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, RECYCLING, AND YARD WASTE COLLECTION

BID SPECIFICATIONS

FEBRUARY 2027-JANUARY 2030

1. Bid Schedule and Submission Requirements

A pre-bid meeting will be held on **Tuesday, November 17, 2026, at 10:00 a.m.** at Keedysville Town Hall.

All bids must be received at Town Hall no later than **12:00 noon on Friday, December 11, 2026**. Bids received after this deadline will not be considered.

All questions regarding these specifications or the bidding process shall be directed to:

Lisa Riner, Town Administrator
townhall@keedysvillemd.com
301-432-5795

Keedysville Town Hall
19 S. Main Street
P.O. Box 359
Keedysville, MD 21756

The contract is expected to be awarded at the regularly scheduled meeting of the Keedysville Mayor and Council on **January 6, 2027**.

The Town of Keedysville reserves the right to accept or reject any and/or all bids submitted.

2. Contract Period

The contract period shall be three (3) years, beginning February 1, 2027, and ending January 31, 2030.

3. Bid Pricing and Payment

Bidders shall submit a fixed monthly rate for regular refuse, recycling, and yard waste collection services for the entire three-year contract period. The monthly rate must remain the same for all three years, with no annual adjustments or increases.

In addition to the monthly rate, bidders shall provide the following pricing:

- Bulk Trash Collection: A fixed hourly rate for labor and equipment, and a fixed per-ton rate for disposal of materials collected during the two annual bulk trash collection events.
- Christmas Tree Collection: A total fixed price for the four weeks of Christmas tree collection services provided each January.

All rates and prices submitted shall remain fixed for the entire contract period. Bidders should take into consideration any anticipated increases in disposal, processing, fuel, labor, or other operating costs when preparing their bids. No additional charges, surcharges, or cost increases may be passed along to the Town during the contract period.

The contractor shall be responsible for paying all landfill, disposal, recycling processing, and other applicable fees associated with the services provided under this contract. All such costs shall be included in the applicable bid prices, and no additional fees shall be charged to the Town or residents.

4. Service Area and Estimated Collection Volumes

The contractor shall provide refuse, recycling, and yard waste collection services to approximately 430 mostly residential locations within the Town of Keedysville.

A list of collection addresses and a map of the Town identifying the service area are included as attachments to these specifications.

The following annual collection volumes are provided for bidding purposes:

- Household refuse: Approximately 414 tons per year
- Yard waste: Approximately 28.8 tons per year
- Recycling: Approximately 125 tons per year

These figures are estimates based on historical collection volumes and are not guaranteed quantities.

5. Collection Equipment and Access

The contractor shall provide collection services throughout the Town using vehicles and equipment appropriate for the service area.

Four (4) smaller streets within the Town require collection by a smaller truck due to limited access:

- Mount Vernon Lane
- Felfoot Drive
- Bell Lane
- Antietam Drive

These streets include approximately 15–20 residences and account for an estimated 5–10% of the Town's collections.

The contractor shall be responsible for providing the necessary equipment to service these streets. Residents will not be required to move their receptacles to the end of the street or to another designated collection point.

6. Waste and Recycling Receptacles

The contractor shall supply and maintain wheeled refuse and recycling receptacles for each residence, as needed, at no additional cost to the Town or residents.

The anticipated standard allocation is:

- One (1) 96-gallon wheeled refuse receptacle per residence.
- One (1) 96-gallon wheeled recycling receptacle per residence.

The actual number and size of receptacles may vary based on individual household needs and collection requirements. Bidders are not required to offer multiple receptacle size options.

The Town will not require the contractor to provide separate receptacles for yard waste.

7. Regular Collection Schedule

The contractor shall provide the following collection services each week:

- Refuse collection: One (1) day per week.
- Recycling collection: One (1) day per week.
- Yard waste collection: One (1) day per week, subject to the seasonal suspension described below.

Collections may be performed on the same day or on separate days, at the contractor's discretion, provided all required collections are completed each week.

Collections shall not be performed on Saturdays or Sundays, with the exception of the two scheduled bulk trash collections described in Section 9.

The Town prefers early morning collections, beginning after 4:00 a.m. and completed before 8:00 a.m., where practicable.

The current collection day for all three services is Wednesday. Bidders may propose a different collection schedule.

If a scheduled collection day falls during a week in which a holiday affects the contractor's normal operations, the contractor shall arrange an alternate collection day within that same week. The contractor shall notify the Town Administrator in advance of any schedule changes.

8. Yard Waste Collection

Residents will place yard waste in brown paper yard waste bags or in standard trash cans for collection. The Town is willing to consider alternative yard waste collection receptacles or methods proposed by the contractor. Any proposed alternative shall be clearly identified in the bid.

Yard waste collection shall be suspended during January, February, and March of each year. Regular weekly yard waste collection shall resume in April.

9. Residential Bulk Trash Collection

The contractor shall provide two (2) residential bulk trash collection events each calendar year. One collection shall take place in the spring and one in the fall.

The specific dates shall be coordinated with and approved by the Town Administrator.

Bulk trash collections shall be conducted on Saturdays. The contractor shall provide collection at each participating individual household; residents shall not be required to transport bulk trash items to a central collection location.

10. Christmas Tree Collection

The contractor shall provide Christmas tree collection one (1) day per week during the first four (4) weeks of January each year.

Collection shall be provided throughout the Town in accordance with a schedule coordinated with the Town Administrator.

11. Insurance

Contractor shall carry worker's compensation insurance for all personnel used to perform the contract and shall provide Town with proof of said insurance and the personnel covered.

Contractor shall not assign or subcontract any of the work hereunder without the prior written consent of Town.

Contractor shall carry a minimum of one million dollars liability insurance.

Contractor shall furnish Town with certificates of insurance showing type, amount, class of operation, personnel covered, effective dates, and expiration dates.

Keedysville 2026 Refuse, Recycling, and Yard Waste Collection
BID APPLICATION & BID SHEET

Bidder shall fill in the information requested below for this bid to be accepted. Deliver in a 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 Friday, December 11, 2026**.

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. Bulk Trash Collection Guidelines
5. Copy of Maryland Business License (if applicable)

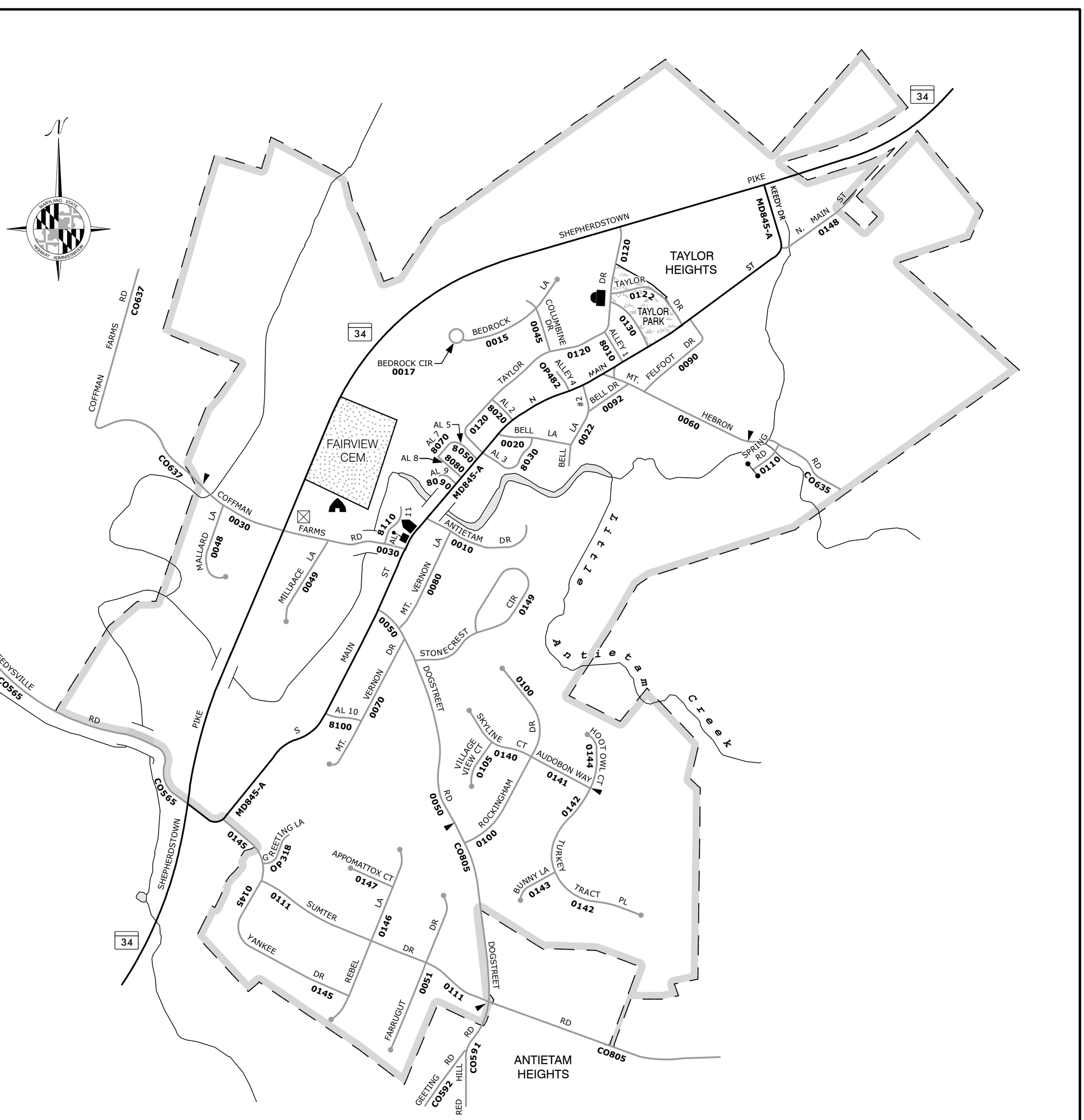
Bid Prices

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

Bulk Trash Collection Hourly Rate _____

Bulk Trash Collection per Ton Rate _____

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



LEGEND

ROAD CLASSIFICATION

- State Highway
- County/Local Road

ROUTE MARKERS

- Interstate Numbered Highway — 95
- U.S. Numbered Highway — 50
- State Numbered Highway — 809
- Interchange Exit — 20
- Municipal Route Number — 1234
- County Route Number — CO1234
- Other Public Route Number — OP1234
- U.S. Government Route Number — GV1234
- Jurisdiction Marker

ROADSIDE CULTURE

- Armory
- 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

A6A	A6B	A7A	A7B	A8A	A8B	A9A
A6C		A7C	A7D	A8C	A8D	A9C
		B7A	B7B	B8A	B8B	B9A
			B7D			
				C8A	C8B	
				C8C	C8D	

TOWN LOCATED ON GRID MAPS B8C, B8D

INFORMATION SUMMARY

BOUNDARY:

ACTS OF GENERAL ASSEMBLY, 1983
REVISED TO: JULY 5, 2011
HIGHWAYS REVISED TO: 2024
PHOTO REVISED: 2023
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: 2026

SCALE IN FEET

500 0 500 1000

SCALE IN MILES

0.1 0 0.1 0.2

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

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	Coffman Farms Rd. (Co. Roads. Maint.)
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 & 16	Dogstreet Rd. (one property)
17	Dogstreet Rd.
9	Dogstreet Rd.
13	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.
32	Mt. Hebron Rd.
33	Mt. Hebron Rd.
35	Mt. Hebron Rd.
18	Mt. Vernon Dr.
7	Mt. Vernon Ln.
9	Mt. Vernon Ln.
11	Mt. Vernon Ln.
15	Mt. Vernon Ln.
2	N. Main St.
4	N. Main St.
5	N. Main St.
6	N. Main St.

St. Number	Street
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.
40	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.
95	N. Main St.

Keedysville Refuse Removal Street Addresses

St. Number	Street
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.
18	Rockingham Dr.

St. Number	Street
19	Rockingham Dr.
20	Rockingham Dr.
21	Rockingham Dr.
22	Rockingham Dr.
24	Rockingham Dr.
109	Soaring Eagle Ln.
121	Soaring Eagle Ln.
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.
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.
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.
57-59	S. Main St.

Keedysville Refuse Removal Street Addresses

St. Number	Street
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
19228	Shepherdstown Pike
19239	Shepherdstown Pike
19290	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
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.

Keedysville Refuse Removal Street Addresses

St. Number	Street
14	Turkey Tract Pl.
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.

St. Number	Street
37	Yankee Dr.

Community Refuse

1 can	Town-Ball Park on Taylor Drive
1 can	Town-Library
1 can	Town-Multi-Sport Court
3 cans	Town-Taylor Park-1 can at each pavilion
1 Pedestal	Town-Main St. Rail Bed
1 Pedestal	Town-Coffman Farms Rd. Behind Town Hall

CONTRACT

THIS CONTRACT, made and executed this_____ day of _____**, 2027** 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 _____, a corporation, authorized to do business in the State of Maryland, 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 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 it's duly constituted legislative body, at a regularly and duly constituted meeting on **January 6, 2027**, accepted the bid of _____ 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, bulk trash collection, and Christmas Tree collection for the Town of KEEDYSVILLE, Maryland, at and for the period of Three (3) Years commencing **February 1, 2027,** and terminating **January 31, 2030**.

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 Yard Waste and Recyclable, Bulk Trash, and Christmas Tree Collection Services to the Town of KEEDYSVILLE, Maryland, as designated and described by the Refuse, Recycling, and Yard Waste Collection Specifications and Contractor's Proposal, all to be completed in accordance with the Refuse, Recycling, and Yard Waste Collection Specifications, Contract Terms, Advertisement, Instructions to Bidders, and Contractor's 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, Contractor's Proposal, Contract, and Refuse, Recycling, and Yard Waste Collection Specifications, are each and all included and made a part of this Contract and collectively are the Contract Documents. The Refuse, Recycling, and Yard Waste Collection Specifications are attached hereto as Exhibit "A" and the Contractor's Proposal is attached hereto as Exhibit "B".

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.

V. PRICE

The pricing for the Work To Be Completed (Section II) shall be in accordance with the Contractor's Proposal submitted on _____ and accepted by the Town on _____.

VI. TERMS AND DEFINITIONS

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 thereto.

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" “Refuse, Recycling, and Yard Waste Collection Specifications” shall mean any part of the Contract containing the written directions and requirements of for completing the Contract work. Specifications and/or Refuse, Recycling, and Yard Waste Collection Specifications 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 refuge, 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. “Trash” shall mean garbage, rubbish and ashes, as herein defined.

T. "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.

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

V. "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.

W. "Date of Signing of the Contract" or other words equivalent thereto shall mean February 1, 2024, even if the Contract is actually signed at a later date. Said date shall also be the Effective Date of this Contract.

X. “Recycling” shall mean the collection of and delivery of Recyclable Materials pursuant to the Contract Documents.

Y. “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.

VII. 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.

VIII. 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.

IX. SCOPE, NATURE AND INTENT OF CONTRACT AND SPECIFICATIONS

The said Refuse, Recycling, and Yard Waste Collection Specifications, Contract and Contractor's Proposal 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 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.

X. 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. It shall protect its work from damage and injury to the same. It shall be solely answerable, responsible and liable for all damage to the Town, to 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 itself or its 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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 our 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.

XVI. 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 it 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.

XVII. 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 expect with the consent of the Town Administrator.

XVIII. LAWS AND ORDINANCES

The Contractor shall keep itself 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 an claims or liabilities arising from or based on any violation of the same.

XIX. HOURS OF COLLECTION AND SUNDAY/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. A notice on the back page of the local newspaper shall be sufficient and placed 48 hours in advance for publication. This ad shall be paid for by the Contractor.**

XX. CLAIMS FOR LABOR AND EQUIPMENT

The Contractor shall indemnity 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 it, 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, Mayor Ken Lord, and**_____, by its duly authorized representative, has hereunto affixed their names and seals on the date set forth.

WITNESS AND ATTEST
MARYLAND
AS TO CORPORATE SEAL

TOWN OF KEEDYSVILLE,

_____ By:_____
Lisa Riner, Town Administrator Ken Lord, Mayor

WITNESS AND ATTEST
AS TO CORPORATE SEAL

****

_____ By:_____

(Print name and title)