

TOWN OF GEORGETOWN, INDIANA

**SOLID WASTE COLLECTION
SERVICES CONTRACT**

SOLID WASTE COLLECTION SERVICES CONTRACT

This Solid Waste Collection Services Contract, dated as of this 15 day of December (the "Contract"), 2022, entered into by and between Sweetland LTD., Inc. (the "Contractor") and the Town Council for the Town of Georgetown, Indiana ("Town Council").

WITNESSETH THAT:

WHEREAS, pursuant to Indiana Code 36-9-30-5, the Town Council, may contract with persons for the collection or disposal of solid waste; and

WHEREAS, if a contract for the collection or disposal of solid waste will yield a gross revenue to a contractor of at least \$25,000 during the term of such contract, then the Town must comply with Indiana Code 36-1-12-4 or 36-9-30-5.3 in awarding such contract; and

WHEREAS, the Town Council has prepared plans and specifications, including any addenda thereto, a copy of which are attached as Exhibit A hereto and made a part hereof (the "Specifications"), for a contract for collection or disposal of solid waste services for Properties within the Town of Georgetown, and has published a notice requesting proposals for such contract; and

WHEREAS, in response to such request, the Contractor has submitted its proposal, a copy of which is attached as Exhibit B hereto and made a part hereof (the "Proposal"), to perform the Contract in accordance with the Specifications; and

WHEREAS, the Town Council has accepted the Proposal and has determined to award the Contract to the Contractor; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and in the Proposal, the parties do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing introductory paragraphs, recitals and documents referenced therein are hereby incorporated into the body of this Contract with the same force and effect as if fully set forth herein. Any terms used, but not otherwise defined herein, shall have the same meaning ascribed thereto in the Specifications.

2. **Scope of Work.** The Contractor shall perform the services for the collection, delivery and disposal of Solid Waste, Recyclable Materials, Yard Waste, and Junk Materials, in strict accordance with the Specifications and all terms and pricing of Option 2 set forth in the Proposal as well as any and all addendas agreed to herein or attached. The Contractor shall supply all the supervision, trucks, containers, materials, equipment, labor and any other items necessary to complete said work in accordance with the Specifications, the Proposal and this Contract.

3. **Term; Renewal.** The term of this Contract shall commence on January 1st, 2023 and shall terminate on December 31, 2027. Notwithstanding anything herein to the contrary, the Town Council and the Contractor may, upon mutual agreement and execution of a written

instrument, agree to renew or extend the term of this Contract for a 5-year period so long as the final term of this Contract is no later than December 31, 2032, and the renewals and extensions conforming to the same terms and conditions established within this original Contract.

4. **Payment.** The Town will pay the Contractor in arrears in equal monthly installments, payable on the first day of each month following the end of the first month of the contract period, based on the monthly fee set forth in Option 2 of the Proposal and based on a per property price; *provided, however*, the Town reserves the right to withhold or offset contract payments for non-performance, breach of contract or violation of any law, as described in the Specifications.

5. **Nondiscrimination.** The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, ancestry or age.

6. **Licenses and Taxes.** The Contractor shall obtain all licenses and permits necessary to perform the services contemplated by this Contract and promptly pay all taxes required.

7. **Indemnification.** The Contractor will indemnify, hold harmless, and exempt the Town, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Contractor, its officials, agents, servants and employees, provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

8. **Termination.** The Town shall have the right to terminate this Contract in case of a breach of the Contract by the Contractor in accordance with the terms and conditions of the Specifications. If the Contractor fails to perform any part of this Contract, then the Town may serve written notice of such breach of the Contract upon the Contractor and the provider of its performance bond, each at its official place of business, as stated in the Proposal, setting forth the specific breach or failure to perform by the Contractor and the actions the Contractor must undertake in order to cure such breach comply with the terms of the Contract. The Contractor shall have ten (10) days to cure the breach or failure to perform set forth in the notice; and if the Contractor does not do so in a manner satisfactory to the Town, then the Town shall have the right to terminate the Contract by providing written notice thereof to the Contractor and the provider of its performance bond. The Town may take over and complete the work by separate contract at the expense of the original Contractor and the provider of its performance bond even in excess of the original price set forth in the Proposal.

9. **Costs of Legal Action.** In the event that the Contractor fails to perform in accordance with all terms of the Contract and the Town sues the Contractor in order to secure performance or for damages incurred by the Town because of the Contractor's failure to perform, the Contractor will pay all reasonable attorney's fees and court costs incurred by the Town in any legal action.

10. **Assignment.** This Contract shall not be assignable or transferable by either party without the prior written consent of the other party hereto.

11. **Effective Date.** This Contract shall have an effective date as of the date and year first written above, with collections to begin the week of January 1, 2023.

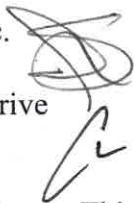
12. **Entire Agreement; Incorporation of Exhibits.** All exhibits attached hereto and referenced herein, including the Specifications and the Proposal, are incorporated herein and shall be deemed to be a part of this Contract. The Contractor expressly agrees to all terms and conditions in the Specifications and to perform this Contract in accordance with such Specifications. This Contract constitutes the entire agreement between the parties with respect to the subject matter contained herein and merges and supersedes any and all prior negotiations, representations, understandings or agreements between such parties relating to the subject matter hereof, oral or written, and, together with the Specifications and the Proposal, constitutes the entire agreement between the parties hereto in respect of the subject matter hereof. This Contract can be amended, supplemented or changed only by an instrument in writing which makes specific reference to this Contract and which is signed by all parties hereto and in accordance with the laws of the State.

13. **E-Verify Program.** Pursuant to Indiana Code 22-5-1.7, the Contractor agrees that it has enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This confirms that the Contractor has signed an affidavit stating that it has enrolled in and is participating in the E-Verify program and that it does not knowingly employ an unauthorized alien. The Contractor agrees that any subcontractor or other person who works for the Contractor and performs any work under this Agreement shall certify to the Contractor that such subcontractor or person participates in the E-Verify program and employs no unauthorized alien.

14. **Notices.** All notices and requests required pursuant to this Contract shall be deemed sufficiently made if delivered, as follows:

To the Contractor:

Sweetland LTD., Inc.
c/o John Sweetland
3104 Creek Ridge Drive
New Albany, IN



To the Town:

Town Council for the Town of
Georgetown, Indiana
9111 State Road 64, PO BOX 127
Georgetown, IN 47122

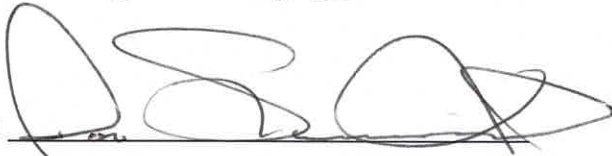
15. **Governing Law.** This Contract is being executed and delivered in the State of Indiana and shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. In the event of a dispute, the judicial venue shall be Floyd County, Indiana.

16. **Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Solid Waste Collection Services Contract as of the date and year first written above.

“Contractor”

SWEETLAND LTD., INC.
by and through it's managing partner/member

By: 

Printed: Jon Sweetland

Title: OWNER / STEWARD

Date: 12/15/2022

“Town”

TOWN OF GEORGETOWN, INDIANA,
by and through the Town Council

By: 

Printed: Chris Loop

Title: President

Date: 12/15/2022

SPECIFICATIONS FOR THE CONTRACT**INSTRUCTIONS**

1. PROPOSALS. Each proposal shall be legibly written or printed in ink on the form provided in this copy of proposed contract documents. No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed and initialed by the submitter; if initialed, the Town of Georgetown (the "Town") may require the submitter to identify any alterations so initialed. No alteration in any proposal, or in the form on which it is submitted, shall be made after the proposal has been submitted. All addenda pertinent to the contract documents, properly signed by the submitter, shall accompany the proposal when submitted. Each proposal shall be enclosed in a sealed envelope or wrapping, addressed to the Town Council for the Town of Georgetown, Indiana (the "Town Council"), identified on the outside with the words, "Proposal for Solid Waste Collection Service Contract", and filed with the Town of Georgetown at Town Hall, located at 9111 State Road 64, PO Box 127, Georgetown, Indiana 47122.
2. ACCEPTANCE AND REJECTION OF PROPOSALS. The Town of Georgetown, Town Council, shall award the contract in accordance with Indiana Code 36-9-30-5.3, including but not limited to considering factors such as the overall cost of the contract, technical evaluation of facility design, system reliability, energy efficiency, financial condition of the proposer, and compatibility with source separation, other recycling systems, and environmental protection.
3. WITHDRAWAL OF PROPOSAL. No contractor may withdraw its proposal for sixty (60) days after the date and hour set for the opening.
4. AWARD OF CONTRACT, PROPOSAL BOND AND PERFORMANCE BOND.
 - a. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals. Any proposal received after the time and date specified shall not be considered.
 - b. Each proposal must be accompanied by a bond in the amount of ten percent (10%) of the highest annual increment contained in the proposal, payable to the Town. All bonds of unsuccessful contractors shall be returned to them upon selection by the Town Council of the Town of Georgetown of the successful contractor.
 - c. The opening and reading of the proposals shall not be construed as an acceptance of a contractor's qualifications or that a contractor is responsible or responsive to the request for proposals. A contract shall be deemed as having been awarded when a final decision is made at a public meeting of the Town Council for the Town of Georgetown, Indiana. The successful contractor shall be required to execute three (3) copies of the contract on such form as may be mutually agreed upon by the Town Council for the Town of Georgetown and the successful contractor, and to furnish insurance certificates, performance bond, if applicable, and other documents required by the specifications. In the event of the successful contractor's refusal or failure to do so within twenty (20) days after contract award, the contractor will be considered to have abandoned all of its rights and interest in the award, and the contractor's security may be declared forfeited by the Town as

liquidated damages, and the award may then be made to the next best proposal, or the request for new proposals may be made by the Town Council.

5. SIGNATURES.

- a. Each proposal must be signed by a person who is in the business of transporting solid waste and is either a corporation, limited liability company, a partnership, a business association, or an individual who is a sole proprietor. If the contractor is a corporation, limited liability company, partnership, or business association, the proposal must be signed by an officer, a corporate director, or a senior management official of a corporation, limited liability company, partnership, or a business association that owns or controls, directly or indirectly, at least twenty percent (20%) interest in the contractor and which has the legal authority to bind such contractor.
- b. The proposal must be properly signed in ink and the address of the contractor stated therein. The legal status of the contractor, whether corporation, limited liability company, partnership, individual, or business association, shall also be stated in the proposal.
- c. A corporation or limited liability company shall execute the proposal by its duly authorized officers or responsible parties, as hereinabove defined, accompanied by evidence of the responsible party's authority to sign on behalf of the corporation or limited liability company, and shall indicate the state in which it is incorporated or organized, and if not incorporated or organized in the State of Indiana, shall submit evidence of its authority to do business in the State of Indiana. A partnership contractor shall give full names of all partners, partnerships, and individual proprietors and shall state the names of all parties interested therein.
- d. The place of residence of each contractor, or the office address in the case of a corporation, limited liability company, a partnership or a business association, with the county and state and telephone number, shall be given after the contractor's signature.
- e. If the contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the proposal.
- f. Any person signing a proposal as an agent of another or others must submit with its proposal legal evidence of its authority to do so (Power Of Attorney).
- g. Multiple proposals under different names will not be accepted from one person, corporation, limited liability company, partnership or other business association.

6. ADDENDA AND EXPLANATIONS. A copy of the general specifications is attached. Any proposed deviation from these specifications must be clearly stated in writing by a contractor on its proposal. If any contractor who contemplates submitting a proposal is in doubt as to the true meaning of any part of the instructions to contractors, the required specifications or the proposed contract, such prospective contractor may submit a request for interpretation to the Town Council of the Town of Georgetown. Any such request for interpretations or explanations shall be requested from the Town Council in writing. If any explanations or interpretations are necessary, which determination of necessity shall be made by the Town Council in its sole discretion, a reply shall be made in the form of an

addendum, a copy of which will be forwarded to each prospective contractor. Every request for such explanation shall be in writing, addressed to the Town Council for the Town of Georgetown, at Town Hall, located at 9111 State Road 64, PO Box 127, Georgetown, Indiana 47122. Any verbal statements regarding interpretation of the documents by any person previous to the award shall not be binding.

7. EXISTING REQUIREMENTS FOR PERFORMANCE. Each contractor submitting a proposal is responsible for determining the conditions, physical requirements, and costs, including necessary equipment, labor, transportation, and other factors necessary to perform the contract. By submission of contractor's proposal, the contractor represents, acknowledges and agrees that the contractor has fully acquainted itself with the conditions and requirements relating to the scope and restrictions attending the execution of the work to be performed under the contract. Contractors shall thoroughly examine and be familiar with the specifications.
 - a. The failure or omission of any contractor submitting a proposal to acquaint itself with conditions existing at the time of submission of its proposal shall in no way relieve such contractor of any obligations with respect to its proposal or to the contract.
 - b. The contractor shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra costs to the Town, unless a mutual agreement is reached between both parties.
 - c. The contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, Indiana Department of Environmental Management rules and regulations, and other agencies having jurisdiction over the collection, transportation and disposal of municipal waste shall apply to the contract throughout the term thereof and shall be deemed to be included in the contract as though written out in full therein.
8. QUALIFICATIONS.
 - a. The opening and reading of the proposals shall not be construed as an acceptance of the contractor's qualifications or that the contractor is responsible or responsive to the request for proposals. In evaluating and determining whether a contractor is responsive and responsible, the Town Council, in its sole discretion, reserves the right to such a determination based upon its own knowledge of the contractor's qualifications or from other sources.
 - b. Each contractor is required to submit with its proposal, certified supporting data regarding its qualifications, in order to permit the Town Council to make a determination whether such contractor is a qualified under the factors and requirements of Indiana Code 36-9-30-5.3. Each contractor shall furnish any or all of the following information, sworn under oath:
 - i. A completed and fully executed copy of the Indiana State Board of Accounts' "*Contractor's Bid for Public Work - Form 96*" and a completed copy of the price proposal form, a copy of which is included in the contract

documents. The terms “public works project” in Form 96 shall be interpreted to mean the “collection, transportation, and disposal of solid waste”.

- ii. A copy of the latest available certified financial statement of the contractor (for its parent corporation if individual subsidiary or division financial statements are not generally prepared and generally available), as certified by a firm of independent, certified public accountants.
- iii. Evidence that the contractor is in good standing in the State of Indiana and, in the case of a corporation, limited liability company or other business association organized under the laws of any other state, evidence that the contractor is licensed to do business in the State of Indiana or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
- iv. A disclosure statement under oath of the contractor and each principal thereof containing the following information:
 - (1) A description of all civil and administrative complaints against the contractor or responsible party for the violation of any State or Federal environmental protection laws or regulations that:
 - a. Has resulted in a fine or civil penalty of more than \$10,000.00 within five (5) years before the date of the submission of the disclosure submission of the disclosure statement; or
 - b. Alleges an act or omission that constitutes a material violation of a State or Federal environmental protection laws or regulations that presented a substantial endangerment of the public health and environment within five (5) years before the date of the submission of the disclosure document.
 - (2) A description of all pending criminal complaints alleging the violation of any State or Federal environmental protection laws or regulations that may have been filed against the contractor or a responsible party of the contractor within five (5) years before the date of submission of the date of the disclosure statement.
 - (3) A description of all judgments or criminal convictions entered against the contractor or a responsible party of the contractor within five (5) years before the date of submission of the disclosure statement for the violation of any State or Federal environmental protection laws or regulations.
 - (4) A description of all judgments or criminal convictions of a felony constituting a crime of moral turpitude under the laws of any state of the United States that are centered against the contractor or a responsible party of the contractor within five (5) years before the date of submission of the disclosure statement.

- (5) A description of Federal, State, and local environmental permits, including identification numbers that the contractor or a responsible party of the contractor holds.
 - v. A letter from a corporate surety provider satisfactory to the Town Council for the Town of Georgetown stating that a performance bond will be furnished by such corporate surety provider to Town, on behalf of the contractor, in the event it is the successful proposal. Such letter is to be signed by an authorized representative of the corporate surety provider together with an effectively dated copy of its Power of Attorney attached thereto. The corporate surety provider shall be a duly authorized corporate surety company authorized to do business in the State of Indiana.
 - vi. Evidence, in the form and substance satisfactory to the Town Council, that the contractor has been in existence as a going concern in excess of two (2) years and possesses not less than two (2) years actual operating experience as a going concern in the solid waste collection and disposal business.
 - vii. Evidence, in form and substance satisfactory to the Town Council, that the contractor possesses as a going concern, the managerial and financial capabilities to perform all phases of the work called for in the contract documents.
 - viii. A list of the cities, towns, solid waste management districts or others areas in which the contractor is operating or has operated a solid waste collection system.
- c. Although not intended to be an extensive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a contractor and the rejection of its proposal:
- i. Evidence of collusion.
 - ii. Lack of competency, as revealed by the contractor's financial statements, experience, or equipment available for the performance of the contract, or other similar factors, as submitted.
 - iii. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
 - iv. Default on any previous municipal contract for failure to perform.
 - v. The contractor, or responsible party of the contractor, has intentionally misrepresented or concealed any material fact in the documentation submitted.
 - vi. Any civil or administrative complaints, or judgments against the contractor or a responsible party thereof has knowingly or repeatedly violated any State of Federal environmental protection laws or regulations.
9. INDIANA LEGAL REQUIREMENTS. Each contractor shall submit under oath with its proposal a certified financial statement, a statement of its experience, its proposed plan for performing the contract, and the equipment which it has available for the performance of the contract. The statements shall be submitted on Indiana State Board of Accounts

“Contractor’s Bid for Public Work - Form 96”. The terms “public works project” in Form 96 shall be interpreted to mean the “collection, transportation, and disposal of solid waste”.

10. GUARANTEE. If any contractor submitting a proposal relies on the assets of its parent corporation or any other entity, then a guarantee document, legally executed by such parent corporation or any other entity, shall be submitted along with and as part of the contractor’s bid as to the fact that such parent corporation or any other entity guarantees the full and faithful performance of the contract and that all assets of the parent corporation or other entity would be subject to the faithful performance of the subsidiary company which is submitting a proposal for the contract.
11. PERFORMANCE BOND. The contractor to whom a contract is awarded will be required to furnish to the Town a performance bond guaranteeing the performance of all obligations contemplated under the specifications, which performance bond shall be in an amount as set forth in the specifications.
12. BOUND COPY OF CONTRACT DOCUMENTS. The proposal or other proposal forms shall be included with a bound copy of contract documents. The bound copy of contract documents filed with each proposal shall include all items required in these instructions, the General Specifications and/or the Contract signed by contractor submitting a proposal.
13. DISPOSAL OF SOLID WASTE AND/OR DELIVERY OF RECYCLABLES. The selected contractor shall be responsible for, and shall pay all costs incurred on account of or associated with, disposing of all solid wastes and, if selected by the Town Council, the delivery of all recyclables collected pursuant to the contract. The contractor shall study the requirements as named in the specifications and guarantee compliance with Indiana Department of Environmental rules and regulations. Each proposal shall include two options, as described below. Either option may be selected by the Town Council in its discretion. If the contractor proposes to change or increase the price during the term of the contract, each bid must so state the method of determining and calculating any such proposed change or periodic increase. This is to prevent re-bidding if the Town Council for the Town of Georgetown deems it necessary, financially or otherwise, to decrease the cost or alter the total scope of the contract by removing items or areas. This does not mean the entire contract will be divided and/or awarded to various contractors.

Option 1:

- (a) Weekly collection, delivery and disposal of Solid Waste (as defined in the specifications) at a land fill or other legally permitted disposal site of contractor’s choosing. Property owner responsible for providing container(s) for collection of the Solid Waste.
- (b) Bi-weekly (every other week) collection, delivery and disposal of Recycling materials (as defined in the specifications) at an appropriate recycling facility, or other legally permitted disposal site of contractor’s choosing. Contractor responsible for providing container(s) for collection of the Recycling.

- (c) Monthly collection, delivery and disposal of Junk Materials (as defined in the specifications) at a land fill or other legally permitted disposal site of contractor's choosing.
- (d) Monthly collection, delivery and disposal of Yard Waste (as defined in the specifications) at an appropriate yard waste disposal facility, or other legally permitted disposal site of contractor's choosing.

Option 2:

- (a) Weekly collection, delivery and disposal of Solid Waste (as defined in the specifications) at a land fill or other legally permitted disposal site of contractor's choosing. Contractor responsible for providing container(s) for collection of the Solid Waste.
- (b) Bi-weekly (every other week) collection, delivery and disposal of Recycling materials (as defined in the specifications) at an appropriate recycling facility, or other legally permitted disposal site of contractor's choosing. Contractor responsible for providing container(s) for collection of the Recycling.
- (c) Monthly collection, delivery and disposal of Junk Materials (as defined in the specifications) at a land fill or other legally permitted disposal site of contractor's choosing.
- (d) Monthly collection, delivery and disposal of Yard Waste (as defined in the specifications) at an appropriate yard waste disposal facility, or other legally permitted disposal site of contractor's choosing.

14. RESPONSIBILITY FOR TIPPING FEES OR ANY ADDITIONAL FEES, CHARGES OR TAXES. For the avoidance of doubt, the selected contractor shall be solely responsible for paying any tipping fees, environmental fees, surtaxes or other similar fees, charges or taxes imposed by any disposal facility or recycling center (if applicable) or otherwise to be incurred in connection with the disposal or delivery of Solid Waste and Recyclable Materials (if applicable), and the Town shall have no liability or responsibility of the same.
15. TERM OF CONTRACT. The contract shall be for a term of five (5) years, commencing November 1, 2022, or such other date as may mutually acceptable to the Town and the successful contractor. Said contract may be renewed, with the approval of all contracting parties, for a period not to exceed one (1) five (5) year extension, conforming to the same terms and conditions established within the initial contract.

Handwritten signature and date:
 Jan 1, 2023
 CL

GENERAL SPECIFICATIONS

- I. **INTENT AND PURPOSE.** The successful contractor selected by the Town Council for the Town of Georgetown (hereinafter referred to as the “Contractor”) must agree to collect, receive, accept from, and in a satisfactory and efficient manner, remove and dispose of all Solid Waste (as hereinafter defined) produced by or originating from properties (both residential and commercial) within the Town of Georgetown and, if selected by the Town of Georgetown, all Recyclable Materials (as hereinafter defined) produced by or originating from properties (both residential and commercial) within the incorporated limits of said Town, for and during the initial term from November 1, 2022 (or such other date as may mutually acceptable to the Town and the successful contractor) through and including October 31, 2027. The said collection and disposal to be done and performed in accordance with the attached terms, conditions, and specifications.

- II. **DEFINITIONS AND GENERAL TERMS.** It is the intent of the Town that the following terms and phrases, when used in the instructions, these specifications or the contract, shall have the following meanings:
 - A. *“Properties within the Town of Georgetown”* shall mean (1) a residential dwelling (2) commercial properties, and (3) Town owned properties with dumpsters, all as set out within the boundaries of the Town of Georgetown. A map is hereby included and incorporated herein to define the boundaries of the Town of Georgetown.

 - B. *“Solid Waste”* shall mean all putrescible and non-putrescible solid and semi-solid wastes, excluding human excreta, including garbage, rubbish, compost type materials, grass clippings, leaves, and tree limbs not over six inches in diameter and bundled in lengths not exceeding four feet in length, originating from Properties within the Town of Georgetown, but otherwise excluding any hazardous materials, construction debris, heavy waste and other similar matter that may be specifically included elsewhere in these Contract documents and Specifications and in the Town’s municipal code. Notwithstanding anything herein to the contrary and for the avoidance of doubt, all Solid Waste originating from Properties within the Town of Georgetown must fit within containers supplied by the Property owner, if Option 1 is selected, or if Option 2 is selected, within the container(s) to be provided by the Contractor to each property under the terms of these specifications.

 - C. *“Recyclable Materials”* shall mean and consist of the following items, originating from Properties within the Town of Georgetown, which are generally accepted as recyclable waste: all plastics (1-7), metal food cans, scrap metals, aluminum cans, scrap aluminum, newspaper, office paper, mixed paper, magazines, books, cardboard glass, and box board.

 - D. *“Junk Materials”* shall mean all manner of large items that are not prohibited and not routinely picked-up. Examples: overstuffed furniture, tables, chairs, ovens, washers, dryers. Junk pickup shall not include bags or boxes of regular trash, loose or scattered materials, construction debris, or liquid waste or hazardous materials.

- E. "Yard Waste" shall mean natural waste: grass, leaves, tree limbs, flowers, garden plants, Christmas trees, etc.
- F. All solid waste collected by the selected Contractor shall be disposed of in a manner and location approved by the Indiana Department of Environmental Management, the Indiana State Board of Health and local health authorities.
- G. Should any change to the number of properties within the Town of Georgetown occur during the term of the Contract, compensation will be adjusted accordingly on a monthly basis to properly and accurately adjust for the properties serviced within the Town of Georgetown.

III. LEGAL REQUIREMENTS. The Contractor is charged with knowledge of all applicable State laws, City ordinances and resolutions, Indiana Department of Environmental Management rules and regulations, and the rules or regulations of other agencies pertaining to the collection, transportation and disposal of municipal solid waste and that all such laws and regulations shall apply throughout the term of the Contract and shall be deemed to be included in the Contract as though written out in full therein.

IV. CONTROL AND PENALTY.

- A. The Contractor shall work under the immediate supervision of the Town Council for the Town of Georgetown or its designee. Complaints, missed pick-ups and directions necessary for satisfactory service will be handled by the Town Council or Town Clerk. The customer and/or the Town Clerk may communicate directly with the Contractor to resolve any pickup or collections problems. Any complaints regarding service shall be provided by the Customer to the Town in writing which the Town shall then provide to the Contractor. The Contractor shall then respond in writing within (15) days addressing any complaints by a Customer. Such response by the Contractor shall include any reasons that might have contributed to the complaint and what actions are taken to remedy the complaint or complaints.
- B. As part of the contract, the Contractor shall provide all necessary and proper equipment to collect, haul, and dispose of all Recyclable Materials and, if Option 2 is selected by the Town Council for the Town of Georgetown, all Solid Waste. The Contractor shall provide all labor, supervisory personnel, and manpower necessary to perform said collection, hauling and disposal services.

V. FAILURE TO PERFORM; LIQUIDATED DAMAGES.

- A. The following acts or omissions shall be considered a breach of the Contract, and for the purpose of computing damages, the Contractor agrees that the Town shall have the right to deduct, withhold or off-set, from payments due or to become due to the Contractor, the following amounts as liquidated damages:

Commencement of residential collection prior to 6:00 a.m., \$500.00 per day
or after 6:00 p.m. on permitted collection days, unless
otherwise authorized by the Town Council.

Failure to collect missed Solid Waste or Recyclable Materials within 24 hours after notification from the Town of Georgetown.	\$25.00 per household
Collection on Saturdays, Sundays or Holidays (except for missed pickups), unless otherwise authorized by the Town Council for the Town of Georgetown.	\$25.00 per household
Failure to correct issues, or provide evidence of the same acceptable to the Town, concerning the quality of the Contractor's performance within 24 hours after notification from the Town Council (<i>e.g.</i> , littering, discourteous behavior of employees, hydraulic fluid, oil, or fuel leaks, the spilling or discharge of any trash or liquid onto Town streets or on private property).	\$500.00 per incident or actual cost of damages

- B. In case of damage or loss to private property, the Town shall investigate and, if at fault, the Contractor shall make prompt, suitable settlement with the property owner. Loss to private property shall include damages resulting from the improper handling of the containers, which shall be replaced at no charge to the resident, in accordance with the terms and conditions set forth in the Specifications.
- C. The Town will deduct liquidated damages assessed from the monthly payments due to the Contractor. Assessment of liquidated damages by the Town will not operate to waive any other remedies the Town may have under the contract for unsatisfactory performance, including termination of the contract.
- D. In the event the Contractor fails to perform its obligations under the Contract or remedy non-performance of the same for five (5) consecutive days, the Town may, after written notice to the Contractor of the specific complaint and non-performance, cause any or all of such Solid Waste or Recyclable Materials to be collected and disposed of by the Town, its employees or agents, and any and all costs and expenses (including legal fees and expenses) which may be incurred by the Town shall be paid by the Contractor to the Town immediately upon demand or may be paid by the Town out of or be charged against payments owed to the Contractor from the Town, at the election of the Town; or shall be paid upon demand by the insurer providing the performance bond.
- E. Notwithstanding anything herein to the contrary, the Contractor shall be excused from performance of the obligations of the Contract during the period of time in which the Contractor is prevented or delayed in the collection or disposal of Solid Waste or Recyclable Materials due to unavoidable delays caused by catastrophe, strikes, labor trouble, civil commotion, acts of God, governmental prohibitions or regulations, or other causes beyond Contractor's reasonable control, and the Contractor shall have no liability by reason of such delays.

VI. TERM, BOND AND PERFORMANCE BOND.

- A. The contract for the collection and disposal of Solid Waste and Recyclable Materials shall be let and entered into for an initial term of five (5) years, beginning on November 1, 2022 (or such other date as may mutually acceptable to the Town and the Contractor) and continuing through October 31, 2027. The contract may be renewed, with the approval of the Town and the Contractor, for a period not to exceed three (3) one (1) year extensions, conforming to the same terms and conditions established within the initial contract.
- B. The Contractor shall furnish a certified check or a bond payable to the Town as a guarantee that if the proposal is accepted by the Town, the Contractor shall enter into the contract for the performance of the services described in the specifications. The certified check, cashier's check or bond shall accompany the proposal, and shall be in an amount of ten percent (10%) of the Contractor's total proposal for one full year, but not less than Ten Thousand Dollars (\$10,000.00). If a bond is provided, it shall be issued by a surety approved and licensed by the Indiana Department of Insurance.
- C. The successful contractor shall, upon being awarded the contract and contemporaneously therewith, furnish to the Town, at its own expense, a performance bond guaranteeing the performance of all obligations of the contractor under these specifications. The performance bond shall be for a period of one (1) year and renewed annually thereafter for the remaining life of the contract. The amount of the performance bond shall be in an amount equal to one full years' contract price. The performance bond shall be issued by a surety approved and licensed by the Indiana Department of Insurance.

VII. COLLECTIONS SCHEDULE. The collection and disposal of Residential Solid waste and Recycling shall be accomplished as follows:

- A. The Contractor shall collect Solid Waste from all Properties within the Town of Georgetown once each week (*i.e.*, 52 collections annually).
- B. The Contractor shall collect Recyclable Materials from all Properties within the Town of Georgetown once every other week (*i.e.*, 26 collections annually) on the same day of such week that the Contractor collects Solid Waste, or on such other days as may be proposed by the Contractor and acceptable to the Town Council.
- C. The Contractor shall collect Junk Materials from all Properties within the Town of Georgetown once every month (*i.e.*, 12 collections annually).
- D. The Contractor shall collect Yard Waste from all Properties within the Town of Georgetown once every month (*i.e.*, 12 collections annually).
- E. The Contractor may, for its convenience, divide the Town into areas for collection. The routes, times and days of collection shall be embodied in a schedule and submitted to the Town Council for approval without delay. The schedule, when approved, shall be made known to the public and shall be changed only upon agreement of the parties. Those Properties within the Town of Georgetown that are

skipped by reason of the collection day falling on a legal holiday shall be served on the next business day. No collection shall be made from any types of premises on Sunday. Saturdays will only be allowed for missed pickups and holidays as described.

VIII. TIME OF OPERATION. The Contractor shall not commence the collection as provided for before 6:00 A.M., local time, and shall be completed by 6:00 P.M., local time, on any single day of collection. No collection shall be made on Saturdays, Sundays or Holidays except as otherwise provided herein or authorized by the Town Council for the Town of Georgetown.

IX. HOLIDAYS. Recognized holidays are as follows:

- A. New Year's Day
- B. Memorial Day
- C. Independence Day
- D. Labor Day
- E. Thanksgiving Day
- F. Christmas Day

X. EQUIPMENT, TRUCKS AND CONTAINERS.

- A. Solid Waste, Recyclable Material, and other items collected pursuant to this Contract shall be collected and hauled in closed, leak-proof, trucks equipped with a loading mechanism so designed that Solid Waste, Recyclable Materials, or other items being collected and transported shall be exposed only for the time necessary to deposit the Solid Waste, Recyclable Materials or other items. Each truck shall be equipped with an in-truck camera to monitor or verify containers during collection services.
- B. In the event that any alley served by the Contractor is too narrow to admit trucks of the size generally used by the Contractor for Solid Waste, Recyclable Materials, Yard Waste or Junk Materials collection, the Contractor shall furnish smaller trucks capable of being used in such an alley.
- C. In submitting its proposal, the Contractor shall furnish the Town Council with a list of all equipment to be used for the in the collection, delivery and disposal of Solid Waste, Recyclable Materials, Yard Waste and Junk Materials. Such list shall include the total number of vehicles and their individual capacity measured in cubic yards. Any changes in the equipment so identified shall be reported to, and approved by, the Town Council no less than twenty-four (24) hours prior to implementing such change of equipment.
- D. Equipment used in the collection service shall bear NO representation that it is owned by the Town of Georgetown, the Town Council or any other department, board, agency or commission of the Town. The Contractor shall maintain the equipment in good working order and the equipment shall be clean and have a pleasant appearance.

E. Solid Waste and Recycling Containers:

1. If Option 2 of the proposal is selected by the Town Council, the Contractor shall supply each Properties within the Town of Georgetown, at the Contractor's expense, with one (1) container with a volume capacity of at least 95-gallons for the disposal of Solid Waste. Each property owner may purchase additional containers at their discretion and directly through and with the Contractor.
2. The Contractor shall supply each Properties within the Town of Georgetown, at the Contractor's expense, with one (1) container with a volume capacity of at least 95-gallons for the discarding of Recyclable Materials.
3. No other method for the collection of Solid Waste or Recyclable Materials shall be acceptable (*i.e.*, tags for bags etc.).
4. All containers required to be provided by the Contractor under the terms hereof shall be wheeled containers designed to be dumped by fully-automated truck systems.
5. The body and/or lids of such containers provided by the Contractor shall be clearly marked as to distinguish between containers to be used for Solid Waste and containers to be used for Recyclable Materials.
6. All of the Containers purchased and used in connection with this Contract shall be owned and maintained by, and shall remain the property of, the Contractor.
7. At the commencement of this Contract, Contractor shall purchase new containers for each property and make arrangements for the initial delivery of the containers to each such property before September 1, 2022 (or such other date as may mutually acceptable to the Town and the Contractor).
8. During the term of this Contract, Contractor shall be responsible for servicing the containers, as follows (all at Contractors expense, except as otherwise specified): (a) Contractor shall be responsible for all deliveries to residential units; (b) Contractor shall repair or replace any containers damaged or destroyed by Contractor and/or as a result of Contractors activities; and (c) Contractor shall perform and provide all labor and parts, to the extent not performed or provided under the manufacturer's warranty, necessary to maintain all containers in a serviceable condition during the term of the contract and Contractor shall replace any containers that are damaged or destroyed beyond repair, provided, however, Contractor may require a resident to pay for the reasonable cost of repairing or replacing any container that is damaged or destroyed as a result of the resident's negligent or willful conduct. Contractor shall securely fasten, at its expense, and thereafter maintain on each container a legible sticker at least four (4)

inches by seven (7) inches in size with the name, toll free telephone number and address of Contractor. Each sticker shall be replaced promptly if it becomes illegible or if a Contractor assigns its rights as Contractor to another company in accordance with the terms of the Contract.

- XI. **EMPLOYEE CONTROL.** Any official or employee of the Contractor using improper or vile language, being under the influence of alcohol or drugs, or demanding pay from the occupants of properties for services rendered, or refusing to collect or remove Solid Waste, Recyclable Materials, Yard Waste, or Junk Materials, shall be immediately removed from work and be barred from further employment in said work if so requested by the Town Council.
- XII. **INSURANCE.**
- A. *Workman's Compensation* – During the term of the contract, the Contractor shall carry a policy of Workman's Compensation Insurance to guard itself against liability under the Workman's Compensation and Occupational Disease Laws of the State of Indiana.
 - B. *Automobile Liability Insurance* - During the term of the contract, the Contractor shall carry a policy of comprehensive form naming the Town as its co-insured. Liability coverage limits shall be not less than Seven Hundred Thousand Dollars (\$700,000) per person and Seven Hundred Thousand dollars (\$700,000) per accident of bodily injury or death liability, and Two Hundred Thousand Dollars (\$200,000) of property damage liability.
 - C. *General Liability Insurance* - The Contractor shall carry a comprehensive liability policy naming the Town as its co-insured. The liability limits of the policy shall be not less than Seven Hundred Thousand Dollars (\$700,000) per person, and One Million Dollars (\$1,000,000) per accident for bodily injury or death liability, and Two Hundred Thousand dollars (\$200,000) per accident for property damage liability.
 - D. Before beginning collection operations under the Contract, the Contractor shall furnish the Town with certificates of insurance showing that the required policies have been obtained and are in effect. The policies required may not be cancelled unless the Town Council is given thirty (30) days prior written notice of cancellation. In such event, new insurance policies must be established prior to termination of the existing insurance policies with new certificates of insurance being issued within thirty (30) days of the change to a different policy that meets or exceeds the limits described above.
- XIII. **LAWS AND REGULATIONS.** Contractor's attention is directed to all applicable State Laws, City ordinances and resolutions, and the rules and regulations of all authorities having jurisdiction over the performance of the contract and the Contractor agrees to abide by them, or any changes made during the term of this contract. All proposals shall be submitted on the Indiana State Board of Accounts' "*Contractor's Bid for Public Work* -

Form 96". The terms "public works project" in Form 96 shall be interpreted to mean the "collection, transportation, and disposal of solid waste."

XIV. ASSIGNMENTS. The Contractor shall not assign the contract or sublet as a whole or in part the contract or any obligations thereto, without written consent of the Town Council for the Town of Georgetown. Such consent does not release the Contractor from any of its obligations or liabilities under the contract.

XV. INDEMNIFICATION. The Contractor will indemnify, hold harmless, and exempt the Town, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Contractor, its officials, agents, servants and employees, provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

XVI. TERM OF CONTRACT.


A. The term of this contract shall be for a period of five (5) years, beginning on ~~November 1, 2022~~, or such other date as may mutually acceptable to the Town and the Contractor. The contract may be renewed, with the approval of the Town and the Contractor, for a period not to exceed one (1) five (5) year extension, conforming to the same terms and conditions established within the initial contract.

B. The failure on the part of the Town to declare this Contract forfeited or otherwise to enforce its rights hereunder, upon the default of Contractor or the failure of Contractor to perform any of the terms, provisions, or conditions hereof, shall not operate or bar, abridge or destroy the right of the Town to declare this Contract null and void or to exercise its rights and privileges upon any subsequent default or failure by Contractor to perform any of the terms, provisions or conditions hereof.

XVII. RESPONSIBILITY FOR TIPPING FEES OR ANY ADDITIONAL FEES, CHARGES OR TAXES. For the avoidance of doubt, the selected contractor shall be solely responsible for paying any tipping fees, environmental fees, surtaxes or other similar fees, charges or taxes imposed by any disposal facility or recycling center (if applicable) or otherwise to be incurred in connection with the disposal or delivery of Solid Waste, Recyclable Materials, Yard Waste, or Junk Materials, and the Town shall have no liability or responsibility of the same.

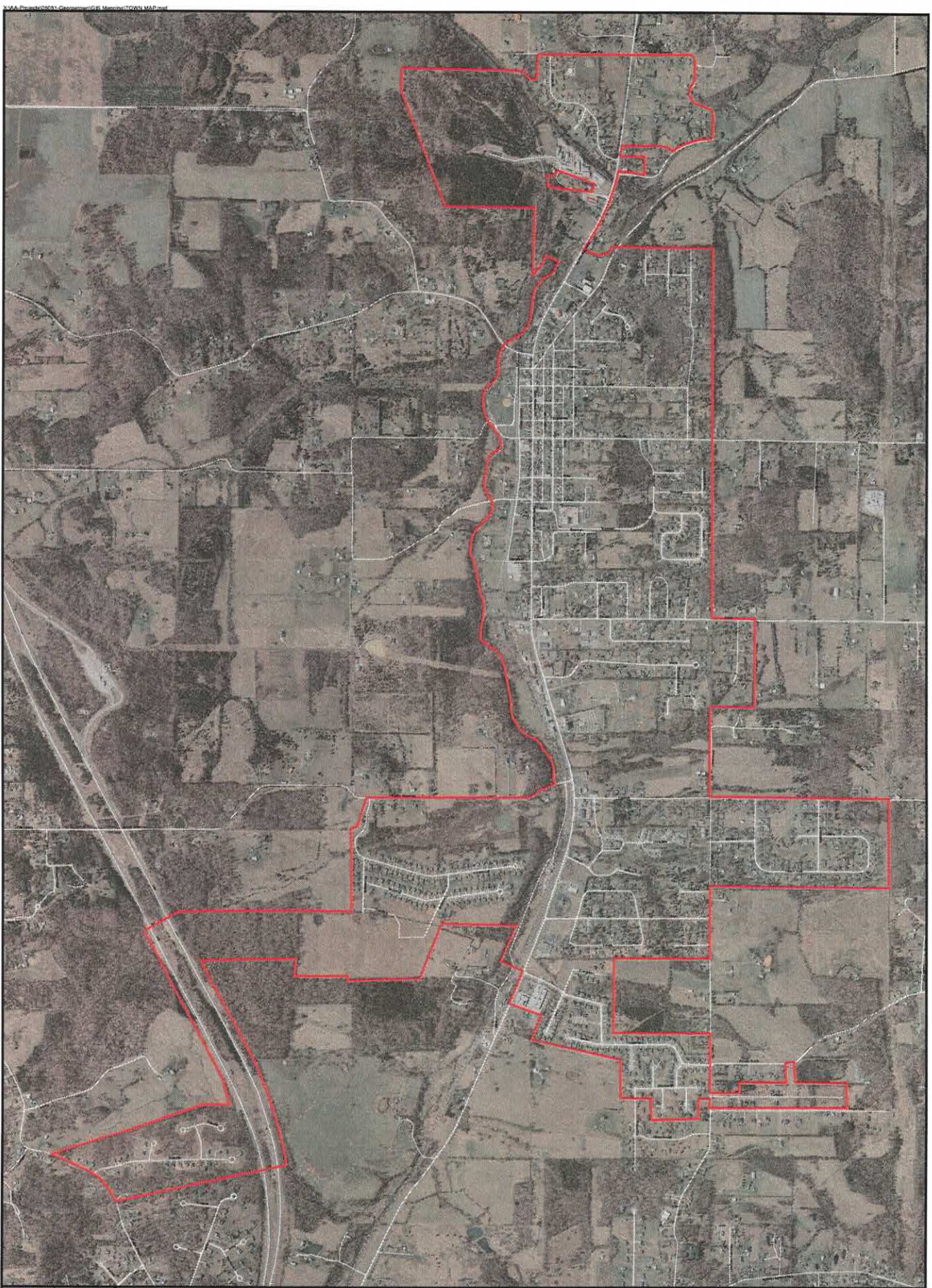
XVIII. PAYMENT

A. With respect to Option 1 of the proposals, the base bid sum for the contract shall be the total amount to be paid by the Town for the collection, delivery and disposal of Solid Waste, Recyclable Materials, Yard Waste and Junk Materials under these specifications and with a Recyclable Materials container provided, for each twelve


Jan 1, 2023

(12) month period beginning September 1, 2022, subject to adjustment, withholding and set-offs as permitted in these specifications.

- B. With respect to Option 2 of the proposals, the base bid sum for the contract shall be the total amount to be paid by the Town for the collection, delivery and disposal of Solid Waste, Recyclable Materials, Yard Waste and Junk Materials, under these specifications and with a Solid Waste and Recyclable Materials containers provided, for each twelve (12) month period beginning September 1, 2022, subject to adjustment, withholding and set-offs as permitted in these specifications.
- C. The Town shall pay the Contractor in arrears in equal monthly installments, payable on the first day of each month after the first month of the contract period. The amount of such compensation shall be based on the monthly fee set forth in option of the proposal selected by the Town Council and based on a per property cost.



TOWN MAP
GEORGETOWN, IN

Legend
□ Town Boundary



Prepared By:
BRIANNA J. BROWN, LLC



**Exhibit A-2
to Contract**

ADDENDA

The parties hereby incorporate the attached Exhibit A-1, as Plans and Specifications for the Contract entered herein. In addition, the parties hereby agree to the following Addenda to the Contract Plans and Specifications, as well as the Proposal submitted and attached hereto as Exhibit B:

1. Recycling shall be collected weekly by Contractor.

**Exhibit B
to Contract**

COPY OF CONTRACTOR'S PROPOSAL

OPTION #2

- (a) Weekly collection, delivery and disposal of Solid Waste (as defined in the specifications) at a land fill or other legally permitted disposal site of contractor's choosing. Contractor responsible for providing container(s) for collection of the Solid Waste.
- (b) Bi-weekly (every other week) collection, delivery and disposal of Recycling materials (as defined in the specifications) at an appropriate recycling facility, or other legally permitted disposal site of contractor's choosing. Contractor responsible for providing container(s) for collection of the Recycling.
- (c) Monthly collection, delivery and disposal of Junk Materials (as defined in the specifications) at a land fill or other legally permitted disposal site of contractor's choosing.
- (d) Monthly collection, delivery and disposal of Yard Waste (as defined in the specifications) at an appropriate yard waste disposal facility, or other legally permitted disposal site of contractor's choosing.

Base Bid Per Residential Property Per Month (monthly fee shall be based upon one or two 95-gallon solid waste containers per Property per collection day and one single 95-gallon recyclable container per Property per collection day)

\$ 15.00 / SINGLE CAN

\$ 16.50 / DOUBLE CAN

Base Bid Per Commercial or Municipal Property Per Month with Container Curbside Pickup (monthly fee shall be based upon one or two single 95-gallon containers per Property)

\$ 15.00 / SINGLE CAN

\$ 16.50 / DOUBLE CAN

Base Bid Per Commercial or Municipal Property Per Month with Dumpster (monthly fee shall be based upon one dumpster per Property)

\$ 18.00 / CUBIC YARD

Total Annualized Base Bid

C. \$ 246,000 / ALL SINGLES

C. \$ 271,000 / ALL DOUBLES

* All prices shown include the cost of any fuel fees, charges, surcharges or similar fees and charges, together with the cost of any tipping fees, environmental fees, taxes, surcharges or other similar fees, charges or taxes imposed by any disposal facility or recycling center (if applicable), all of which shall be paid or borne by the selected contractor.