Form B - 6

TOWNSHIP OF MAIDENCREEK, PENNSYLVANIA
CONTRACT

NOTE; This contract is not to be filled in until contract is awarded.

THIS AGREEMENT, made and concluded this 8th day of October, in the year two thousand and 18, by and between the Township of Maidencreek, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the Township of Maidencreek, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of October 2, 2018 and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, necessary or proper for the purpose of discharging it's obligations as Authorized hauler pursuant to the Maidencreek Township Recycling Ordinance, Ordinance 192 (the Ordinance) and carrying out all the work specified in the bid documents, the ordinance and the Regulations promulgated pursuant thereto and embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractor; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; the Ordinance and Regulations; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The Township shall pay the Contractor for the performance of the contract, subject to additions and deductions provided therein, in lawful money as follows:

Option #1 Collection & Transportation of Recyclables N/A

Option #2 Processing & Marketing of Commingled Materials N/A

Option #2 Processing & Marketing of Mixed Paper N/A

Option #3 Collection, Transportation, Processing & Marketing of Recyclables $248,520.00 (2 yrs.amt.)
(complete whichever applies)

Form B - 6

TIME AND MANNER OF DOING WORK. The party of the second part agrees to commence the work to be done under this contract, upon receiving written notice to proceed from the Township and to complete the entire work during the contract period as stated in the Specifications it being expressly agreed and understood that the time is considered to be the essence of this contract.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Township a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Township all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on Contractor's Bid dated September 13, 2018.

IN WITNESS WHEREOF, the said Township of Maidencreek has caused this Agreement to be executed by the Chairman of the Board of Supervisors and its corporate seal to be hereunto affixed, duly attested by the Township Secretary, and the party of the second part.

the day and year first above written.

TOWNSHIP OF MAIDENCREEK

BY: _____
Chairman

ATTEST:

_____
Township Secretary

Signed and Sealed in the Presence of

Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons

_____ CONTRACTOR

Pasquale N. Mascaro PRESIDENT

Michael Mascaro SECRETARY