage and the signature of the insurer, as well as the following items for workers' compensation and employer's liability: 1) workers' compensation: statutory; 2) employer's liability: \$100,000.00 each accident, \$100,000.00 each employee, and \$500,000.00 policy limit. The Borough is to be named as a workers' compensation policy holder. If the Contractor either does not employ other individuals or has a religious exemption, an affidavit of exemption must be signed under the current Pennsylvania Worker Compensation law and any subsequent amendments. The insurer is required to notify in writing the Borough Manager if the insurance expires or is canceled. Additionally, Contractor agrees that the indemnity obligations of Contractor under the Contract Documents that apply to and include claims made by employees of Contractor and Contractor's contractors and subcontractors. Contractor, on behalf of itself and its contractors and subcontractors, hereby waives the protection and immunity of the Workers' Compensation Act as to any actions brought against the Borough and all other immunities or statutory provisions, which would otherwise prohibit, prevent or limit Contractor from having the indemnification duties and liabilities set forth in these Contract Documents.
11. **INDEMNIFICATION:** Contractor shall release, indemnify, protect and save harmless the Borough, Borough Council, Borough staff and appointed professionals, and all Borough employees, agents, and independent contractors from all costs or expenses resulting from any and all loss of life, property, injury, or damage to any person, property, association, or corporations resulting from the services contracted under the Contract Documents. The Contractor agrees to save, protect, defend, indemnify and forever hold harmless the Borough, Borough Council, Borough staff and appointed professionals, and all Borough employees, agents, and independent contractors from any and all liability, or claims of liability, arising out of, involving, or in any way connected with its services contacted under the Contract Documents regardless of whether the liability or claim of liability

against Borough is due to, or on account of, any negligence of the Borough, Borough Council, Borough staff and appointed professionals, and all Borough employees, agents, and independent contractors. The indemnification provided for herein shall not be deemed a waiver of Borough's right to governmental immunity as a governmental entity or official immunity for the above-mentioned Borough personnel in any action against the Borough. The aforesaid obligations of Contractor shall not apply in cases of gross negligence and/or willful misconduct by the Borough, Borough Council, Borough staff and appointed professionals, Borough employees, agents, and independent contractors.

12. **ASSIGNMENT** – Contractor shall not assign, delegate or subcontract any of its rights or obligations hereunder without the prior written approval of Borough. Any such assignment, delegation or subcontracting without Borough's prior written consent shall be void.
13. **NOTICES** – All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given, made and received when personally delivered against or upon actual receipt by registered or certified mail, postage and fees prepaid, return receipt requested, to the respective addresses of the parties listed in the Contract Documents. Any party may alter the address to which communications or copies are sent by giving notice of such change of address in conformity with the provisions of this paragraph.
14. **MODIFICATION** – No modification of the Contract Documents shall be effective unless accepted in a written Change Order signed by an authorized representative of the Borough.
15. **MISCELLANEOUS** –
  - (a) The contractor shall be bound by any representation or undertaking made by any of its agents or employees with respect to the specifications, quality, price or the quality of service. By accepting the Contract Documents terms and conditions, Contractor ratifies any such representation or undertaking made by any of its agents or employees.
  - (b) In the event that any provision of the Contract Documents is declared invalid by any tribunal or law, the remainder of the provisions shall not be affected thereby, and each term and provision not declared invalid or unenforceable shall be valid and shall be enforced to the fullest extent permitted by law.
  - (c) The Contract Documents, the Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- (d) The Contract Documents and the Terms and Conditions and all questions relating to their validity, interpretation, performance, and enforcement shall be construed in accordance with, and shall be governed by, the substantive laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law.
- (e) No claim or right arising out of a breach of the Terms and Conditions by the Contractor may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by an authorized representative of Borough. The Borough's waiver or acceptance of any breach by Contractor of any provisions of the Terms and conditions shall not constitute a waiver of or an excuse for nonperformance as to any other provision of the Terms and Conditions nor as to any prior or subsequent breach of the same provision.
16. **PERFORMANCE BOND** – The Contractor to whom the contract is awarded must execute a bond with a reputable surety company with surety satisfactory to the Borough of Narberth. The bond shall be in the full amount of the Contract shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and in the event that payment is not made, that the bonding company shall be responsible for all attorneys' fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve percent (12%), for so long as the bond remains unpaid. Additionally, the Bond is required to automatically renew annually throughout the term of the Contract and shall include a 90-day Evergreen Clause in a form acceptable to the Borough Solicitor.
17. **OBLIGATION FOR BOND** – The surety company furnishing the bond must agree and include a provision that no change, extension of time, alteration or addition to the terms of the Contract to the work to be performed hereunder nor to the Specifications shall in any way or extension of time, alterations, or additions to the terms of the Contract or to the work or to the Specifications; and the surety company shall further agree that the performance bond shall not become effective until approved by the Narberth Borough Council.
18. **ENTIRE AGREEMENT** – When accepted, the Contract Documents, including the Contract Terms and Conditions and Scope of Work provisions, will constitute the complete and exclusive statement of the terms of the contract between the parties hereto, are intended as a final expression of the terms of such contract and will supersede all prior and contemporaneous agreements, inducements or conditions, express or implied, oral or written. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term herein. The Borough's acceptance or acquiescence in a course of performance rendered by Contractor's hereunder shall not be relevant to determine the meaning of this contract even though Borough has knowledge of the nature of the performance and opportunity for objection.

The undersigned, being duly authorized on behalf of the Contractor identified in the foregoing, hereby acknowledges receipt thereof and assents to the Contract Documents and Terms and Conditions contained herein without objection.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_