

TOWN OF KEEDYSVILLE, MARYLAND

"Where Northern Thrift and Personality Blend with Southern Charm and Hospitality"

P.O. Box 359
19 South Main Street
Keedysville, MD 21756
301-432-5795
townhall@keedysvillemd.com
www.keedysvillemd.com



Ken Lord, Mayor
Brandon Sweeney, Assistant Mayor
Judy Kerns, Council Member
Matt Hull, Council Member
Sarah Baker, Council Member

REFUSE COLLECTION

FEBRUARY 2024-JANUARY 2027

DETAILED SPECIFICATIONS

A pre-bid meeting will be held on Thursday, October 5, 2023 at 10:00am in Town Hall. All bids must be received at Town Hall by 12:00 noon on Wednesday, October 25, 2023. Address all questions to Lisa Riner, Town Administrator. Bid will be awarded at the regularly scheduled meeting of the Keedysville Mayor & Council on November 1, 2023.

- Contract period will run February 1, 2024 through January 31, 2027.
- Bid will be a fixed monthly rate for the life of the contract.
- Contractor will remove waste and recycling from approximately 429 residences/locations. A list of pick-up addresses and a map of Keedysville are attached to these specifications. The pick-up includes approximately 414 tons of household refuse per year, 28.8 tons of yard waste per year, and 125 tons of recycling per year.
- There are 4 small streets in town that require pickup by a smaller truck: Mount Vernon Lane, Felfoot Drive, Bell Lane, and Antietam Drive. These streets include around 15-20 residences and comprise about 5-10% of pickups. The Town will not ask residents to put their cans at the end of the street.
- Contractor shall supply wheeled waste and recycling receptacles to each residence as needed at no additional cost to the Town or the residents. The number of receptacles provided is generally expected to be one 96-gallon trash receptacle and one 96-gallon recycling receptacle for each residence, however, the size and number of receptacles may vary. The Town will not require the contractor to provide separate yard waste cans.
- Contractor shall pick up refuse one day each week, recycling one day each week, and yard waste one day each week. These pickups may be on the same or separate days, but may not be on Saturday or Sunday. The Town prefers early morning pickup – after 4am and before 8am. Yard waste pickups will be suspended from January to March each year. If the week contains a holiday, collection must occur on an alternate day of the same week.
- Contractor will be responsible for two residential Saturday bulk pick-ups each year, one in the Spring and one in the Fall, to be scheduled with the Town Administrator.
- Contractor shall pick up Christmas Trees one day per week for the first four weeks in January.

Keedysville 2023 Refuse Removal BID APPLICATION & BID SHEET

Bidder shall fill in the information requested below in order for this bid to be accepted. Deliver in sealed envelope marked "**Refuse Bid**" to:

Town of Keedysville
Attn: Lisa Riner, Town Administrator
PO Box 359, 19 S Main St
Keedysville, MD 21756

Bids will be received until **12:00pm on Wednesday, October 25, 2023.**

Bidders' Name and Address:

Bidder's FEIN # (if applicable) _____

Bidder's MD Contractor # (if applicable) _____

Name of Contact Person _____

Contact Person Phone # _____

Emergency Phone # _____

The following documents **must** be attached to the bid form:

1. Certificate of Insurance
2. Recycling Guidelines
3. Yard Waste Guidelines
4. Copy of Maryland Business License (if applicable)

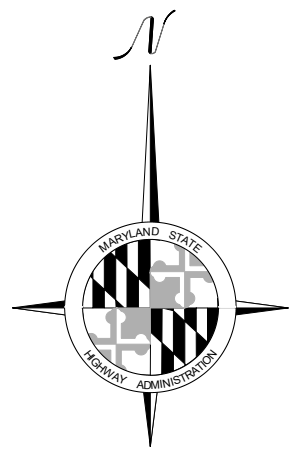
Bid Prices

Monthly Rate (includes trash, recycling, and
yard waste pick-up) _____

Bulk Pick-up Hourly Rate _____

Bulk Pick-up per Ton Rate _____

Christmas Tree Pick-up Rate (total for 4 pick-ups) _____



LEGEND

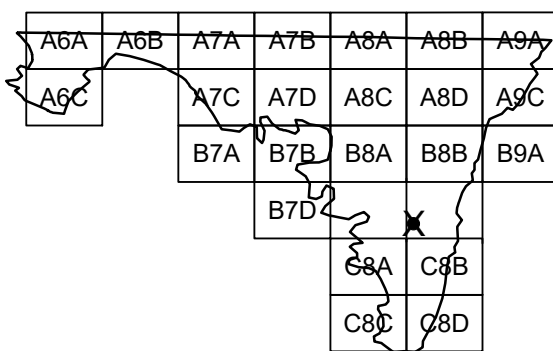
ROAD CLASSIFICATION

- State Highway
- County/Local Road
- Interstate Numbered Highway
- U.S. Numbered Highway
- State Numbered Highway
- Interchange Exit
- Municipal Route Number
- County Route Number
- Other Public Route Number
- U.S. Government Route Number
- Jurisdiction Marker

ROADSIDE CULTURE

- Army
- Boundary Monument
- Building/Structure
- Camping Facility
- City/Town Hall
- College/University
- Community College
- Courthouse
- Md. Dept. of Agriculture Farmers Market
- Fire/Rescue
- Garage/SHA/County/Municipal
- Gate/Barricade
- Golf Course/Country Club
- Hospital
- Hospital w/ 24 hour Emergency Room
- Library
- Lighthouse
- Motor Vehicle Administration
- Park and Ride Location
- Police Station
- Post Office
- Salt Dome
- School
- Shopping Center/Mall
- VEIP Station
- Welcome Center
- Yacht Club/Marina

STATEWIDE GRID MAP KEY



TOWN LOCATED ON GRID MAPS B8C, B8D

INFORMATION SUMMARY

BOUNDARY:

ACTS OF GENERAL ASSEMBLY, 1983
REVISED TO JULY 5, 2011
HIGHWAYS REVISED TO 2022
PHOTO REVISED: 2020
CENSUS 1,213 (2020)

THIS MAP WAS CREATED USING MARYLAND STATE PLANE
COORDINATE 5,000 FOOT GRID VALUES BASED ON
THE 1983/1991 NORTH AMERICAN DATUM(NAD) HARN.

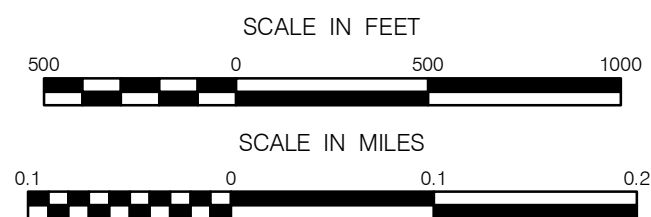
DISCLAIMER: THE DATA AND RELATED MATERIALS CONTAINED HEREIN ARE PROVIDED
'AS IS' AND WERE CREATED TO MEET A SPECIFIC BUSINESS NEED OF THE
MARYLAND STATE HIGHWAY ADMINISTRATION (SHA). ANY OTHER USE, WHILE NOT
PROHIBITED, IS THE SOLE RESPONSIBILITY OF THE USER WHO SHALL ASSUME ALL
LIABILITY REGARDING THE FITNESS OF USE OF THE INFORMATION.
MUNICIPAL BOUNDARIES ARE BASED ON DATA OBTAINED FROM THE
MARYLAND DEPARTMENT OF PLANNING (MDP).

KEEDYSVILLE
ROUTE NUMBER INDEX MAP
WASHINGTON COUNTY
MARYLAND

PREPARED BY THE
MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

PUBLISHED: 2023



Keedysville Refuse Removal Street Addresses

St. Number	Street
6	Antietam Dr.
8	Antietam Dr.
12	Antietam Dr.
16	Antietam Dr.
25	Antietam Dr.
28	Antietam Dr.
11	Appomattox Ct.
13	Appomattox Ct.
14	Appomattox Ct.
15	Appomattox Ct.
16	Appomattox Ct.
17	Appomattox Ct.
18	Appomattox Ct.
2	Audubon Way
3	Audubon Way
4	Audubon Way
9	Audubon Way
2	Bedrock Circle
3	Bedrock Circle
6	Bedrock Circle
7	Bedrock Circle
8	Bedrock Circle
11	Bedrock Circle
22	Bedrock Circle
2	Bedrock Lane
6	Bedrock Lane
7	Bedrock Lane
10	Bedrock Lane
14	Bedrock Lane
15	Bedrock Lane
18	Bedrock Lane
19	Bedrock Lane
23	Bedrock Lane
10	Bell Lane
18	Bell Lane
21	Bell Lane
22	Bell Lane
23	Bell Lane
30	Bell Lane
1	Bunny Lane
2	Bunny Lane
3	Bunny Lane
4	Bunny Lane
5	Bunny Lane
6	Bunny Lane
7	Bunny Lane
8	Bunny Lane

St. Number	Street
9	Bunny Lane
6223	Co. Roads. Maintenance
6211	Coffman Farms Rd.
6212	Coffman Farms Rd.
6308	Coffman Farms Rd.
6310	Coffman Farms Rd.
6328	Coffman Farms Rd.
1	Columbine Dr.
5	Columbine Dr.
14	Dogstreet Rd.
16	Dogstreet Rd.
17	Dogstreet Rd.
9	Dogstreet Rd.
15	Dogstreet Rd.
19219	Dogstreet Rd.
12	Farragut Dr.
13	Farragut Dr.
14	Farragut Dr.
15	Farragut Dr.
16	Farragut Dr.
17	Farragut Dr.
18	Farragut Dr.
19	Farragut Dr.
20	Farragut Dr.
22	Farragut Dr.
23	Farragut Dr.
24	Farragut Dr.
25	Farragut Dr.
26	Farragut Dr.
27	Farragut Dr.
28	Farragut Dr.
29	Farragut Dr.
30	Farragut Dr.
31	Farragut Dr.
32	Farragut Dr.
34	Farragut Dr.
36	Farragut Dr.
62	Felfoot Dr.
72	Felfoot Dr.
1	Hoot Owl Ct.
3	Hoot Owl Ct.
4	Hoot Owl Ct.
5	Hoot Owl Ct.
6	Hoot Owl Ct.
7	Hoot Owl Ct.
8	Hoot Owl Ct.
10	Hoot Owl Ct.

Keedysville Refuse Removal Street Addresses

St. Number	Street
20	Keedy Dr.
19058	Keedysville Rd.
19060	Keedysville Rd.
19072	Keedysville Rd.
3	Mallard Lane
4	Mallard Lane
5	Mallard Lane
6	Mallard Lane
7	Mallard Lane
8	Mallard Lane
9	Mallard Lane
10	Mallard Lane
11	Mallard Lane
12	Mallard Lane
1	Millrace Lane
2	Millrace Lane
3	Millrace Lane
4	Millrace Lane
5	Millrace Lane
6	Millrace Lane
7	Millrace Lane
8	Millrace Lane
9	Millrace Lane
10	Millrace Lane
11	Millrace Lane
12	Millrace Lane
13	Millrace Lane
14	Millrace Lane
15	Millrace Lane
8	Mt. Hebron Rd.
11	Mt. Hebron Rd.
15	Mt. Hebron Rd.
17	Mt. Hebron Rd.
21	Mt. Hebron Rd.
22	Mt. Hebron Rd.
33	Mt. Hebron Rd.
35	Mt. Hebron Rd.
37	Mt. Hebron Rd.
38	Mt. Hebron Rd.
7	Mt. Vernon Ln.
9	Mt. Vernon Ln.
11	Mt. Vernon Ln.
15	Mt. Vernon Ln.
40	Mt. Vernon Ln.
40	Mt. Vernon Ln.
2	N. Main St.
4	N. Main St.

St. Number	Street
5	N. Main St.
6	N. Main St.
7	N. Main St.
8	N. Main St.
9	N. Main St.
11	N. Main St.
13	N. Main St.
15	N. Main St.
20	N. Main St.
24	N. Main St.
29	N. Main St.
30	N. Main St.
31	N. Main St.
33	N. Main St.
34	N. Main St.
35	N. Main St.
37	N. Main St.
39	N. Main St.
41	N. Main St.
42	N. Main St.
44	N. Main St.
46	N. Main St.
47	N. Main St.
48	N. Main St.
49	N. Main St.
50	N. Main St.
51	N. Main St.
52	N. Main St.
53	N. Main St.
53	N. Main St.
54	N. Main St.
55	N. Main St.
56	N. Main St.
57	N. Main St.
59	N. Main St.
60	N. Main St.
61	N. Main St.
64	N. Main St.
65	N. Main St.
68	N. Main St.
70	N. Main St.
75	N. Main St.
76	N. Main St.
82	N. Main St.
83	N. Main St.
84	N. Main St.
89	N. Main St.

Keedysville Refuse Removal Street Addresses

St. Number	Street
95	N. Main St.
96	N. Main St.
97	N. Main St.
99	N. Main St.
101	N. Main St.
104	N. Main St.
107	N. Main St.
108	N. Main St.
110	N. Main St.
111	N. Main St.
114	N. Main St.
115	N. Main St.
10-12	N. Main St.
38-40	N. Main St.
72-74	N. Main St.
10	Rebel Lane
11	Rebel Lane
12	Rebel Lane
13	Rebel Lane
14	Rebel Lane
16	Rebel Lane
18	Rebel Lane
20	Rebel Lane
22	Rebel Lane
24	Rebel Lane
26	Rebel Lane
28	Rebel Lane
30	Rebel Lane
32	Rebel Lane
34	Rebel Lane
1	Rockingham Dr.
2	Rockingham Dr.
3	Rockingham Dr.
4	Rockingham Dr.
5	Rockingham Dr.
6	Rockingham Dr.
7	Rockingham Dr.
8	Rockingham Dr.
9	Rockingham Dr.
10	Rockingham Dr.
11	Rockingham Dr.
12	Rockingham Dr.
13	Rockingham Dr.
14	Rockingham Dr.
15	Rockingham Dr.
16	Rockingham Dr.
17	Rockingham Dr.

St. Number	Street
18	Rockingham Dr.
19	Rockingham Dr.
20	Rockingham Dr.
21	Rockingham Dr.
22	Rockingham Dr.
24	Rockingham Dr.
3	S. Main St.
4	S. Main St.
5	S. Main St.
6	S. Main St.
7	S. Main St.
8	S. Main St.
10	S. Main St.
11	S. Main St.
12	S. Main St.
15	S. Main St.
16	S. Main St.
17	S. Main St.
18	S. Main St.
19	S. Main St.
20	S. Main St.
21	S. Main St.
22	S. Main St.
24	S. Main St.
25	S. Main St.
26	S. Main St.
31	S. Main St.
34	S. Main St.
35	S. Main St.
36	S. Main St.
38	S. Main St.
39	S. Main St.
40	S. Main St.
42	S. Main St.
43	S. Main St.
44	S. Main St.
45	S. Main St.
46	S. Main St.
47	S. Main St.
48	S. Main St.
49-51	S. Main St.
50	S. Main St.
52	S. Main St.
53	S. Main St.
54	S. Main St.
55	S. Main St.
56	S. Main St.

Keedysville Refuse Removal Street Addresses

St. Number	Street
57-59	S. Main St.
58	S. Main St.
60	S. Main St.
61	S. Main St.
62	S. Main St.
64	S. Main St.
67	S. Main St.
77	S. Main St.
78	S. Main St.
79	S. Main St.
80	S. Main St.
80 1/2	S. Main St.
81	S. Main St.
82	S. Main St.
83	S. Main St.
84	S. Main St.
86	S. Main St.
87	S. Main St.
89	S. Main St.
92	S. Main St.
94	S. Main St.
57-59	S. Main St.
19111	Shepherdstown Pike
19134	Shepherdstown Pike
19136	Shepherdstown Pike
19239	Shepherdstown Pike
19292	Shepherdstown Pike
19295	Shepherdstown Pike
19297	Shepherdstown Pike
19301	Shepherdstown Pike
19409	Shepherdstown Pike
19435	Shepherdstown Pike
19520	Shepherdstown Pike
25	Skyline Ct.
27	Skyline Ct.
28	Skyline Ct.
29	Skyline Ct.
30	Skyline Ct.
31	Skyline Ct.
32	Skyline Ct.
33	Skyline Ct.
34	Skyline Ct.
36	Skyline Ct.
106	Stonecrest Circle
110	Stonecrest Circle
114	Stonecrest Circle
118	Stonecrest Circle

St. Number	Street
122	Stonecrest Circle
123	Stonecrest Circle
126	Stonecrest Circle
129	Stonecrest Circle
130	Stonecrest Circle
134	Stonecrest Circle
138	Stonecrest Circle
142	Stonecrest Circle
146	Stonecrest Circle
153	Stonecrest Circle
154	Stonecrest Circle
157	Stonecrest Circle
158	Stonecrest Circle
161	Stonecrest Circle
162	Stonecrest Circle
166	Stonecrest Circle
170	Stonecrest Circle
23	Sumter Dr.
25	Sumter Dr.
27	Sumter Dr.
28	Sumter Dr.
29	Sumter Dr.
30	Sumter Dr.
31	Sumter Dr.
32	Sumter Dr.
33	Sumter Dr.
34	Sumter Dr.
35	Sumter Dr.
36	Sumter Dr.
37	Sumter Dr.
42	Sumter Dr.
44	Sumter Dr.
45	Sumter Dr.
46	Sumter Dr.
47	Sumter Dr.
48	Sumter Dr.
6	Taylor Dr.
8	Taylor Dr.
10	Taylor Dr.
15	Taylor Dr.
24	Taylor Dr.
28	Taylor Dr.
10	Turkey Tract Pl.
11	Turkey Tract Pl.
12	Turkey Tract Pl.
13	Turkey Tract Pl.
14	Turkey Tract Pl.

Keedysville Refuse Removal Street Addresses

St. Number	Street
15	Turkey Tract Pl.
16	Turkey Tract Pl.
17	Turkey Tract Pl.
18	Turkey Tract Pl.
20	Turkey Tract Pl.
22	Turkey Tract Pl.
23	Turkey Tract Pl.
24	Turkey Tract Pl.
25	Turkey Tract Pl.
26	Turkey Tract Pl.
27	Turkey Tract Pl.
28	Turkey Tract Pl.
29	Turkey Tract Pl.
30	Turkey Tract Pl.
31	Turkey Tract Pl.
32	Turkey Tract Pl.
33	Turkey Tract Pl.
37	Village View Ct.
39	Village View Ct.
40	Village View Ct.
41	Village View Ct.
42	Village View Ct.
43	Village View Ct.
44	Village View Ct.
46	Village View Ct.
11	Yankee Dr.
13	Yankee Dr.
15	Yankee Dr.
17	Yankee Dr.
19	Yankee Dr.
21	Yankee Dr.
22	Yankee Dr.
23	Yankee Dr.
24	Yankee Dr.
25	Yankee Dr.
26	Yankee Dr.
27	Yankee Dr.
28	Yankee Dr.
29	Yankee Dr.
30	Yankee Dr.
31	Yankee Dr.
32	Yankee Dr.
33	Yankee Dr.
34	Yankee Dr.
35	Yankee Dr.
36	Yankee Dr.
37	Yankee Dr.

St. Number	Street
1 can	Town-Ball Park on Taylor Drive
1 Pedestal	Town-Coffman Farms Rd. Behind Town Hall
1 can	Town-Library
1 Pedestal	Town-Main St. Rail Bed
3 cans	Town-Taylor Park

CONTRACT

THIS CONTRACT, made and executed in duplicate this ____ day of _____, 2023, by and between the **TOWN OF KEEDYSVILLE, MARYLAND**, a Municipal Corporation existing under and by virtue of the laws of the State of Maryland, hereinafter referred to as "Town", and _____, hereinafter referred to as "Contractor".

RECITAL

The Town is desirous of entering into a Contract for the collection, disposal and removal of solid waste, garbage, trash, recycling and other materials, commonly referred to as garbage, within the corporate limits of the Town; and

Contractor has successfully bid in compliance with the provisions of the Charter of the Town of Keedysville for the removal of said materials hereinafter referred to within the corporate limits of the Town; and

The Mayor and Council for the Town of Keedysville, Maryland, as its duly constituted legislative body, at a regularly and duly constituted meeting on the ____ day of _____, 2023, accepted the bid of (see attached bid sheet) dated _____ by Motion made and passed and authorized the Mayor to execute a Contract at and for the terms hereinafter specified with the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties agree as follows:

I. TERM OF CONTRACT

Contractor shall furnish and perform complete residential, commercial, multiple dwelling garbage, refuse, yard waste and recyclable collection services for the Town of Keedysville, Maryland, at and for the period of Three (3) Years commencing February 1, 2024 and terminating February 1, 2027.

II. WORK TO BE PERFORMED

Contractor shall in a good and first class workmanlike manner, and at its own cost and expense, furnish all of the labor and equipment necessary to provide complete Residential, Commercial, and Multiple Dwelling, Garbage, Refuse, Combustible Rubbish, Recycling and Yard Waste Collection Services, to the Town of Keedysville, Maryland, as designed and described by the Detailed Specifications and Proposal, all to be completed in accordance with the Detailed Specifications, Contract Stipulations, Advertisement, Instructions to Bidders, and Proposal, all of which form the Contract Documents and are fully a part hereof as if repeated verbatim, herein, with all the work to be done under the strict supervision and to the satisfaction of the Town Administrator and the Town, and in accordance with the laws of the State of Maryland

III. CONTRACT DOCUMENTS

It is expressly understood and agreed that the Invitation for Bids, Instructions to Bidders, Proposal, Contract, Specifications, Statement of Experience, Current Town Address List, and Town Road Map attached hereto are each and all included and made a part of this Contract.

IV. DOCUMENTS TO GOVERN WORK

The work to be performed by Contractor shall be done so in accordance with the Contract Documents identified in this Contract including, but not necessarily limited to, Section II and III.

Definitions

That whenever any word or expression defined in this Article, Contract, or pronoun used in their stead occurs in these documents, it shall have and is mutually understood to have the meaning herein given:

A. "Contract" or "Contract Documents" shall include all of the documents enumerated in Section III. Contract Documents. The words "Contract" and "Agreement" shall be considered synonymous.

B. "Owner" or "Town" shall mean the Town of Keedysville, Maryland, acting through its Mayor and Council.

C. "Town Administrator" shall mean the Town Administrator, Keedysville, Maryland, who has been employed by the Town for this work, or his duly authorized representatives, such representatives acting severally within the scope of the particular duties entrusted to them.

D. "Contractor" shall mean the party entering into the Contract for the performance of the work covered by this Contract and its duly authorized agents or legal representatives.

E. "The Town" shall mean all of the area bounded within the Corporate Limits of the Town of Keedysville and all annexations as recorded in Town Hall, Keedysville, Maryland.

F. "Mayor and Council of Keedysville" shall mean the governing body of the Town of Keedysville, Maryland.

G. "Bidder" shall be any individual, partnership, firm or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

H. "Intention of Terms" wherever in these specifications or on/in the plans, the words "directed" or "required", "permitted", or "ordered, designated", "prescribed", or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Town Administrator is intended; and similarly, the words "approved:", "acceptable", or satisfactory", or words of like import, shall mean approved by or acceptable to or satisfactory to the Town Administrator, subject in each case to the final

determination of the Town. Any reference to a specific requirement of a paragraph of the Contract Specifications of a cited standard shall be interpreted to include all general requirements of the entire Section, Specification item or cited standard that may be pertinent to such specific reference.

I. "Surety" shall mean the Corporation, Partnership, or Individual, other than the Contractor, executing payment or the performance Bonds which are to be furnished to the Town by the Contractor.

J. "Performance Bond" shall mean the approved form of a security furnished by the Contractor and executed by Surety as a guaranty that Contractor will complete work in accordance with the terms of the Contractor.

K. "Proposal" shall mean the written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials and labor in accordance with the provisions of the specification.

L. "Specifications" shall mean a part of the Contract containing the written directions and requirements of form completing the completing the Contract work. Standards for specifying materials or testing which are cited in the Contract Specifications by reference shall have the same force and effect as if written in the Contract physically.

M. "Day" or "Days" unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

N. "The work" shall mean the work to be performed, labor, materials, and equipment to be furnished under this Contract, unless some other meaning is indicated by the Contract.

O. "Garbage" shall mean animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods. It shall not include more than a minimum amount of free liquids. It shall not include food-processing wastes from canneries, packing plants, or similar industries, nor large quantities of condemned products.

P. "Rubbish" (combustible) shall mean all non-putrescent solid waste not included in garbage and ashes consisting of both combustible and non-combustible waste such as paper, cardboard, glass, and similar material (except building rubbish, building industrial refuse, dead animals, abandoned large machinery or vehicles or other such waste as not commonly produce in homes, stores and institutions.).

Q. "Ashes" shall mean residue from the burning of wood, coal, coke or other combustible materials for the purpose of heating or cooking. It shall not include cinders produced in generating plants.

R. "Refuse" shall mean garbage, rubbish and ashes, as herein defined.

S. "Household" shall mean each family dwelling, each apartment, and each room or group of rooms used as separate living quarters as provided with facilities for the preparation of food. In all cases, the determination by the Town Administrator as to what constitutes a household or dwelling unit shall be final.

T. "Residential Unit" shall mean the same as "Household" above.

U. "Commercial and Business Units" shall mean stores, offices, etc. All property zoned commercial, light industrial, etc., where business is conducted and refuse accumulated, such as store, restaurants, bars, garages, etc.

V. "Date of Signing of the Contract" or other words equivalent thereto shall mean the date upon which the Contract, executed by the Contractor is signed by the Town.

W. "Recycling" shall mean the collection of and delivery of Recyclable Materials pursuant to the Contract Documents.

X. "Recyclable Materials" shall mean those items intended to be collected as Recycling and as defined and identified in the Contract Documents including but not necessarily set forth in Contractor's Proposal.

Y. "Yard Waste" shall mean grass, leaves, flowers, stalks, stems, tree trimmings, branches and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems and small tree trimmings (less than three (3) feet in length and less than three (3) inches in diameter) shall be in a container, bag or box acceptable at the Washington County Maryland Landfill for composting purposes, the weight of which shall not exceed thirty-five (35) pounds, or tied in bundles not to exceed four (4) feet in length and thirty-five (35) pounds in weight. Any trimmings outside the above will need to be removed by a private contractor and will not be the responsibility of the contractor.

V. VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Officials, Town Administrator or other Representatives of the Town, and such statement shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever a written agreement. No modification of this Agreement shall be effective unless executed by all parties in writing and approved by the Mayor and Council of the Town of Keedysville.

VI. SUBHEADINGS

The titles or subheadings used in this Contract and in the Specifications are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

VII. SCOPE, NATURE AND INTENT OF CONTRACT AND SPECIFICATIONS

The said Specifications and Contract are intended to supplement, but not necessarily duplicate each other and together constitute one complete set, so that any work covered in the one and not the in the other shall be executed just as if it has been set forth in both in order that the work shall be completed according to the complete intent as decided and determined by the Town Administrator.

Should anything be omitted from the Specifications and Contract which is necessary for a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Town Administrator before proceeding with the provisions affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the Contract and Specifications.

VIII. CONTRACTOR TO CHECK SPECIFICATIONS AND SCHEDULE

The Contractor shall furnish all transportation, ways, works, equipment, and all suitable appliances requisite for the execution of this Contract and shall be solely answerable for the same and for all the safe, proper and lawful maintenance and use thereof. He/she shall protect his/her work from damage and injury to the same. He/she shall be solely answerable for all damage to the Town, of the property of the Town, to other Contractors, or other employees of the Town, to the neighboring premises or to any private or personal property, due to the improper, illegal, or negligent conduct of himself/herself or his/her employees or agents in and about said work, or in the execution of the work covered by the Contract, or any work undertaken herein provided or the improper use of any equipment furnished for the work.

IX. DEFENSE OF SUITS

In case any action at law or suit in equity is brought against the Town or any of its officers or agents for or on account of the failure, omission, or neglect of the Contractor or his subcontractors or his or their employees or agents, to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed by the Contractors or his subcontractors or his or their employees or agents or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their employees or agents, the Contractor shall indemnify and save harmless the Town and Officers and Agents of the Town of and from all losses, costs, damages, expenses, including reasonable attorneys' fees, judgments, or decrees whatever arising out of such actions or suits as may be brought by the Town in defending against or responding to any such claims, or in the enforcement of this provision.

X. TOWN ADMINISTRATOR TO DECIDE

All equipment or work furnished under this Contract shall be first class, workmanlike, and to the satisfaction of the Town Administrator, who shall inspect all equipment or work

included hereunder and shall comply with all Federal, State and local laws, rules and regulations. The Town Administrator shall in all cases determine the quality, acceptability and fitness of the several pieces of equipment or work herein specified. He shall decide all questions which may arise as to the fulfillment of the terms of the Contract by the Contractor, or as to the intent and purpose of the Contract and his decision on any question that may arise shall be final and convulsive as to both parties to the Contract and his approval of the work shall be a condition precedent to the payment of any amount which may be due the Contractor.

XI. NO WAIVER OF RIGHTS

Neither the inspection by the Town or Town Administrator or any of their employees nor any order by the Town for payment of money, nor any payment for or acceptance of the whole or any part of the equipment or work by the Town or Town Administrator nor of this Contract, or of any power herein reserved to the Town or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held as a waiver of any other or subsequent breach.

XII. ORDERS TO FOREMEN

Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders may be given by the Town Administrator, or his representatives, and shall be received and obeyed by the Superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given.

XIII. PROVISIONS FOR EMERGENCIES

Whenever, in the opinion of the Town Administrator, the Contractor has not taken sufficient precaution for the safety of the public or private property which may be injured by the processes of collection or disposal of combustible rubbish on account of such neglect, and whenever, at the option of the Town Administrator, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private personal property interests, then the Town Administrator, with or without notice to the Contractor, may provide suitable protection to the said interests by causing such work to be done as the Town Administrator may consider necessary and adequate. The cost and expense of such work shall be borne by the Contractor, and if the same shall not be paid on presentation of the bills, therefore, then such costs shall be deducted from any amount due or to become due to the Contractor. The performance of such emergency work shall be under the direction of the Town Administrator.

XIV. SUSPENSION AND ANNULMENT OF CONTRACT

If the equipment or work to be furnished under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned or the work sublet by him or if any time the Town Administrator shall be of the opinion and shall so certify in writing to the Town, that the performance of this Contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of the Contract or of the specifications, or is executing the same in bad faith or not in accordance with the terms of said Contract, or if the work be not fully

completed within the time named in this Contract for its completion or within the time to which the completion of this Contract may be extended, the Town may notify the Contractor to discontinue all work, or any part thereof, under this Contract by a written notice served upon the Contractor.

The Contractor shall have five (5) days after receiving such notice in which to resume the work under this Contract or correct the errors, and matter(s) complained of in the written report by the Town Administrator to the Town, and if the Contractor does not resume the work, or correct and remedy the matters complained of within five (5) days from the time of receiving such written notice thereof, then the Town is hereby empowered to suspend or annul this Contract. If this Contract be so annulled or suspended, the Contractor shall not be entitled to anything on account of damages thereby, nor shall such annulment or suspension in any wise affect the right of the Town to the damages claimed by it on account of the failure of the Contractor(s); but such annulment must be ratified by the Town before being of any force or effect. The Town shall be entitled to reasonable litigation expenses and court costs to enforce the terms and conditions of this agreement; and for any additional expense incurred by the Town to obtain similar services with a new Contractor during the term of this Contract.

XV. SUGGESTIONS TO CONTRACTOR ADOPTED AT HIS OWN RISK

The Contractor shall employ only workers who are competent and skillful in their respective lines of work, and local labor shall be given preference. Whenever the Town Administrator shall notify the Contractor that any person on the work is, in his opinion, incompetent, unfaithful or disorderly, or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Town Administrator.

XVI. LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and current regulations of the Town, and County, State and Federal laws which in any way limit or control the actions or operations of those engaged upon the work. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all ordinances, laws and regulations and shall protect and indemnify the Town and the Town's officers and agents against all claims or liabilities arising from or based on any violation of the same.

XVII. SUNDAY AND HOLIDAY WORK

No work shall be done between the hours of 4:00 P.M. and 4:00 A.M. unless the Contractor first obtains the written permission of the Town Administrator; such permission may be revoked at any time by the Town Administrator if the Contractor fails to maintain adequate forces and equipment for the reasonable prosecution and supervision of the work. No work shall be done on Sundays; however, collection services for holidays shall be coordinated with the opening hours of the Washington County Landfill. **It shall be the Contractor's responsibility to notify the public and Town when collection services will be changed for holidays or otherwise.**

XVIII. CLAIMS FOR LABOR AND EQUIPMENT

The Contractor shall indemnify and save harmless the Town from all claims for labor and equipment furnished under this Contract, or any alterations or modifications thereof, and shall furnish the Town with satisfactory evidence when called for by him, that all persons, firms or corporations, who have done work under this Contract for which the Town may become liable under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the Town, to meet the claim of the person, firms or corporations, aforesaid, in addition to any other monies that are to be retained, as herein specified, from the Contractor under this Contract, shall be retained until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

IN WITNESS WHEREOF, the Town of Keedysville, Maryland, has hereunto affixed its name by its Mayor, Ken Lord, and _____, by its duly authorized representative, has hereunto affixed their names and seals on the date set forth.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

Lisa Riner, Town Administrator

**TOWN OF KEEDYSVILLE,
MARYLAND**

By: _____
Ken Lord, Mayor

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

By: _____