

**INVITATION FOR 2024 TRASH CONTRACT BIDS
TOWN OF WHITELAND**

The Town of Whiteland is inviting bids for its Solid Waste (Trash) Removal and Curbside Recycling Program contract. As of March 21, 2024, the Town of Whiteland has 1,983 customers, each receiving a trash bin and a recycling bin, plus 650 extra bins billed for and used by some of these customers. (An additional 95 accounts set up for DR Horton and Ryan Homes were not active for trash, but are expected to become active, soon.) The contract will be for a contract period of four (4) years beginning upon the expiration of the current contract, thus will begin on August 1, 2024 and end July 31, 2028.

Bid packets with Specifications and Instructions to Bidders for the contract are available on the Town's website (www.townofwhiteland.com) and also in both the Clerk-Treasurer's Office and the Office of the Director of Administration at the Whiteland Town Hall, 549 Main Street, Whiteland, Indiana, between the hours of 8 a.m. to 12:00 noon and from 1:00 p.m. to 5 p.m. Monday through Friday.

CONTRACTORS INTERESTED IN BIDDING SHALL NOTIFY THE TOWN BY EMAILING CARMEN YOUNG, THE TOWN'S DIRECTOR OF ADMINISTRATION, AT CYOUNG@WHITELAND.IN.GOV, SO THAT THE TOWN WILL BE ABLE TO PROVIDE THE CONTRACTOR WITH ANY ADDENDA THAT MAY BE ISSUED.

The bids must be submitted to the Whiteland Clerk-Treasurer at the Whiteland Town Hall, no later than 11:00 a.m. on Thursday, May 9, 2024. Any bids submitted after that deadline will not be considered and will be returned unopened. The bids for the Town's contract shall be in a sealed envelope, and each envelope shall include a duplicate of the completed bid form from the bidder. The bids for the Town contract will be opened during the special meeting of the Whiteland Bid Opening Committee at 11:00 a.m. on Thursday, May 9, 2024.

Bids will be reviewed and award may be made at the May 14, 2024, 7:00 P.M. meeting of the Town Council or a subsequent meeting of the Town Council. Questions concerning this invitation for bids should be directed to Carmen Young, Whiteland Director of Administration, at (317) 530-0206 or cyoung@whiteland.in.gov.

Carmen Young
Whiteland Director of Administration

2024 TOWN OF WHITELAND TRASH SERVICE SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS

BIDS MUST BE SUBMITTED ON FORM 96, AS PRESCRIBED BY THE INDIANA STATE BOARD OF ACCOUNTS, AND INCLUDE A BID BOND, CERTIFIED CHECK, OR BANK DRAFT IN THE AMOUNT OF 10% OF THE BID. BIDS ARE DUE IN THE CLERK-TREASURER'S OFFICE AT THE WHITELAND TOWN HALL, 549 MAIN STREET, WHITELAND, INDIANA 46184, NO LATER THAN 11:00 A.M.

ON THURSDAY, MAY 9, 2024, ALL BIDS SUBMITTED TIMELY WILL BE OPENED AND READ ALOUD DURING THE SPECIAL MEETING OF THE WHITELAND BID OPENING COMMITTEE AT 11:00 A.M. ON THURSDAY, MAY 9, 2024. ANY BIDS SUBMITTED AFTER THAT DEADLINE WILL BE RETURNED UNOPENED. THE WHITELAND TOWN COUNCIL RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

INTENT AND PURPOSE

It is the intent and purpose of this contract on which bids are sought to assure the efficient, healthful, and aesthetic operation of a solid waste collection service for the residents of the Town of Whiteland, Indiana, hereinafter referred to as the "Town".

CONTRACTORS INTERESTED IN BIDDING SHALL NOTIFY THE TOWN BY EMAILING CARMEN YOUNG, THE TOWN'S DIRECTOR OF ADMINISTRATION, AT CYOUNG@WHITELAND.IN.GOV, SO THAT THE TOWN WILL BE ABLE TO PROVIDE THE CONTRACTOR WITH ANY ADDENDA THAT MAY BE ISSUED.

SPECIAL NOTICE TO BIDDERS

THE TOWN BELIEVES THAT AT TIMES IN THE PAST IT HAS BEEN TOO LENIENT IN ENFORCING THE REQUIREMENTS OF ITS TRASH AND RECYCLING CONTRACT, WHICH HAS RESULTED IN UNSATISFACTORY EXPERIENCE WITH THE TOWN'S TRASH AND RECYCLING SERVICES. AS A RESULT THE TOWN POINTS OUT TO BIDDERS THAT EACH AND EVERY PROVISION OF THE REQUIREMENTS OF THE TRASH AND RECYCLING SERVICES CONTRACT ARE CONSIDERED IMPORTANT AND THE SUCCESSFUL BIDDER IS EXPECTED TO PERFORM EACH AND EVERY REQUIREMENT OF THE TRASH AND RECYCLING SERVICES CONTRACT. THE TOWN INTENDS TO CLOSELY MONITOR THE SUCCESSFUL BIDDER'S COMPLIANCE WITH ALL OF THE CONTRACT REQUIREMENTS AND TO INVOKE AND ENFORCE THE LIQUIDATED DAMAGES PROVISIONS OF THE CONTRACT IN THE EVENT OF NON-COMPLIANCE. NO CHANGES CAN BE MADE TO THIS CONTRACT WITHOUT PRIOR APPROVAL OF THE TOWN COUNCIL AS WELL AS CONTRACTOR PROVIDING WRITTEN NOTIFICATION OF APPROVED CHANGES TO ALL RESIDENTS SERVED UNDER THE CONTRACT.

BIDDER INFORMATION CHECKLIST

The Town shall require with the bid supporting information regarding the qualifications of the bidder sufficient to allow the Town to determine whether the bidder has the capability to perform the contract. The following is a checklist of the documents that must be included with the bid. Bidders must consult the specifications to determine exactly what is required. The following completed documents are required, AND alternate forms are not acceptable:

- Bidder's completed Bid Form
- State Board of Accounts prescribed form 96 (most current edition):
 - Statement of experience
 - Bidder's proposed plan or plans for performing the contract
 - Detailed inventory of equipment available for the performance of this contract
 - Non-collusion affidavit
 - Financial Statement
- Bid bond or other security.
- Certificate of Insurance
- Current letter agreements with brokers or secondary materials buyers guaranteeing acceptance of recyclable materials listed in specifications and specific to ultimate disposal of materials collected in the Town of Whiteland.

BIDS

Each bid shall be printed, typed, or legibly written in ink on the form provided with these specifications and proposed contract documents, which bid shall be attached to and become a part of the Contractor's Bid Form No. 96, as prescribed by the State Board of Accounts of the State of Indiana. No alterations in Bids or in the printed forms therefore will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Town may require the bidder to identify any alteration so initialed. No alteration in any Bid, or in the form in which it is submitted, shall be made after the Bid has been submitted, except in accordance with the Town's reserved right to waive any informality or variances or allow a Bidder to correct errors, omissions or other irregularities in Bid documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders. All addenda to the bidding documents, properly signed by the bidder, shall accompany the bid when submitted. Each bid shall be enclosed in a sealed envelope or wrapping, addressed to the Town of Whiteland, Town Hall, 549 Main Street, Whiteland, Indiana, 46184, identified on the outside with the notation, "Bid for Collection and Disposal of Trash: Whiteland", together with the name and address of the bidder. All Bids shall be filed with the Clerk-Treasurer, 549 Main Street, Whiteland, Indiana 46184. **BIDS ARE DUE IN THE CLERK-TREASURER'S OFFICE AT 549 MAIN STREET, WHITE LAND, INDIANA, NO LATER THAN 11:00 A.M. ON THURSDAY, MAY 9, 2024. ALL BIDS WILL BE OPENED AND READ DURING THE SPECIAL MEETING OF THE WHITE LAND BID OPENING COMMITTEE AT 11:00 A.M. ON THURSDAY, MAY 9, 2024, AND ANY BIDS SUBMITTED AFTER THE 11:00 A.M. DEADLINE WILL BE DISALLOWED AND RETURNED UNOPENED.**

BID BOND AND PERFORMANCE BOND

Each Bid shall be accompanied by a Bid Bond or a certified check drawn on an acceptable bank made payable, without condition, to the Town of Whiteland, Indiana, in the sum of ten percent (10%) of the bidder's bid price for the first year of the contract (based on 1,983 active trash collection accounts and 650 extra bins). If a contract is awarded, the bidder shall enter into a contract in substantively the form provided with these bid specifications within fifteen (15) days after notice of such award is made by the Town to the successful bidder. Deposits of all bidders whose bids are rejected will be returned at the time of such rejection. The bid bond of the bidder to whom a contract is awarded will be returned when such bidder executes a contract and files a satisfactory Performance Bond, in the form provided with these Bid Specifications, and satisfactory certificate(s) of insurance. The bid bond of the second lowest bidder may be retained for not to exceed ninety (90) days after the Bid opening pending the execution of the contract and performance bond by the successful bidder. If the successful bidder fails or refuses to enter into a contract with the Town within

fifteen (15) days from the time it has been notified of acceptance of the bid, said check or bond shall be forfeited to the Town as liquidated damages for failure to do so. The Performance Bond shall be renewed annually during the length of the term of the contract. If at any time the Performance Bond is not or cannot be renewed, the contract may be terminated at the option of the Town of Whiteland.

WITHDRAWAL OF BIDS

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days without the consent of the Town Council of Whiteland, Indiana, except that the bids of the two lowest bids may not be withdrawn for ninety (90) days after the Bid opening, pending the execution of the contract and performance bond by the successful bidder.

ACCEPTANCE AND REJECTION OF BIDS

The Town maintains the right to award the contract to the bidder which, in its judgment, is the lowest responsible and responsive bidder; to reject any and all Bids for any reason whatsoever or for no reason; and to waive any informality or variances or allow a Bidder to correct errors, omissions or other irregularities in Bid documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders. Determination of the lowest bid will be based upon the bid for collections on Monday and/or Tuesday of each week, but the Town reserves the right to award the Contract to a bidder who provides a lower bid for pickup on a different day if the Town determines that the cost savings justifies shifting the days for collection to different days of the week. Bids received after the specified time for the opening of such Bids will not be opened or read, and will be returned to the bidder unopened.

INTERPRETATION OF CONTRACT DOCUMENTS

If any person who contemplates submitting a Bid is in doubt as to the true meaning of any part of the Specifications, or other proposed contract documents, or if any such persons should find any discrepancies in or omissions from the contract documents, such person should at once notify the Town of Whiteland by contacting Carmen Young, Whiteland Director of Administration, 549 Main Street, Whiteland, Indiana, (317) 530-0206, and request an interpretation thereof. Such person shall be responsible for the prompt delivery of such request. Interpretation of the proposed contract documents will be made only by written addendum, a copy of which will be mailed or delivered by the Town of Whiteland, Indiana, to each person who has obtained a set of contract documents from the offices of the Town of Whiteland, Indiana. The Town will not be responsible for any other explanations or interpretations, written or oral, of the proposed contract documents. In the event there are conflicts between the specifications and other contract documents, the terms and provisions of the specifications shall govern and control. Upon receiving formal notice of award, the successful bidder shall execute a written contract in substantively the form included with the bid packet.

NUMBER OF DWELLINGS

As of March 21, 2024, there are 1,983 active trash collection accounts, and for purposes of defining the number of dwellings receiving service on a monthly basis you are instructed to use 1,983 for calculating your bid for basic compensation per dwelling. **The number of dwellings receiving service will be updated prior to execution of the Contract** and thereafter reviewed and updated annually on the anniversary of the contract. As of March 21, 2024, 650 extra bins were billed for and used by some of these dwellings. (Note: An additional 95 accounts set up for DR Horton and Ryan Homes were not active for trash, but are expected to become active, soon.)

LOCAL CONDITIONS AFFECTING WORK

Each bidder shall visit the Town and shall completely investigate and inform itself as to conditions and factors, local and otherwise, which would affect the performance and completion of the work and its cost. All such factors shall be properly investigated and considered in the preparation of the bidder's Bid. There will be no subsequent financial adjustment for information lacking from such prior investigation.

INSURANCE

Throughout the term of the contract, the Contractor will be required to carry the types and amounts of insurance named in the specifications. Contractor will also be required to provide certification of insurance as proof to the Town within fifteen (15) days of notice of award of the contract to the successful bidder.

PAYMENTS

Payment for all work performed under the proposed contract will be made by the Town in the manner and at such times as set forth in the Specifications.

QUALIFICATIONS OF BIDDERS

Each bidder shall submit under oath with its Bid a statement of its experience, its proposed plan or plans for performing the contract, the equipment which it has available to perform the contract, and a financial statement, using Bid Form 96, prescribed by the State Board of Accounts.

All bidders must furnish satisfactory evidence that the bidder has a practical knowledge of the work being proposed, and that they have the financial resources to perform the proposed work. Bidder may satisfy such requirement by showing proof that the bidder has been in the trash collection business for at least three (3) years, and has at least one (1) years' experience in secondary materials management and/or curbside recycling. If the bidder does not have the aforementioned experience, the bidder must show equivalent experience in a comparable field, and that the bidder has an association with a consultant or operator who is qualified to supervise, plan, design, or operate a system such as described in the specifications. The resume of the consultant must be attached to the bidders bid. In order to determine the eligibility of the bidders, each bidder must submit a list of all terminated and existing collection contracts to which it was or is a party. All bidders shall supply detailed inventories of the equipment and all accessories to be used in carrying out the Contract including, specifically, the type, model, year of manufacture and anticipated useful life thereof. All leased equipment shall be listed separately.

All bidders shall be required to demonstrate to the satisfaction of the Town that they have adequate financial resources, experienced personnel, and expertise to perform the services required by the contract documents and Specifications. No contract will be awarded to any bidder who, as determined by the Town, has an unsatisfactory record of collection contract performance or inadequate experience or who lacks the necessary capital, organization and equipment to conduct and complete the services in strict accordance with the Specifications.

NON-COLLUSION AFFIDAVIT

Each bidder shall submit, with its Bid, a Non-Collusion Affidavit in the form incorporated into Form 96.

SURETY PROVISIONS

Each bidder shall submit with its bid a letter or statement from a surety company that it will execute and deliver the performance bond required under these Specifications in the event the bidder is awarded the contract. All bid bonds and the Contractor's performance bond, when executed and supported by surety, shall be accompanied by a certified copy of the Power of Attorney of the Attorney-in-Fact who shall execute such bond.

DEFINITIONS

TRASH: The term "trash", as used herein shall refer to ashes, garbage, rubbish, refuse and waste materials, rags, waste paper, ordinary household refuse, Christmas trees, hedge & tree trimmings, and brush that is generated by the household through normal use, and any and all other unwanted material except furniture, appliances, electronics, leaves, trees, tires, and construction or demolition debris.

DUMPSTERS: "Dumpsters" are those containers that may be located at the Wastewater Treatment Plant and Street Garage.

WASTE CARTS: "Waste Carts" are ninety-six (96) gallon containers that will be located at each dwelling.

RECYCLE CARTS: "Recycle Carts" are ninety-six (96) gallon containers that will be located at each dwelling.

HEAVY TRASH: "Heavy Trash" shall mean: (i) furniture, (ii) appliances, (iii) construction materials, and (iv) non-hazardous items not accepted as ordinary trash. Any appliances which used Freon will not be collected unless a certificate is attached to each appliance certifying that the Freon has been removed by a licensed professional. All items must fit into the trash truck hopper. Construction materials, limbs, and/or shrubbery must be bundled for easy pick up and in lengths not exceeding 5 feet. No dirt, sod, rocks, paving stones, concrete, cement blocks, tires, automobile parts, batteries, used oil, paint or shingles will be accepted. No televisions, computers or electronics of any kind will be accepted. **Heavy trash will be picked up the first regularly scheduled trash day of each month.** Heavy trash pick-up for each customer shall be limited to one filled trash truck hopper. An additional charge of Fifteen Dollars (\$15.00) may be imposed by the contractor for any items of heavy trash in excess of the allotted amount on the designated heavy trash pick-up day.

RECYCLABLES: The term "recyclable", as used herein shall include, at a minimum, all high density plastics (any plastic container labeled with a #1 or #2), any clear, brown, blue or green glass, any aluminum cans, any bi-metal cans, any steel (tin coated) food cans, aerosol cans, aluminum foil, brown paper bags, magazines, phone books, catalogs and newspapers. This may be changed to include other products that are determined to be recyclable as the markets present themselves. Products may not be deleted from the program once they are approved unless new legislation prohibits collection of specific item(s). If so, it shall be the Contractor's responsibility to notify the Town Council and notify and educate customers of such legislative changes at least thirty (30) days prior to its deletion. Preference will be given to bids which take additional materials out of the waste stream; as such bids are more responsive to the goals to be achieved by the contract to be let.

COLLECTION OF REGULAR TRASH AND RECYCLABLES

Except as hereinafter provided, the Contractor shall collect all trash and recyclables from all residential dwellings within the Town once per week, according to a regular schedule of collection on Monday and/or Tuesday. Alternate days will be considered if such would result in a cost savings for the Town. However, no collection shall be made on Sundays, or on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. If a regularly scheduled trash pick-up should fall on the above holiday, trash collection shall be provided on a one (1) day delayed schedule. **Up to four (4) dumpsters shall be furnished to the Town. The Contractor shall collect trash from the Town's dumpsters at least once per week; some buildings may require pick-up more often. Contractor shall provide pick-up on days and times set by the Director of Administration or Town Manager, as applicable. Such bins may be located at the Wastewater Treatment Plant and the Street Garage, and as determined by the Director of Administration or Town Manager, as applicable. It will be the responsibility of the Contractor to contact the Town in order to ascertain the location of the dumpsters. Collection of trash shall not commence before 8:00 a.m. and shall be completed by 5:00 p.m. on any day of collection.** These specified trash collection times will be enforced by the Town. The Contractor shall contact the Town of Whiteland if for any reason a delay or re-scheduling is required. The following limits per house will be required:

- (a) The Contractor shall be required to pick up no more than will fit inside the 96 gallon waste cart with the lid closed per dwelling per week. Residents will be required to bag all trash placed in the waste cart provided by the contractor. **There will be no container limit for the week following Thanksgiving or Christmas:** extra trash shall be placed in trash bags beside the 96 gallon waste cart, and there shall be no extra charge for this service.
- (b) The Contractor will be required to pick up all recyclables identified as recyclable in the "Curbside Recycling Promotional/Educational Program" section of these specifications. Recyclables will be picked up every other week on trash pick-up day, starting with the commencement of the contract. Recyclables shall be placed in the provided 96 gallon recycle cart and placed in the same manner that the trash carts are placed but not too close to the trash cart so as not to interfere with the trucks

operation to allow the carts to be picked up individually. Residents who recycle more than 96 gallons per pick-up day can be provided an additional container upon request for an extra fee per month. Contractor will identify how to properly prepare recyclables, in the information pamphlet they mail to the customers, as referenced below.

The Contractor will pick up, at the curbside, all trash and recyclables that are properly prepared by the residential user. All containers shall be neatly placed back on the curb (not thrown), not in the street, driveway, or blocking the sidewalk (whenever possible), at the location where the pick-up is made. Contractor is responsible for the replacement of any broken or damaged recycling carts and/or trash containers that are damaged by the trash collection service employee(s). If the Contractor encounters improperly prepared trash or recyclables, the following procedure shall be followed:

The Contractor will leave improperly prepared trash or recyclable materials and shall provide to the resident a notice of explanation citing the reason for the materials being unacceptable within 24 hours after the trash or recyclable materials were not picked up. A copy of the notice of explanation shall be filed in the Clerk-Treasurer's office within the same 24 hour period. The contractor is responsible for leaving notice with the customer, and the Town will enforce this requirement. Documentation of the address and the reason for materials being left will be placed on a daily log and delivered to the Town Hall at the end of the day. All notices distributed by the Contractor to residential users shall include the name and telephone number of the employee designated pursuant to the "Complaints" section of this packet, to handle inquiries and complaints. The format of the notice must be approved by the Town prior to distribution.

The Contractor will pick up all material blown, littered, or broken as a result of handling during pick-up, leaving a litter-free route. Contractor shall return all trash and recycling containers in an upright position.

Contractor is not required to collect trash from commercial or industrial sites, except as may be provided for in these specifications.

The number of residential dwelling units upon which Contractor's compensation shall be computed is set annually and is equal to the number of active trash collection accounts billed for such service by the Town.

Each bidder is required to submit a bid for the provision of residential trash collection, once per week per dwelling, as provided in the specifications, which shall include the collection of trash and recyclables from the Town's municipal buildings and the collection of trash from the Town's dumpsters, as provided in the specifications. The Bid also includes the collection of residential recyclables, every other week per dwelling, as provided in the specifications.

EQUIPMENT

Collection of all garbage and rubbish materials provided for herein shall be made with trucks with metal, water-tight, non-leaking refuse bodies and said equipment shall be kept at all times in a sanitary condition and well painted. All equipment shall bear the name and telephone number of the Contractor. Furthermore, the Contractor shall be required to keep additional trucks for standby purposes to guarantee that service will be uninterrupted.

Contractor shall provide one (1) 96 gallon waste cart and one (1) 96 gallon recycle cart per dwelling. **Contractor shall provide dumpsters, waste, and recycle carts as needed for all municipal buildings.**

DISPOSAL

The Contractor shall be required to dispose of all Trash collected by it in such a manner as may be satisfactory to the Town Council and which method of disposal is in conformity with all existing laws, ordinances and regulations of the Town of Whiteland, County of Johnson, and State of Indiana.

The Contractor shall be required to locate the best market for the sale of the recyclable materials collected. Each Bid must include one or more current letter agreements with brokers or secondary materials buyers guaranteeing acceptance of recyclable materials listed in the specifications and specific to ultimate disposal

of the recyclable materials collected in the Town of Whiteland. If at any time during the tenure of this contract the recyclable materials buyer(s) change, the Town must be notified and the Town Council must approve the recommended new buyer(s) prior to the change taking effect. Any temporary storage of recyclables must be done in an environmentally sound and businesslike manner.

Contractor, upon request by the Town, shall provide a detailed accounting of all sales of recyclable materials collected and sold pursuant to this contract. The Town will enforce this requirement.

CURBSIDE RECYCLING PROMOTIONAL/EDUCATIONAL PROGRAM

In order to promote the Town's curbside recycling program and in an effort to continuously provide educational materials and/or opportunities in the Town of Whiteland, the Contractor agrees to annually perform the following:

1. Contractor will prepare and **MAIL** an annual flier detailing the following information to every dwelling in Whiteland in the first month of each contract year. Flier shall be reviewed and approved by the Whiteland Town Manager prior to distribution to the public.
 - a. Name, address, and telephone number of Trash Contractor.
 - b. Holiday schedule - no pick up on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day - trash collection will be on a one (1) day delay schedule for these holidays.
 - c. Hours of collection - 8:00 a.m. to 5:00 p.m.
 - d. Name and phone number of Contractor's designated contract for complaints and/or questions.
 - e. Definition of "trash":
 - 1) Ashes
 - 2) Garbage
 - 3) Rubbish
 - 4) Waste materials
 - 5) Rags
 - 6) Waste paper
 - 7) Ordinary household refuse
 - 8) Christmas trees
 - 9) Hedge and tree trimmings, and
 - 10) Any and all other unwanted material EXCEPT furniture, appliances, electronics, leaves, trees, tires, and construction or demolition debris.
 - f. Acceptable amounts of trash (one (1) 96 gallon waste cart with the lid closed per week EXCEPT the week following Thanksgiving and Christmas which is unlimited.
 - g. Additional trash or recycle containers can be requested by residents for pick-up at normal pick-up times for an extra fee to the resident through the Town.
 - h. Heavy Trash Schedule - 1st pick up each month.
 - i. Definition of "heavy trash":
 - 1) Furniture.
 - 2) Appliances (must have certification attached stating that Freon has been removed). Refrigerators and Freezers MUST have doors removed prior to being placed at the curb.
 - 3) Construction materials, limbs, and/or shrubbery - bundled - no longer than 5' lengths. (No dirt, sod, rocks, paving stones, concrete, cement blocks, or shingles.) And,
 - 4) Any non-hazardous items not accepted as ordinary trash.
 - j. List of accepted recyclable items (limited to this list):
 - 1) #1 through #7 plastics
 - 2) Brown, blue, green, or clear glass
 - 3) Aluminum cans
 - 4) Bi-metal cans

- 5) Steel (tin-coated) food cans
 - 6) Aerosol cans
 - 7) Aluminum foil (clean)
 - 8) Brown paper bags (Kraft paper)
 - 9) Magazines
 - 10) Catalogs
 - 11) Phone books
 - 12) Newspapers
 - 13) Paperboard (such as cereal boxes)
 - 14) Junk mail
 - 15) Pizza boxes (clean), and
 - 16) Cardboard (broken down).
- k. Unacceptable non-recyclable materials, include but are not limited to: ceramics, window glass, waxed-coated paperboard, and plastics other than those listed as accepted above;
 - l. Methods, if any, required to prepare recyclable items for pick up.
 - m. Notice of the Town of Whiteland Limb and Stick Collection and Leaf Collection programs.
 - n. For questions about Household Hazardous Waste including paint, stain, herbicides, pesticides, electronics, automotive products, etc. call the Johnson County Solid Waste Management District at (317) 738-2546.
 - o. For a list of locations to recycle Batteries, Tires, and Used Oil, contact the Johnson County Solid Waste Management District at (317) 738-2546.

COLLECTION AND REPORTING OF DATA

CONTRACTOR'S LOGS AND RECORDS AUDITS

Contractor shall perform the following:

- 1. (Optional) The Contractor may collect and report the following information to the Town on a daily basis:
 - a. Log sheets detailing unacceptable trash and/or recyclables, turned in at the Town Hall at the end of the route.
- 2. The Contractor shall collect and report the following information to the Town on a monthly basis:
 - a. The amount, expressed in tons of trash and recyclable materials collected.
- 3. Discussion of problems or successes experienced during the month. The Contractor shall collect and report the following information to the Town on a quarterly basis:
 - a. Tonnage of recyclables marketed, by materials.
 - b. The average number of customers participating in the recycling program (participation rates) by month.
 - c. Other statistics that may be required by the State and the Johnson County Solid Waste Management District.
 - d. A summary of any and all promotional and educational efforts made by the Contractor within the community or the school corporation.
- 4. The Contractor shall collect and report the following information to the Town on an annual basis:
 - a. Summary of the participation rates;
 - b. Total amounts of garbage and recyclables collected, (to be filed no later than January 15th of the year following the year of service being reported);
 - c. A summary of the promotion and education efforts made by the Contractor and their impact on participation and recovered tons.
 - d. To the extent applicable, the Contractor is responsible for the completion of the annual report for Circular Indiana (formerly the Indiana Recycling Coalition) and filing said report with both the Coalition and the Town on or before March 1 of each year.

All summaries, audits and accountings required by these specifications must be based on actual information and data and not estimated.

INFORMATION REQUIREMENT

The Contractor shall fully inform itself as to all items of the specifications, including but not limited to, the nature of the work called for.

INTENT OF AGREEMENT

To more fully and completely insure the performance and understanding of intent, Contractor and the Town agree further that:

1. The Contractor shall provide full and complete solid waste collection service as herein defined.
2. The Contractor will handle and satisfy all complaints of persons entitled to the service provided herein. Failure to do so may, at the election of the Council, result in a declaration of default.
3. Any failure or refusal of the Contractor to render service will be subject to review unless Contractor has, prior to complaint, notified the Town by written communication of any specific problem.
4. The Contractor shall have the sole responsibility for notifying the Town and each residential customer of any and all changes in the recycling or trash collection program. If a new item is added, the Contractor will serve notice to all customers and provide any necessary education on the method of preparing the item for disposal (removing rings, labels, etc.). If, due to changes in the law, an item must be removed from the program it will be the Contractor's responsibility to notify and educate the customers of such law changes at least thirty (30) days prior to its deletion. Contractor should also provide recommendations for disposal of such items as a part of their education, if possible.

LENGTH OF CONTRACT

The length of the contract will be four years, with the compensation under the contract to be adjusted on August 1st of each contract year.

COMPLAINTS

Contractor shall, during the period of the contract, maintain an office for the transaction of business and shall be available for calls on all working days from 8:00 a.m. to 5:00 p.m. Said Contractor shall maintain a telephone listing in the name of the Contractor, and the Contractor or a designated employee shall be on duty for the purpose of taking calls during the above named hours.

All complaints shall be resolved within twenty-four (24) hours, and such resolution must include notification to the customer. Contractor shall designate an employee to serve as liaison between the Contractor and the Town and to deal directly with customer questions, complaints or problems. Furthermore, Contractor shall maintain high standards of service and maintain a high degree of public relations with the residents of the Town and shall cooperate fully with the Town in the matter of complaints and service. All calls must be recorded in a log, noting date, time, address, request or complaint, and method of resolution. All calls shall be responded to within 24 hours. The log shall be made available to the Town upon request. The Contractor shall meet with the Town as often as needed to review customer complaints and resolutions.

INDEMNITY

The Contractor shall provide and perform as follows:

1. In carrying out the work herein provided for, the Contractor shall exercise all proper skill and use all due and proper precautions to prevent injury to any property, person, or persons.
2. The Contractor shall indemnify, hold harmless, and exempt the Town, its officers, agents, servants and employees from and against any and all claims, actions, causes of action, damages, losses, costs and expenses, including reasonable attorney fees and litigation expenses and costs, relating to or arising from, directly or indirectly, the Contractor's performance or failure to perform under the Contract. The Town reserves the right to retain counsel of its choice, or, in the alternative, approve counsel obtained by the Contractor.

COMPLIANCE WITH LAWS

The Contractor shall conduct its operations in compliance with all applicable laws, statutes, and ordinances.

ASSIGNMENT

No assignment of the Contract or any right occurring under the Contract shall be made in whole or in part by the Contractor without the prior written consent of the Town. In the event of any assignment, the assignee shall assume the liability of the Contractor.

NON-DISCRIMINATION

Contractor shall not discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, or against any user in the performance of this contract, because of race, religion, color, sex, handicap, national origin, ancestry or age. Breach of this covenant may be considered a material breach of the contract.

CONTRACTOR'S PERSONNEL

1. The Contractor shall assign a qualified person or persons to be in charge of its operations in the Town and shall give the name or names to the Town; information regarding their experience shall also be furnished.
2. Each employee shall, at all times, carry a valid operator's license for the type of vehicle he is driving.
3. The Town may request that any employee of the Contractor who is wanton, negligent, or discourteous in the performance of his duties, be removed from providing service to the Town or its residents under this contract.
4. Contractor shall make use of E-Verify for all new employees.
5. **ALL EMPLOYEES OF CONTRACTOR SHALL WEAR SHIRTS OR OTHER CLOTHING CLEARLY IDENTIFYING THEM AS EMPLOYEES OF THE CONTRACTOR.**

INSURANCE

1. **WORKER'S COMPENSATION INSURANCE:** The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation insurance for all employees and agents employed to carry out any work related to the Contract. This insurance shall conform to the requirements set forth in the Worker's Compensation Act of 1929 and all Acts amended thereto.
2. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** The Contractor shall maintain at all times public liability and property damage insurance insuring against all claims or damages for personal injury, including accidental death as well as from claims for property damage which may arise from the operations under the contract, whether such operation be by the Contractor or any sub-Contractor, agent or employee or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows: Public liability insurance in an amount not less than One Million (\$1,000,000) for injury to or death of one (1) person in any one occurrence, and in an amount not less than Three Million (\$3,000,000) for injury or death of all persons in any one (1) occurrence; and Property damage in an amount of not less than Two Hundred Thousand Dollars (\$200,000).
3. **CERTIFICATE OF INSURANCE:** The Contractor shall furnish to the Town, with its Bid, a certificate of insurance evidencing compliance with all the foregoing insurance requirements. Upon award of the contract, the Town shall be named as an additional insured on the Contractor's public liability and property damage policy(s), and shall be given at least ten (10) days prior notice of termination or non-renewal; and the successful bidder shall provide an updated Certificate of Insurance evidencing the Town as an additional insured, satisfactory to the Town.
4. **SURETY OR PERFORMANCE BOND:** The Contractor shall, at the execution of the contract, furnish to the Town a performance bond for the faithful performance of the Contract. The Performance Bond shall be in full force and effect for one (1) year, shall be renewed each year of the Contract, and shall be executed by a surety company licensed to do business in the State of Indiana and be in penal sum of ONE HUNDRED PERCENT (100%) of the estimated year's billing. Said bond shall indemnify the Town during the term of the Contract as it may be extended, against any and all loss resulting from failure of performance by the Contractor, not exceeding, however, the penal sum of the bond. The

performance bond must be renewable, unconditionally, for at least one additional year beyond the length of the executed Contract.

LIQUIDATED DAMAGES

The following acts or omissions shall be considered a breach of the Contract, and for the purpose of computing damages under the provisions of this section, it is agreed that the Town may deduct from payments due or to become due to Contractor, the following amounts as liquidated damages:

Commencement of residential collection prior to 8:00 a.m. or after 5:00 p.m., any exception requires Town approval.	\$500.00 per day
Failure to collect missed trash or recyclables within 24 hours after notification	\$25.00 per household
Collection on days other than specified	\$25.00 per household
Failure to provide quality performance required after notification (littering, discourteous behavior, leaks of hydraulic fluid, oil, or fuel, the spilling or discharge of any trash or liquid onto the Town streets or on private property, etc.) Leaks, spills, and discharge complaints must be resolved on the day they are reported.	\$500.00 per incident or actual cost of damages

The Town will deduct liquidated damages assessed from the monthly payments due the Contractor. Assessment of Liquidated damages by the Town will not operate to waive any other remedies the Town has under the contract for unsatisfactory performance, including termination of the contract.

TERMINATION FOR BREACH

The Town shall have the right to terminate the Contract in case of a breach, including but not limited to a breach for which liquidated damages are provided by the Contractor. If the Contractor fails to perform any part of the contract, the Town may serve written notice upon the Contractor and its surety, each at his official place of business, as stated in the contractual documents, stating in what way the Contractor has failed to perform and what the Contractor must do in order to comply with the terms of the Contract. The Contractor shall have ten (10) days to respond to the performance failure(s) in the notice; and if the Contractor does not do so in a manner satisfactory to the Town, the Town shall have the right to terminate the Contract. The Town may take over and complete the work by separate contract at the expense of the original Contractor and its Surety for any expenses in excess of the Contractor's price under this Contract.

COST OF LEGAL ACTION

Should the Contractor fail to perform in accordance with all terms of the Contract, and the Town is required to sue the Contractor in order to secure performance or for damage incurred by the Town because of the Contractor's failure to perform, the Contractor will pay all reasonable attorney's fees, litigation expenses, and court costs incurred by the Town in any legal action.

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BID FORM

2024 BID TO THE TOWN OF WHITELAND, INDIANA FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF GARBAGE, RUBBISH AND RECYCLABLES FROM THE TOWN OF WHITELAND, JOHNSON COUNTY, INDIANA

THE UNDERSIGNED BIDDER, having examined the Bid Packet documents, the Bid Specifications and Instructions to Bidders, and all addenda thereto, having informed itself of all conditions and factors, local and otherwise, which would affect the performance and completion of the work and its cost, and being acquainted with and fully understanding the extent and character of the work covered by this Bid and the Specifications called for and all other terms and conditions for the full performance of the Contract;

HEREBY PROPOSES to perform everything required to be performed and to provide and furnish, at its sole cost and expense, everything, including without limitation, all of the labor, tools, materials, expendable equipment, supplies, and fuel, transportation services, bonds, and insurance, required to perform and to complete in a good and workman-like manner all of the work required for the collection, removal, and disposal of all residential and municipal trash and recyclables, as provided in the Specifications, that may be produced, occur, or be within the corporate boundaries of the Town of Whiteland for a term of four (4) years, with the compensation to be determined according to the compensation schedule below. **Performance of the proposed contract will commence August 1, 2024**, all in strict accordance with the Specifications, which are made a part of the proposed contract for such work, and Contractor shall accept in full payment therefore the amounts of money determined by this Bid:

Compensation for the provision of residential trash (1 cart) and recyclable materials (1 cart) collection services (2 carts total), as provided in the Specifications, shall be at the rate of:

_____ Dollars per dwelling per month for the 1st year of the contract;

_____ Dollars per dwelling per month for the 2nd year of the contract;

_____ Dollars per dwelling per month for the 3rd year of the contract; and

_____ Dollars per dwelling per month for the 4th year of the contract.

Contractor shall provide additional trash or recycle cart(s) should a resident request an additional waste cart(s), at the following monthly rate per additional cart:

_____ Dollars per additional cart per dwelling per month for length of contract.

Alternate Bid 1 (Collection on days other than Monday/Tuesday):

In the event the Town is willing to accept collection services on the days of _____, rather than the days of Monday and/or Tuesday, in order to save costs, the rate for such alternate days is as follows:

Compensation for the provision of residential trash and recyclable materials collection services, as provided in the Specifications, except that the days of collection will instead be on the alternate days specified above, shall be at the rate of:

_____ Dollars per dwelling per month for the 1st year of the contract;

_____ Dollars per dwelling per month for the 2nd year of the contract;

_____ Dollars per dwelling per month for the 3rd year of the contract; and

_____ Dollars per dwelling per month for the 4th year of the contract.

Alternate Bid 2 (Recyclables collected only once a month):

In the event the Town is willing to accept recyclable collection services once a month on the 1st trash day of the month, rather than every other week, in order to save costs, the rate for such alternate days is as follows:

Compensation for the provision of residential trash and recyclable materials collection services, as provided in the Specifications, except for the frequency of recyclable collection, which will instead be collected monthly, shall be at the rate of:

- _____ Dollars per dwelling per month for the 1st year of the contract;
- _____ Dollars per dwelling per month for the 2nd year of the contract;
- _____ Dollars per dwelling per month for the 3rd year of the contract; &
- _____ Dollars per dwelling per month for the 4th year of the contract.

The trash collection service to be provided shall include monthly “heavy” trash pick-up on the 1st pick-up of each month. All recyclables will also be picked up every other week (or monthly, if the alternate is accepted). Residents will be allowed to place heavy trash items (furniture, appliances, etc.) that have been properly prepared at the curb for collection along with their trash and recyclables on the 1st trash day of the month.

Any alternates that a bidder desires to include must be set forth as a voluntary alternate, based on normal practice of the particular bidding contractor.

Any voluntary alternates will be depicted for a 1, 2, 3 & 4 year period, for each voluntary alternate.

BIDS ARE DUE IN THE CLERK-TREASURER'S OFFICE, AT 549 MAIN STREET, WHITELAND, INDIANA 46184, NO LATER THAN 11:00 A.M. ON THURSDAY, MAY 9, 2024. ALL BIDS SUBMITTED TIMELY WILL BE OPENED AND READ ALOUD DURING THE SPECIAL MEETING OF THE WHITELAND BID OPENING COMMITTEE AT 11:00 A.M. ON THURSDAY, MAY 9, 2024, AND ANY BIDS SUBMITTED AFTER THE 11:00 A.M. DEADLINE WILL BE DISALLOWED AND RETURNED UNOPENED.

Name of Bidder (Company): _____

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____

**TOWN OF WHITELAND
2024 CONTRACT FOR COLLECTION, TRANSPORTATION, AND
DISPOSAL OF TRASH AND RECYCLABLES**

This contract (“Contract”) is entered into by and between the **Town of Whiteland, Indiana**, hereinafter referred to as “Town,” and _____, hereinafter referred to as “Contractor,” as of the date of Contractor’s execution of this Contract below, which is the _____ day of _____, 202__ (**the “Effective Date”, to be filled in by the Contractor with the date this Contract is signed by the Contractor**), as follows:

1) The Invitation for 2024 Trash Contract Bids, the 2024 Town of Whiteland Trash and Recyclables Collection and Disposal Specifications and Instructions to Bidders (the “Specifications”), all Addenda to the Specifications, Contractor’s Bid Form, Contractor’s Form 96, and the Notice of Award issued to Contractor are each hereby incorporated by reference into this Contract. In resolving conflicts, errors, discrepancies and disputes concerning the rights and obligations of the Town and Contractor, the document expressing the greater quantity, quality, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the Town shall govern; otherwise this Contract document shall control.

2) Scope and Term of Work. Beginning on August 1, 2024, and continuing through July 31, 2028, Contractor shall collect and dispose of all trash and recyclables from all residential dwellings within the Town, from all the Town’s municipal buildings, and from the Town’s Dumpsters, as provided in and in strict compliance with this Contract and the Specifications. **Collection of trash and recyclables shall take place strictly between the hours of 8:00 a.m. and 5:00 p.m. on any day of collection.** The Contractor shall contact the Town immediately if a delay or re-scheduling is required.

a) Collection of trash and recyclables from dwellings is limited to the following:

- i) Contractor shall provide one (1) 96 gallon waste cart and one (1) 96 gallon recycle cart per dwelling.
- ii) Except as otherwise provided herein and in the Specifications, Contractor shall collect trash from each dwelling, once per week, according to a regular schedule of collection, on each Monday or Tuesday, only that amount of trash that fits inside the 96 gallon waste cart with the lid closed. **There will be no container limit for each week following Thanksgiving and Christmas, and during those weeks Contractor shall collect all additional trash that is contained in trash bags placed near the waste cart.**
- iii) Except as provided for herein and in the Specifications, Contractor shall collect recyclables from each dwelling, according to a regular schedule of collection on every other Monday or Tuesday, only that amount of recyclables that fit inside the 96 gallon recycle cart with the lid closed.
- iv) Additional trash and recycling will be collected by the Contractor if the resident requests an additional waste or recycle cart, at an additional cost of \$_____ per cart per dwelling per month.

v) Monthly heavy trash collection will be provided on the first collection day of each month. On such days, customers may place heavy items (such as furniture, appliances, etc.), that have been properly prepared, at the curb for collection along with their weekly trash and recyclables.

b) The Contractor shall provide recyclable carts and waste carts for the Town as needed for all municipal buildings along with up to four (4) dumpsters to be located as provided in the Specifications, and shall collect Town trash and recyclables at least once per week; however, some dumpsters and/or carts may require collection more often. Contractor will collect from Town dumpsters and carts on days and times set by the Town's Director of Administration. The Town's dumpsters and/or waste and recyclable carts may be located, in the Town's discretion, at the Waste Water Treatment Plant and the Street Garage, and as otherwise determined by the Town's Director of Administration. It will be the responsibility of the Contractor to contact the Town in order to ascertain the location of the carts and dumpsters.

3) Contract Price. Contractor shall provide all services as provided in the Specifications and shall invoice the Town as follows:

August 1, 2024 to July 31, 2025:	\$ _____/dwelling unit per month
August 1, 2025 to July 31, 2026:	\$ _____/dwelling unit per month
August 1, 2026 to July 31, 2027:	\$ _____/dwelling unit per month
August 1, 2027 to July 31, 2028:	\$ _____/dwelling unit per month

4) **Anti-Discrimination.** In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.

5) **Employee Work Eligibility; E-Verify Enrollment** - Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program unless the E-Verify program no longer exists. Contractor shall sign and deliver to the Town the affidavit attached as Attachment A, affirming that the contractor does not knowingly employ any unauthorized alien.

6) **No Investment in Iran** - As required by IC 5-22-16.5, by executing this Contract Contractor certifies that it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future agreements, as well as an imposition of a civil penalty.

7) **Applicable Law** - The Contract is to be performed and interpreted in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Any action pursuant to this Contract shall be brought and tried in a court of competent jurisdiction in Johnson County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances and all provisions required thereby to be included herein are hereby incorporated by reference.

8) Severability and Waiver - If any provision of this Contract or its application to any person or circumstance is adjudged invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Contract or the application of such provision to other persons or circumstances will not be affected by such adjudication, and a suitable and equitable provision shall be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of the provision and this Contract. Failure of either party to insist on strict compliance with any provision of this Contract shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Contract.

9) Notification - All notices required or permitted to be given hereunder shall be in writing and delivered either in person, by email, by a nationally recognized overnight delivery carrier, or by certified mail, return receipt requested, with additional copy delivered simultaneously by email, if such delivery information is known by the sender, to the parties at their respective addresses set forth below, or at such other address as notice of which may have been given to the other party in accordance with this Section.

To Owner: **Carmen Young, Director of Administration**
Town of Whiteland
549 Main Street
Whiteland, Indiana 46184
Email: cyoung@whiteland.in.gov

To Contractor: _____

Any notice given in accordance with this section shall be deemed to have been duly given or delivered: a) on the date the same is personally delivered to the recipient as evidenced by a duly acknowledged written receipt, b) on the date the same is received by the recipient as evidenced by a returned postal receipt, c) on the date the recipient delivers a non-automated email message acknowledging receipt of the notice by email or otherwise, or d) on the day the notice is timely deposited with a nationally recognized overnight delivery carrier for delivery on the next business day.

10) Authority to Bind Contractor – Contractor warrants that it has the necessary authority to enter into this Contract. The signatory for Contractor represents that he/she has been duly authorized to execute this Contract on behalf of Contractor and has obtained all necessary or applicable approval to make this Contract fully binding upon Contractor when his/her signature is affixed hereto.

11) Taxpayer Identification Number – Contractor shall provide the Town with completed Form W-9 Request for Taxpayer Identification Number at the time of execution of this Contract.

12) Counterparts - This Contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument. For purposes of this Contract, signatures by facsimile (including e-mail

with a .pdf copy of the executed instrument attached) shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Contract is being executed by duly authorized representatives of the parties hereto.

TOWN OF WHITELAND, INDIANA

Signed: _____
Carmen Young, Director of Administration

Date: _____

Attest:

Signed: _____
Melissa A. Fraser, Whiteland Clerk-Treasurer

Date: _____

Contractor: _____

Signed: _____

Printed: _____

Date: _____

PERFORMANCE BOND
Bond No. _____

Instructions:

- Contractor must use this form or such other form with the same material conditions and provisions if approved by Owner in writing.
- Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
- Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

Town of Whiteland, Indiana _____
549 Main Street _____
Whiteland, IN 46184 _____

CONTRACT

Date: _____, 20____ (Date Contract was signed by Contractor)

Description (Name and Location): _____

BOND

Date: _____, 20__

Amount: \$ _____

Modifications to this Bond Form: _____

EXECUTED:

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

Company: _____

Signed By: _____

Signed By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

(FOR INFORMATION ONLY - Name, Address, and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer, or other party):

Name: _____

Name: Carmen Young, Director of Administration

Address: _____

Address: 549 Main Street

City & State: _____

City & State: Whiteland, IN 46184

Telephone: _____

Telephone: (317) 535-5531

1. By executing and delivering this Bond, the Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference, in accordance with the terms contained herein.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. The Surety's obligation under this Bond shall arise after:

- 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the agreement. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense, perform one of the following two alternatives:
- 4.1 Perform the alternative listed below that is chosen by the Owner:
 - 4.1.1 Arrange for the Contractor to perform and complete the Contract; or
 - 4.1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.1.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for an agreement for performance and completion of the Contract, arrange for an agreement to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 resulting from the Contractor's default.
- Or,
- 4.2 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 4.2.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.2.2 Deny liability in whole or in part and notify the Owner citing the reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.2, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elected to act under Subparagraph 4.1 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work, completion of the work to be performed under the Contract, and fulfillment of all other terms of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, including such costs resulting from the actions or failure to act of the Surety under Paragraph 4;
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor;
 - 6.4 All reasonable attorney's fees and court costs incurred by the Owner to enforce this Bond; and
 - 6.5 Interest at the maximum legal rate from the date of demand following Surety's failure to satisfy its obligations, pursuant to this Bond.
7. Any suit, action, or proceeding, legal or equitable, under this Bond shall be tried in a court of competent jurisdiction in the location in which the work or part of the work is to be permanently located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the maximum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
8. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction is to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. If any provision of this Bond or its application to any person or circumstance is adjudged invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Bond or the application of such provision to other persons or circumstances will not be affected by such adjudication. If any provision or application of this Bond is invalid or unenforceable, then a suitable and equitable provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of this Bond, including the invalid or unenforceable provision. This Bond shall be liberally construed to accomplish the intent and purpose of the Bond.
9. Definitions.
- 9.1 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.
 - 9.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform, or otherwise to comply with the terms of the Contract, for which Owner has declared a Contractor Default in a writing delivered to the Contractor.
 - 9.3 Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
10. Notice to the Surety, the Owner, or the Contractor shall be mailed, or delivered to the address shown on the signature page. No modification, omission, or addition to the terms and conditions of the Contract (including plans, specifications, drawings, or profiles related thereto); no defect in the Contract; and no defect or irregularity in the Contract, shall operate to release or discharge the Surety. No delay by the Owner in enforcement of the Contract or this Bond shall in anyway affect the Surety's obligations pursuant to this Bond. Surety hereby waives notice of any such change, including changes of time, alteration, or addition to the terms of the Contract or to related subcontracts, purchase orders, and other obligations, or to the work. No final settlement between the Owner and the Contractor shall abridge any right of the Owner hereunder as to any claim that may remain unsatisfied.