

GENERAL CONDITIONS

DEFINITIONS

Whenever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

1. **BID** shall mean the offer or proposal of the Bidder submitted on the prescribed forms setting forth the price for the work to be performed.
2. **BIDDER** shall mean any person, firm or corporation submitting a BID for the work.
3. **CONTRACT DOCUMENTS** shall mean and include the following:
 - a. Invitation to Bid
 - b. Bid Document
 - c. Bid Notice
 - d. Contract Agreement (bid winner only)
 - e. General Conditions
4. **CONTRACT PRICE** shall mean the total monies payable to the Contractor under the terms and conditions of the Contract Documents.
5. **CONTRACTOR** shall mean the person, firm or corporation with whom the Town has executed the Agreement.
6. **CUSTOMER** shall mean any residential unit or business that subscribes to the collection service of Contractor, provided their recycling materials and municipal solid waste quantity conforms to the “COLLECTION CONDITIONS” Item #2 found on page five of this document.
7. **MUNICIPAL SOLID WASTE** shall mean and include any refuse, rubbish or garbage waste normally generated from a residence not classified as a special or hazardous waste, but shall not

include recyclables, yard waste, tree and shrub stumps, large household objects such as furniture and appliances, bricks, concrete and remodeling materials, nor refuse or rubbish generated by any large commercial enterprise.

8. **RECYCLING** shall mean

Newspapers/ Brown Paper Bags/Magazines/Catalogs

Telephone/Soft Cover Books

Junk Mail/Envelopes (all types)

Paper/Paperboard (cereal/tissue boxes)/Cardboard

Narrow-Neck Plastic Bottles (examples: Milk Jugs, Bleach/Detergent, Shampoo Bottles)

Plastic Grocery Bags

Glass Bottles/Jars (any color)

Metal Cans (tin/steel/aluminum) as per the Delaware Solid Waste Authority (DSWA) Web site definition.

9. **TOWN** shall mean the Commissioners of Bridgeville.

10. **WRITTEN NOTICE** shall mean any notice to any party to the Agreement concerning any part of this Agreement in writing and posted by certified mail or delivered in person to said party.

COLLECTION

1. Contractor shall furnish municipal solid waste/recycling collection disposal for each customer who subscribes to the service of Contractor, including eight receptacles throughout Town owned by the Town of Bridgeville..
2. Collection of municipal solid waste/recycling shall be at the curb or at the end of the driveway or alley.

3. All municipal solid waste/recycling collected within the Town shall be disposed of by the Contractor at a landfill approved or operated by the Delaware Solid Waste Authority.
4. The cost of the disposal shall be included in the Bid.
5. Contract will be for collection of municipal solid waste/recycling from residential units and businesses whose municipal solid waste/recycling quantity conforms to the “**COLLECTION CONDITIONS**” Item #2 found on page five of this document. Any commercial establishments with a larger municipal solid waste/recycling volume and a need for larger refuse containers shall not be covered by this contract, although the successful bidder may contract privately with these commercial establishments for municipal solid waste/recycling collection, if so desired.
6. All work performed by the Contractor, any subcontractor or any of their respective agents, servants or employees shall comply with all health and safety regulations promulgated by any agency having jurisdiction over the same. All complaints shall be handled in a courteous and prompt manner.

PERMITS

1. All permits and licenses necessary for the prosecution of the Contract shall be secured and paid for by the Contractor.

PROTECTION OF PROPERTY AND PERSONS

1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the collection of municipal solid waste/recycling. Contractor will take all necessary precautions for the safety of and will provide for the necessary protection to prevent damage, injury and loss to all employees employed by them and all other persons who may be affected thereby and other property including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

2. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any sub-contractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
3. In emergencies affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. The Contractor will give Town prompt written notice of any damage, injury, or loss.

COLLECTION TIMES

1. Frequency of collection
 - a) Municipal Solid Waste: shall be once each week for each subscriber. The Town respectfully requests a Friday trash collection, as current subscribers are accustomed to this collection day.
 - b) Bi-Weekly Recycling.

These services are to be an established route. Collection shall not begin before 7:00 o'clock in the morning, prevailing time, nor continue past 5:00 o'clock in the afternoon, prevailing time.

2. Contractor shall maintain to the best of their ability a properly scheduled pick-up service satisfactory to the Town.
3. Collection shall never be postponed longer than one (1) working day following the regular day of collection except in case of dire emergency authorized by the Town.
4. No trash shall be collected on certain Federal Holidays to be determined and scheduled by the Town and Contractor jointly.
5. Collection shall be resumed on the following day with all collections being completed by the Saturday following the Holiday. Notice in writing shall be given to all customers concerning the scheduled Holidays.

COLLECTION CONDITIONS

1. Collection of refuse shall be at the curb or end of driveway or alley.
2. Quantity of municipal solid waste/recycling shall be limited to ninety (90) or sixty (60) gallon containers plus a maximum of three (3) bags, boxes, or cans of additional refuse not to exceed 20 pounds each.
3. Contractor shall not be required to collect animal waste or disposal diapers unless each is wrapped in a moisture proof material and is undetectable by odor.
4. Residents will be required to place all items for pick-up at their regular place of pick-up.
5. Collection containers:
 - a.) The ninety (90) or sixty (60) gallon container (Curbie) for municipal solid waste/recycling shall be supplied by the Contractor.
 - b.) Sealed plastic bags designed as refuse containers with a mil thickness of at least 1.5 and a maximum capacity of thirty (30) gallons or twenty (20) pounds and metal or plastic cans or barrels with two (2) handles and a tightly fitting lid are considered to be authorized containers for refuse, rubbish or garbage.
 - c.) Cardboard boxes will be acceptable containers for bulky or loose material other than garbage; however, the Contractor may refuse to accept the boxes if they are overloaded or become wet.
6. Contractor shall exercise reasonable caution in the handling of containers to avoid damage to them and shall return empty containers to the point of collection in an upright condition. Municipal solid waste/recycling spilled by the Contractor shall be immediately removed by the Contractor. Containers that have been substantially damaged through the fault of the Contractor shall be replaced by the Contractor with containers of like kind and quality as those damaged.

COLLECTION VEHICLES

1. Contractor shall use enclosed, leak proof, packer-type truck bodies with a degree of compaction equal to or better than three-to-one compaction of the garbage and refuse material. The truck shall be kept in good and efficient working order to ensure proper and efficient service to the Town.
2. Each vehicle shall be clearly and visibly marked on each side with the name and telephone number of Contractor. All equipment shall be maintained in a good condition and washed and painted uniformly.

PAYMENT

The Town of Bridgeville is acting as an agent to provide fixed pricing for all Bridgeville garbage collection subscribers. Contractor agrees to invoice, collect and disburse the agreed upon rates for solid waste collection from those persons served by it under the Contract.