

**TOWN OF WAREHAM
Office of the Town Administrator
50 Marion Road
WAREHAM, MASSACHUSETTS 02571**

2021

CURBSIDE COLLECTION OF REFUSE AND RECYCLABLES AGREEMENT

For the Town of Wareham Massachusetts

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TOWN OF WAREHAM
54 Marion Road
Wareham, Massachusetts 02571

Article 1. Overview

1.01 Description of Contract

The Contractor shall provide the Town of Wareham with Automated curbside municipal solid waste, and recyclable material collection, transportation for processing and disposal services for recyclables. The Town desires a containerized collection program. The term will be one five (5) year period commencing on April 1, 2021 and ending March 31, 2026, subject to annual appropriation with options for up to five additional annual renewals.

1.02 Community Profiles

The Town of Wareham is a suburban community with a population of approximately 22,000 people living in approximately 8,200 households. There are currently approximately 190 miles of road in the Town of Wareham, which occupies approximately 46 square miles. A street map is included in Appendix A.

1.03 Exemption from Commonwealth of Massachusetts, General Laws, Chapter 30B

The provision of solid waste and recyclables collection services are exempt from the Chapter 30B process and this document, while resembling certain portions of the Chapter 30B process, is not intended to comply with the 30B process. Furthermore, the Town of Wareham reserves the right to award the contract to other than the lowest applicant, and to negotiate contract prices with any applicant. The Town of Wareham also reserves the right to reject any and all responses, if it is in the best interest of the Town of Wareham to do so, and to cancel this procurement process at any time.

Article 2. Definitions

ACCEPTABLE WASTE – Municipal solid waste. However, in no event shall Acceptable Waste include Unacceptable Waste as defined below.

AGENT – The agent of the Town Administrator of Wareham duly appointed by the Town Administrator.

AUTOMATION – Use of mechanized system (fully-automated or semi-automated) for the curbside collection of solid waste and recyclables. Requires use of specialized collection vehicles and compatible curbside containers, i.e. lift-capable carts, to maximize efficiency.

BURNABLE BULKY WASTE – Non-metallic waste which is difficult to manage, and includes but is not limited to mattresses, box springs, couches, upholstered furniture, carpeting and the like that is accepted by the Disposal Facility designated in Article 6

CONTAINER – A receptacle for solid waste (65 gal) or recycling (95) . For the purposes of curbside collection of municipal solid waste and recyclables, a container shall mean a wheeled cart (with capacity of 96 gallons or less).

CONSTRUCTION DEBRIS – Non-hazardous solid wastes, free of asbestos, generated from the construction and/or demolition of buildings, structures, roadways, etc. These wastes typically include lumber, sheetrock, plaster, brick, mortar, concrete, glass, insulation and the like.

CONTRACT DOCUMENTS - Contractor's Performance Bond, Contract and any addenda or changes to the foregoing documents agreed to by the Town and the Contractor.

CONTRACTOR - The Company or Corporation receiving the Contract for Municipal Solid Waste Services and/or Recycling Services with the Town of Wareham

CURBSIDE PICKUP - Refers to wheeled carts placed at the curb or at a point no further than five (5) feet from the back of the curb. Pick-up of these items placed more than five (5) feet from the back of the curb shall not be included in this Contract. In areas where there are no curbs, curb pick-up shall refer to items placed no further than five (5) feet from the edge of the traveled roadway.

DIRECTOR of MUNICIPAL FACILITIES - The Director of Wareham Municipal Facilities or designee.

DISPOSAL FACILITY – The facility known as Covanta Energy - SEMASS, Rochester MA, or any duly permitted disposal facility approved by the Town or similar distance (+25 miles from the geographic center of the Town)

HOLIDAY - The term "holiday" when used in connection with days of collection, shall include Sundays in addition to the following holidays: New Year's Day, Martin Luther King's Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day or other such agreed upon in writing by the Contractor and the Town.

HOUSEHOLD - The single residential unit within a single or multi-family complex up to and including three (3) unit dwellings.

METAL – All scrap metals excluding curbside container recyclables.

MUNICIPAL COLLECTION PROGRAM – Program that collects solid waste and recyclable materials from residential subscribers and schools.

MUNICIPAL SOLID WASTE (MSW) or Refuse – Rubbish, trash, garbage, refuse or waste generated from within the home, not including bulky waste recyclable materials or construction materials or hazardous waste material or construction and demolition material from remodeling. This does not include household, basement, attic or garage cleanouts. In the cases previously defined, the resident or property owner must contract to rent a dumpster for the time necessary to complete the cleanout and be responsible for payment of the rental and hauling charges. Arrangements can be made with any trash provider. Disposal of such materials must be made in compliance with State and Local regulations. In no event shall Municipal Solid Waste mean or include Unacceptable Waste.

PREVAILING WAGE RATES - Wage rates for workers paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries

PROCESSING FACILITY - The facility where the recyclable material described in this Contract shall be taken by the Contractor for processing and marketing.

RECYCLABLE MATERIAL - Material that has the potential to be recycled and which is not commingled with non-recyclable solid waste or contaminated by significant amounts of toxic substances as per 310 CMR 19.006. Items listed on the State of Massachusetts Recycle Smart Program.

RESIDENTIAL UNIT – A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than three (3) families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. An apartment or condominium structure whether of single or multi-level construction, consisting of three (3) or less contiguous or separate single-family dwelling units and bordering an accepted street, private street, or street that was planned for future acceptance by the Town, shall be treated as a residential unit.

SCHOOLS - The schools listed in Appendix B.

SEMI-AUTOMATED – An automated system utilizing additional workers in addition to the driver.

SINGLE STREAM – Fully commingling all curbside recyclable materials (glass/plastic/metal containers) in one collection container.

TOWN - The Town of Wareham

TOWN Administrator – The Town Administrator of Wareham and his/her designee.

UNACCEPTABLE WASTE - All hazardous waste, those items banned from disposal as per 310 CMR 19.017, those items covered under the mercury disposal prohibition 310 CMR 76.00, all solid waste rejected from a disposal facility, ineligible commercial trash, stones, rocks, automobile parts, sewage wastes, construction and demolition debris.

WHITE GOODS - Stoves, refrigerators, water coolers, bubblers, dishwashers, clothes dryers, washing machines, freezers, air conditioners, dehumidifiers, microwaves and any items containing pressurized Freon. White Goods shall be classified as either Freon containing or non-Freon containing types.

YARD WASTE – deciduous and coniferous seasonal deposition (e.g., leaves), grass clippings, weeds, hedge clippings, garden materials and brush.

Article 3. Contract Terms

3.01 Recycling and Solid Waste Collection

Solid Waste Collection: The Contractor shall provide for the collection of municipal solid waste from all residential homes, inclusive of eligible multi-families (up to 3 family dwelling units) Municipal Facilities and Schools, in the Town of Wareham in compliance with all applicable State and Local laws, regulations and waste bans.

The solid waste collection Contractor shall **not** pick up as part of the residential solid waste stream any banned material including the following:

- Solid waste that is not located in a Town Container with closed lid.
- Construction and building materials including asphalt, brick, concrete, cement and gravel, or metal.
- Leaf and yard waste, sod, landscaping and tree debris and tree stumps
- Automobile parts, or batteries, engines, doors, body pieces, etc.
- Televisions and computers: including, Cathode Ray Tubes (CRTs), computer monitors, flat screen models and laptops
- Waste Ban Materials as defined by 310 CMR 19.017 and subsequent amendments during terms of the contract; including visible recyclables, cardboard, paper, plastic, glass, metal, fluorescent lamps, etc.
- Appliances or White Goods or Freon containing products
- Hazardous Waste Products
- Bulky Waste

Recyclable Materials Collection: The Contractor shall provide for the collection of recyclable materials from all residential subscribers, inclusive of eligible multi-families-and schools within the Town of Wareham, in compliance with all applicable State and Local laws, regulations and waste bans.

Recyclable Materials to be collected shall include, as a minimum:

- Newspapers and advertisement inserts, magazines, catalogues
- Telephone books, paperback books, and books (hard cover removed)
- Junk mail and envelopes (all types)
- Paper of all color, staples and paperclips may be attached

- Brown paper bags
- Paperboard, such as cereal and shoeboxes
- Corrugated cardboard
- Glass bottles and jars of all colors
- Plastic bottles and containers marked #1-#7
- Aluminum, such as cans, foil and trays
- Metal: steel, tin, and empty aerosol cans, and lids

Schools: Contractor shall provide collection of solid waste and recyclable materials from schools listed in Appendix B. The Contractor shall be responsible for providing and maintaining dumpsters for schools at no additional cost above the contracted price (see Appendix B).

3.02 Solid Waste Disposal

The Contractor shall transport to and unload all refuse collected under this contract at the Covanta Energy – SEMASS Disposal Facility in Rochester, Massachusetts; or other facility of equal or similar distance (+25 miles from the geographic center of the Town) as designated by the Town, or another mutually agreed upon facility.

3.03 Recyclable Materials Processing

The Contractor shall transport to and unload all recyclables collected under this contract for the duration of this contract to a processing facility as determined in Article 7.01. The Contractor shall receive title to all acceptable recyclable material upon its collection. The Contractor shall be responsible for the marketing of all recyclable materials collected pursuant to this contract.

3.04 Containers

The Contractor shall provide each eligible residence a 65-gallon container for automated/semi-automated collection of refuse collection and a 96-gallon container for automated/semi-automated collection of recyclables. As an option the Town may reduce the 96 gallon recyclable container to 65 gallon container for some residents. A list will be provided to the contractor and after contract signing. All containers shall be compatible with the collection vehicle/equipment utilized by the contractor.

The Contractor is responsible for initial cost, distribution and subsequent maintenance and/or replacement of totes during the contract period. The container shall be delivered to the customers a minimum of one week prior to the effective date of the contract.

The Contractor will be responsible for the cost of purchase, assembly, delivery, and maintenance of the container at the request of the Town Official. The Contractor will have a short supply of additional carts for new residents or destroyed carts for which the contractor has been determined by the Town to have had no responsibility for the damage. The contractor shall be responsible for repair or replacement of carts that the have been damaged

due to contractor activities or require repair due to normal wear and tear.

Containers shall have wheels and a hinged lid, and be manufactured by a reputable company that has been in business for more than 5 years. Container colors shall be approved by the Town prior to ordering. It is expected that the refuse and the recycling containers will be contrasting colors.

Each recycling and refuse container shall contain labeled MSW or Recycling with different color lids for easy recognition.

The contractor is required to provide an accounting and identification of carts as well as location dropped off to the Town.

Contract is based on 8200 households.

Article 4. General Information

4.01 Start Date

The Contractor shall commence work under the terms of this Agreement and as described in the Contract Period. If delays are caused by acts of God, acts of government or state, extra work or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to additional time wherein to perform and complete this Contract on his part as the Director of or designee shall certify in writing to be just.

4.02 Collection Route

Collection routes shall be established by the Contractor and provided to the Town's six weeks prior to the beginning of Contract. Approval by the Town's will be within 2 weeks from the submittal. All changes in or deviation from routes and schedules made by the Contractor must receive prior written approval of the Director of Municipal Maintenance or designee. Five (5) route maps must be provided to the Town at least one month prior to the beginning of the contract also in a format acceptable to the Town's GIS.

Throughout the life of the contract, the Contractor is expected to service residents in more or less the same order each week. It is the Contractor's responsibility to return for any missed pickups if materials were missed due to change in time of collection that was not approved by the Director of Municipal Maintenance or designee in writing.

Should the Contractor, at any time, request an alteration in routes or schedules, it shall be the sole responsibility of the Contractor to notify all affected residents of the changes as described in Paragraph 4.03.

The Director of Municipal Maintenance shall provide the contractor with a list of each residential street address that the contractor is to collect from, and the number of dwelling units at each street address, and such list shall be updated annually, or such other time period

as determined by the Director of Municipal Maintenance.

4.03 Communication with Residents

Communication with residents during the life of the Contract, should there be changes in the route, schedule, or collection of materials made at the request of the Contractor, shall be distributed by the Contractor in the form of written information to all residents indicating the changes at the Contractor's sole expense. All material must be approved by the Town. The Communication shall be provided in both written and digital format suitable for posting on the Town's websites a minimum of 5 business days before the post is to be scheduled.

4.04 Municipal Facilities and School Collection

The Contractor will provide containers, collect, remove, properly dispose of municipal solid waste from each of the containers and Municipal facilities listed in Appendix B. Also, from the schools

The Contractor agrees to make collections from each of the Municipal Facilities and the schools at the frequency specified in Appendix B. This schedule shall not be changed without the prior written consent of the Director of Municipal Maintenance or designee. Failure of the Contractor to maintain said collection schedule may be considered breach and default of this Contract.

At any time during the term of the Contract, the Town may, at its sole discretion, delete entirely pickups from any or all locations listed in Appendix B. The new cost would show on the next month's invoice.

No collection from Municipal Facilities and Schools shall occur before 7:00 AM or after 5:00 PM without prior approval of the Director of Municipal Maintenance or designee. During the school year, collection may not occur within one-half (1/2) hour of arrival or dismissal time.

The Contractor shall provide and be responsible for the maintenance and repair of all containers provided.

All containers shall be kept in a neat, clean, and relatively odor-free condition. The Contractor as needed should clean tops of the containers. Any broken, damaged or missing receptacles must be repaired or replaced immediately. It is the Contractor's responsibility to wash or otherwise clean the containers, if such condition arises, at no additional cost to the Town. All containers are to be deodorized upon request.

All refuse or recyclable materials must be containerized.

The Contractor will take adequate precautions to protect all property (buildings, shrubs, lawn, pavement, vehicles, or other items or areas that are within school boundaries) from any damage and will be responsible for any such damage caused as a result of this service.

4.05 Holiday Collection

When a scheduled collection day falls on a holiday, there shall be no collection on that day. Collection for those days and all remaining days of the week shall occur one day later. The holiday schedule shall be published by the Contractor in literature distributed annually as described in Section 4.10. The contractor is only responsible for notification if it is a change from the original calendar, not each time there is a Holiday. The notification can be on the Town's website and Facebook page.

4.06 Inclement Weather

Ordinary snow and rain shall not be cause for omissions of the collection of solid waste and/or recyclable materials in accordance with the provisions of this Contract. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, hurricanes and the like (see Article 10.05, Force Majeure), and then only with prior approval of the Director of Municipal Maintenance or designee.

4.07 Equipment

General:

The Contractor shall be responsible for the purchase and/or leasing and maintenance and repair of all vehicles and equipment necessary to adequately and efficiently perform the obligations specified in this Agreement.

Upon execution of this Agreement and every year thereafter, the Contractor shall provide to the Town, a list of equipment to be used by the Contractor to provide the services covered by this Agreement. The list shall contain, at a minimum, vehicle identification number, license number, make and model, model year, years in service, front line or backup, payload capacity, and date of purchase or initial lease.

All vehicles used in the collection and transportation of solid waste or recyclable materials shall be of sufficient size and capacity to operate efficiently. Collection trucks shall, at all times, be equipped with working cell phones that can be in direct contact with the Wareham Highway Department.

If Contractor cannot complete work within the timeframes allowed in the Contract, the Town shall have the power to order the Contractor to increase the number of vehicles. If upon receipt of such order, the Contractor fails to comply with such order within ninety (90) days, such failure shall constitute a breach of the Contract, and the Contractor shall forfeit in the form of liquidated damages the amount as listed in Appendix D for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Town, but not placed in service by the Contractor.

Back Up Equipment:

The Contractor shall maintain sufficient back-up collection equipment to ensure uninterrupted collection service during the term of this Agreement.

Vehicle Condition, Maintenance & Repair:

The Contractor shall maintain collection equipment in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in a satisfactory condition.

All vehicles and equipment including backups used in the collection and transport of materials under this Agreement shall be functionally equivalent and compatible with new equipment.

Vehicle Appearance & Signage:

All collection vehicles and equipment shall be in accordance with all applicable laws, rules and regulations, including, without limitation, the Massachusetts Motor Vehicles Code. The Contractor's name, telephone number, vehicle number, The Contractor may substitute another method of tracking the vehicles such as GPS tracking so that, if requested, the Contractor can account for the vehicles whereabouts during its use in the Town's.

Licenses & Registration:

All drivers and vehicles shall maintain at all times current license and registration as required by all applicable laws, rules and regulations, including, without limitation, the Massachusetts Department of Motor Vehicles and the Massachusetts Department of Transportation.

Environment and Safety:

The Contractor is responsible for ensuring that audible back-up alarms, as required by state law, are functioning properly at all times. The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations, unless such roads are declared by the Director of Municipal Maintenance or designee to be impassable.

Bodies for the trucks to be used in the collection and transportation of solid waste shall be enclosed and shall be watertight, readily cleanable and sanitary.

All equipment used for the collection or hauling of solid waste or recyclable materials shall be thoroughly cleaned and scrubbed both inside and outside, and sprayed with such deodorizing or sanitizing material as may be deemed proper by the Town's at least once each week. All vehicles, conveyances, containers, and all other equipment of whatever nature that is used by the Contractor shall be kept and maintained in a sanitary condition and well repaired and as clean as reasonably possible. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety, appearance, and subject to approval or rejection by

the Town at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible. Weather dependent

4.08 Care of Citizens and Municipal Property

The Contractor shall use its best efforts to see that its personnel handle the wheeled containers with care so that they are not damaged. The carts are to be returned right-side-up, in a standing position and in the approximate place where found. The Contractor shall use care in returning empty carts to the curbside or off the edge of the traveled road. Carts shall not be placed back in driveways, in front of mailboxes or on paved portions of roadways. Under no circumstances are carts to be thrown or allowed to roll out into the street.

The Contractor shall repair or replace the damaged or destroyed carts. The contractor shall be responsible for repair or replacement of carts that have been damaged due to contractor activities or require repair due to normal wear and tear.

The Contractor will take adequate precautions to protect all residential and municipal property from any damage and will be responsible for any such damage caused as a result of this service. Any damage done to property by the Contractor's personnel during collection and haul shall be promptly repaired or paid for by the Contractor, or may be repaired by the Town and the cost deducted from any payment due the Contractor under the terms of this Contract.

4.09 Daily Contact and Managing Agent

The Contractor shall provide a publicly published local telephone number. Supervisory-level personnel capable of responding to and solving complaints concerning rubbish collection shall staff the telephone. This telephone shall be staffed from 8:00 a.m. to 4:30 p.m. each day of collection, or later if packers are still on the routes; and shall record messages or complaints 24 hours a day when not staffed outside of said hours. The telephone number shall be published as a "24-Hour Hotline" on all calendars and other educational materials furnished by the Contractor, as well as other information so that residents can properly file complaints.

Calls from residents or the Town shall be received in a courteous manner and shall resolve all complaints in an expeditious manner.

The Contractor shall also designate in writing to the Director of Municipal Maintenance or designee a "Managing Agent" upon whom all notices may be served by the Town. Service of such notice upon the Managing Agent shall always constitute service upon the Contractor. The Managing Agent shall oversee the collection, transport and, where applicable, disposal and processing of solid waste and/or recyclable materials from the Town.

All complaints shall be promptly investigated and then responded to in writing on the complaint form by the Managing Agent.

4.10 Outreach Sponsorship

The Contractor will sponsor education and outreach efforts for program participation and recycling. At a minimum, the contractor will:

1. Develop, print and mail an introductory postcard/flyer to announce the new program to residents, mailed approximately 45 days prior to delivery of automated carts.
2. Dispense basic start up literature to residents about how, what and why to recycle and what collections are scheduled for their address. Provide the "do and don't" about each recyclable material in preparation for placing in container.
3. Maintain, annually, residents' awareness of the recycling program and to remind them to continue participating.
4. Calendars are to be distributed in December for the following calendar year indicating the recycling week. Calendars shall include holiday schedule in addition to recycling weeks.

All of the above must be approved by the Town of Wareham prior to implementation. All published materials for this contract shall contain the 24-Hour Hotline information.

The Contractor will also sponsor annual education and outreach efforts for program participation and recycling, such as; participating in community events; or educational presentations by a professional at Senior Centers, Library and elementary schools during each year of the contract; or assistance in funding for outreach or technical assistance. The Contractor shall assume participation in 2 events annually.

4.11 Meeting Between Contractor and Town

The Contractor or Managing Agent shall be available to meet with the Town as needed to review Contract performance and customer complaints and resolutions, including a list of all notices left. An annual performance review may be conducted prior to the end of each contract year.

4.12 Inspection and Reports

The collection Contractor shall be required to keep accurate weights of collected materials. The Contractor shall submit to the Director of Municipal Maintenance or designee, on a monthly basis (attached to invoice), accurate weigh slips, with a summary report for solid waste and recycling, showing the quantity (in tons) of materials collected.

The Town shall have the right at any time, upon reasonable notice (at least 4 hours), to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall promptly furnish the Town full and complete written reports of operations under this Contract in such detail and with such information as the Town may reasonably request.

At the Town's option, the Town may require the Contractor's collection vehicles to be weighed, prior to the commencement of all collections pursuant to this Contract and following all such collections to determine the tonnage collected.

In addition, at the discretion of the Town, the Contractor may be subjected to periodic weigh-ins of materials at certified scales within a ten (10) mile radius of the Town of Wareham. The Director of Municipal Maintenance or designee will select the time and place for weigh-ins. The Town will pay any direct cost incurred for the use of the scales. The Contractor will incur all other costs of the weigh-ins.

4.13 End of Route Reporting

All service requests for pickup reported to the Contractor before the relevant collection vehicle has left Town shall be responded to on the same day, unless otherwise mutually agreed by the Town and the Managing Agent. After responding to any such service request, the Managing Agent or the driver of the collection vehicle must report in writing on the service request/complaint form (TBA), no later than the following collection day.

The Contractor shall maintain daily logs regarding pick up exceptions, damaged carts, non-compliance and any issues relating to the trash and recycling route. This includes time, date, and address of incident. If any collection vehicle is unable to perform collections at any addresses for any reason, or is delayed in completing their collection route for any reason, the Managing Agent or the drivers must notify Wareham Highway Department immediately of the difficulty. The Managing Agent shall make whatever arrangements are necessary at the Contractor's sole expense to ensure that all portions of that day's collection route are picked up on the scheduled day for collection. Daily logs are to be submitted electronically to the Town.

4.14 Audit

This section is deleted.

4.15 Complying with Directions

The Contractor shall comply with any and all directions that may from time to time be given by the Director or designee regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town may deem advisable for the improvement of the solid waste or recyclable materials collection. If there is a disagreement on costs the contractor can submit a change order request for the Town's review.

4.16 Complaints and Individual Collections

The Contractor shall make any collections in individual cases arising out of complaints or otherwise, and shall comply with all orders and instructions of the Director or designee regarding collection routes, order of collections within a route, type and condition of vehicles and equipment, and other like matters which the Director or designee deems advisable for the improvement of the service rendered to the Town. The Contractor shall assure that collections are made in accordance with the provisions of the Contract. The Contractor shall also check complaints and make immediate collection as required.

If determined to be necessary by the Town, the Contractor shall also have a so-called "chase" vehicle that will inspect and follow each collection route daily to better assure quality control until the Town determines that this is no longer necessary.

The Contractor shall be responsible for coordination of enforcement procedures between the Town and residents regarding materials to be recycled, appropriate set out units, participating requirements, etc.

4.17 Materials from Other Sources

The Town-contracted solid waste hauler shall not pick-up refuse or recyclable material from any other source or mix the same with refuse or recyclable material collected on behalf of the Town.

4.18 Contaminated Materials

It is the CONTRACTOR's responsibility to ensure that contaminated recyclables set-out for pick-up (which are visible to the collector) are not collected. Provided that the Town is notified at the time that the load is rejected, if recyclable materials delivered to the processing facility are determined, by the processing facility's representative, to be contaminated, TOWN shall be responsible for all costs associated with disposal, provided that the CONTRACTOR shall notify the Town of the dates, disposal sites and tonnage of unacceptable recyclable material.

4.19 Hazardous Materials

Hazardous materials such as the following shall not be collected under this Contract:

- a. Gasoline and waste oil.
- b. Liquid oil-based paints, turpentine, paint thinners and shellac.
- c. Pesticides.
- d. Auto batteries.
- e. Explosives.
- f. Propane tanks and gas cylinders.
- g. PCBs and radioactive waste containers.
- h. Other materials designated hazardous by DEP or EPA.
- i. Medical wastes.

4.20 Ownership of Recyclable Materials

All **acceptable** recyclable materials shall be the property of the collection Contractor once collected from the curb. It shall be the Contractor's responsibility to provide quality control for processing of all materials collected.

4.21 Employees

The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside the Town of Wareham any incompetent or discourteous

employee when ordered to do so by the Director of or Municipal Maintenance designee. The Contractor shall not again employ, on work within the Town of Wareham, any employee dismissed or transferred under the foregoing provisions without the consent of the Director of Public Works or designee.

The Contractor shall prepare route maps and train collection employees before initiating collection in the Town and before the Contractor permits an employee to begin work in the Town.

4.22 New Employees

The Contractor agrees to make its best effort to train new employees for a period of at least two (2) weeks prior to their assuming full responsibility for their routes.

4.23 Recycling Incentive Program

The Town may choose to implement a recycling incentive program such as Pay as You Throw (PAYT) during the contract period. The Town will provide sufficient notice to Contractor. The Town and the Contractor shall negotiate an equitable adjustment to the contract prior to the implementation of such program.

Article 5. Collection

5.01 General

Contractor shall collect from all subscribed residents utilizing properly set out containers

5.02 Collection Points

Collections from Subscribers shall be made at curbside, within five (5) feet of the edge of pavement.

Municipal Facilities and Schools and public area receptacle collection shall be made at designated pickup points.

5.03 Collection Frequency

Solid Waste/Refuse

The Contractor shall collect from all approved addresses once a week. The Contractor shall collect from Schools as per Appendix

Recyclable Materials

The Contractor shall collect from all approved addresses bi-weekly. The Contractor shall collect from Schools as per Appendix

5.04 Collection Schedule

The Contractor shall schedule the curbside collection of recyclable materials to coincide with the regular curbside collection of solid waste such that residents will have both collections on the same day of the week.

The following areas shall be collected on Monday. In the event of a holiday coinciding with the scheduled pick-up, the pick-up shall be on the next scheduled business day.

These areas as shown on the figure in Appendix C include:

Cromesett
Onset
Swift's Beach
Briarwood Beach
Parkwood Beach
Pinehurst Beach

5.05 Collection Times

No collection from subscribers shall be made before 7:00 AM or after 5:00 PM without prior approval from the Director of Municipal Maintenance or designee.

5.06 Routing Schedule

The Contractor will schedule routes so that collection trucks are not within ½ mile of each other on the same road.

5.07 Missed Pickups

The Contractor shall be required to return for all missed pickups requested by the Town. The collection vehicle shall return to the address of the resident on the same day as day of notice, unless the vehicle has already left Town, in which case they will return on the following collection day. The Contractor shall be required to collect all pickups missed at no extra cost.

Failure to collect waste as directed by the Town may result in the imposition of liquidated damages as provided in the Contract.

5.08 Non-collection Notices

The Contractor shall supply non-collection notices designed to the Town's specifications. Notices must be approved before printing. All drivers are to be provided with an adequate supply of the notices and required to leave non-collection notices whenever materials are intentionally not collected.

5.09 Improperly Prepared Materials

When the Contractor's crews encounter improperly placed or prepared recyclable material or refuse, they shall follow the procedure below:

- a. For the first occurrence at an address within any twelve (12) month period the collector shall complete a Town approved non-collection notice explaining the problems and leave it, along with improperly prepared materials, at the residence.
- b. Upon the second and ensuing occurrences by the same resident within a twelve

(12) month period, the collector shall follow the steps above but in addition shall notify the Town of a persistent problem at the address.

5.10 Items Prohibited from Collection

Under the Base Bid, the Contractor shall not collect bulk items or white goods, construction and demolition debris, building materials the result of construction, yard waste, or other items that are prohibited from collection. The Contractor shall leave a non-collection notice explaining why materials were not collected.

5.11 Mixing Recyclable Materials with Solid Waste

Recyclable materials in containers clearly identified for recyclable materials collection shall not be commingled with solid waste under any circumstance.

5.12 Cleanup on Route

The Contractor shall pick up all blown, littered, and broken material collected pursuant to this Contract. Each truck shall carry at all times a broom, shovel, and hazardous materials spill kit.

5.13 Spillage of Waste or Recyclable Materials

If at any time materials are spilled into a street, sidewalk, lawn, tree, or private property by the Contractor, or the contents of a truck carrying the same are spilled/dumped into a street, sidewalk or property, the Contractor shall clean up the spilled/dumped matter immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately.

5.14 Hazardous Waste Spills

The Contractor must immediately report any spill of automotive fluids or other hazardous waste to the Wareham Fire Dispatch Center at (508) 295-2973 and to Wareham Municipal Maintenance (508) 295-5300. The Contractor must also report spills to the MA DEP in accordance with state regulations.

5.15 Accidents and Breakdowns

The Contractor shall notify the Director of Municipal Maintenance or designee within 30 minutes of any accident or breakdown that will delay normal collection. The Contractor shall notify the Town within 30 minutes of any accident involving either personal injury or damage to private or public property.

5.16 Services for physically challenged residents

The Contractor, with the assistance of the Town, shall establish a procedure for assistance of residents who are physically unable, due to aging or a physical condition, to move collection containers from the building line to the curb for pickup. After documentation and verification of such condition, and that there is no other residential property resident able to perform such a task, the Town, after certification of need, will notify the Contractor, who will then be responsible for picking up and relocating the container at the building line rather than the curb.

Article 6. Solid Waste Disposal

6.01 Solid Waste Disposal

The Contractor shall bring all solid waste to the Covanta Energy - SEMASS disposal facility, in Rochester, MA; or other facility of equal or similar distance (+25 miles) as designated by the Town or other mutually agreed upon facility.

6.02 Weights

Proper weight slips accompanying Individual Monthly Summarized Municipal Tonnage Reports from the facility, certified at a State-approved scale, must be submitted on a monthly basis within seven (7) days of the beginning of each month.

6.03 Rejected Trash Loads

In the event unacceptable waste is rejected from the disposal facility and/or processing facility for any reason, Town shall be responsible for any additional costs associated with transportation and disposal of the unacceptable waste to an appropriate facility. Title to and liability for any excluded waste shall at no time pass to the contractor provided that the CONTRACTOR shall notify the Town of the dates, disposal sites and tonnage of unacceptable material.

Article 7. Recyclable Materials Processing

7.01 Processor Facility Location

The Contractor shall provide the Town, in writing, with information on the materials processing facility(s) where recyclable materials are taken. The Contractor must take the recyclable materials to a material processing facility(s) that accepts recyclables. The Contractor shall notify the Town in writing of any changes in the processing facility location. The Contractor shall also provide the Town with a list of materials accepted by the processing facility and will notify the Town of any changes in materials accepted by the facility.

7.02 Permits and Licenses

The recyclable materials processing facility, which accepts recyclable materials collected from the Town, must be fully licensed and permitted by MA DEP, and any other federal, state, or local officials.

The Contractor is responsible for the processing and marketing of recyclable materials. The Contractor must designate in writing to the Town, recyclable marketing and disposal site(s), and may change such sites subject to prior notice to and approval by the Town, which approval shall not be unreasonably denied or delayed.

7.03 Weights

Proper weight slips from the facility, certified at a state-approved scale, must be submitted to

the Town on a monthly basis.

7.04 Processing and Disposal Conditions

The Contractor guarantees that at no time during the term of this Contract shall any of the recyclable materials accepted under this Contract be incinerated or landfilled. Unless the DEP approves such disposal as an emergency measure.

Article 8. Payments to Contractor & the Contract Sum

8.01 Compensation to be paid to Contractor

The Town will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligations the amounts set forth in the proposal attached hereto. Payments by the Town to the Contractor under this Contract shall be made monthly and shall be invoiced by the Contractor to the Town in arrears, but no later than ten (10) business days after the last day of each calendar month. The Town will make all payments due to the Contractor under the terms of this Contract within thirty (30) days of receiving a complete and accurate invoice from the Contractor.

The Contractor shall be obligated to collect materials only from residents and Schools as defined in the Contract.

Compensation for disposal, if applicable, shall be based on the weigh slips submitted by the Contractor.

8.02 Delayed Payment and Disputes

In the event of any dispute as to any portion of any monthly or other bill, the Town shall give written notice of the disputed portion to the Contractor. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set forth the grounds on which such dispute is based. No Town Event of Default shall result from a failure to pay or late payment during any dispute. The Contractor shall give consideration to such dispute and shall advise the Town with regard to its position relative thereto within twenty (20) days following receipt of such written notice. Upon final determination (whether by agreement; arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to the Town after such determination.

During any dispute as to the amount owed, both the Town and the Contractor shall continue performing their respective obligations under the Contract. The Town intends to pay undisputed amounts within thirty (30) days of invoice.

8.03 Option to Extend Contract

Both Town and Vendor must mutually agree to renegotiate and extend the terms and/or

conditions of this contract.

8.04 Fuel Cost Adjustments

Adjustments due to changes in cost of diesel fuel will be calculated as stipulated in Appendix E.

8.05 Liquidated Damages

In addition to all of its other rights and remedies under the Contract, at law or in equity, the Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform the specified obligations described in Appendix D for collection and transportation of the town's waste prior to the occurrence of a Contractor Event of Default hereunder. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the Town in the event the Contractor defaults on any of the following specified obligations.

The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off of such amount.

Any consent or permission by the Town to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by the Town of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to the specific instance. The failure of the Town to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Contract shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The failure of the Town to assess liquidated damages shall not be deemed to have been a waiver by the Town of any such violation or of any of the Town's remedies on account thereof, including its right of termination of this Contract for such default.

See Appendix D for a complete list of liquidated damages.

8.06 Payment Subject to Annual Appropriation

The Town's obligation to make the annual payment for the services to be provided by the Contractor and the Contractor's obligations to provide such services are subject to appropriation by the Town of the funds required for payment for each year of this Agreement. In the event that sufficient funds to support the continuation of this contract in any fiscal year are not appropriated or otherwise made available, the Town Manager will be required to cancel the contract.

Article 9. Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this

Contract, and the Town and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

Except as otherwise stated, the amounts of such insurance shall be not less than:

(A) For liability for bodily injury, including accidental death:

\$1,000,000 for any one person and
\$1,000,000 on account of one occurrence and
\$5,000,000 aggregate limit

(B) For liability for property damage:

\$2,000,000 on account of anyone occurrence and
\$5,000,000 aggregate limit

Extraterritorial clause shall be included.

1. WORKER'S COMPENSATION INSURANCE:

as required by the General Laws of the Commonwealth of Massachusetts.

2. BODILY INJURY PREMISE-OPERATION, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:

-in the amounts required in (A) above.

3. PROPERTY DAMAGE PREMISES-OPERATIONS, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:

-in the amounts required in (B) above.

4. BODILY INJURY LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR, WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH THE PROSECUTION OF THE WORK UNDER THIS CONTRACT:

-in the amounts required in (A) above.

5. PROPERTY DAMAGE LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH PROSECUTION OF THE WORK UNDER THIS CONTRACT:

-in the amounts required in (B) above.

6. CONTRACTUAL LIABILITY INSURANCE COVERING THE LIABILITY ASSUMED BY THE CONTRACTOR:

-in the amounts required under (A) and (B) above.

7. OWNER'S PROTECTIVE INSURANCE SECURED BY THE CONTRACTOR IN BEHALF OF THE TOWN WHICH WILL DIRECTLY PROTECT THE TOWN AND/OR ITS EMPLOYEES, AGENTS AND OFFICERS FROM LIABILITY FOR BODILY INJURIES, INCLUDING ACCIDENT DEATH:

-in the amounts required in (A) above and

8. FOR PROPERTY DAMAGE:

-in the amounts required in (B) above.

9. POLLUTION LEGAL LIABILITY AND CONTRACTOR'S OPERATIONS AND PROFESSIONAL SERVICES ENVIRONMENTAL INSURANCE.

10. ALL INSURANCE POLICIES ARE TO NAME THE TOWN OF WAREHAM AS AN ADDITIONAL INSURED.

All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract. The certificate of insurance shall be delivered to the Town at least THIRTY (30) days prior to September 1 of each year that this Contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this Contract.

All insurance required by this contract shall be obtained from insurance companies that are duly licensed or authorized in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverages so required.

Article 10. Other Conditions

10.01 Not to Assign or Subcontract

The Contractor shall give his personal attention constantly to the faithful performance of the work, shall keep the same under his personal control and shall not assign, by power of attorney or otherwise, nor subcontract the work or any part thereof, without the previous written consent of the Town, and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or his claim thereto, unless, by and with the like consent of the Town.

10.02 Performance Bond

Throughout the term of the contract, the contractor shall have in place a 100% Performance Bond at the current year's cost coinciding with the anniversary/renewal date in a form approved by the Town's and authorized to do business in the Commonwealth of Massachusetts,

conditioned upon the Contractor fully performing all his obligations under this Contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be twelve months of the total amount of this Contract sum for the particular year as set forth in the terms of the Contract. The Contractor shall obtain and renew said performance bond annually and thirty (30) days prior to the beginning of the Contract year. The annual renewal shall be in the amount of that particular year's Contract.

10.03 Changes in the Contract

The Contractor shall do the work in the manner set forth in this Contract, except that the Town, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work or the furnishing of extra trucks or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time. If requested by the Town, the Contractor will amend this Contract to include up to five (5) additional days so that this Contract expires on the last day of the week.

10.04 Contract Compliance

It is understood and agreed that because the public health and convenience of the Town are involved in the performance of this Contract, performance reasonably satisfactory to the Town includes meticulous attention to every detail in this Contract and that a high standard of work is justified.

10.05 Force Majeure

"Force Majeure" means any event or condition having a material adverse effect upon the Contractor's or the Town's ability to perform pursuant to this Contract if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the party relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Contract. "Force Majeure" consists of the following events or conditions: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities, and strikes or lockouts which substantially affect, impact or impede the Contractor's or the Town's operations.

In the event of a Force Majeure, the non-performing party shall not be deemed to have violated its obligations under this Contract and the time for performance of any obligation shall be extended by a period of time reasonably necessary to overcome the adverse effects of the Force Majeure event or condition. This provision shall not relieve the non-performing party from using all reasonable efforts to overcome or remove such Force Majeure event as soon as legally possible, or from providing prompt notice to the other party of the Force Majeure event or condition. Such notice shall disclose the nature of the Force Majeure event or condition and the estimated length of delay.

In the event of nonperformance of the Contractor due to labor disputes for a period of more than five (5) working days, the Town shall have the right to temporarily procure services of

other contractors until such time as the labor dispute is resolved and the Contractor resumes the regular schedule.

10.06 Termination for Improper Performance
Events of and Remedies for Default

1. Contractor Events of Default

a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of such failure for seven (7) days after written notice thereof from the Town to the Contractor; provided, however, that if such default is not susceptible to cure within such seven (7) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the Town, such period of seven (7) days shall be extended to a period of time necessary to cure such default with all due diligence, but in no event shall such period exceed a total of thirty (30) days.

b. The Contractor becomes insolvent, however such insolvency may be evidenced; or makes an assignment for the benefit of creditors; or is adjudicated a bankrupt; or admits in writing its inability generally to pay its debts as they become due.

c. A trustee, custodian or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within ninety (90) days.

d. Any proceedings involving the Contractor are commenced by or against the Contractor under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.

e. Any representation or warranty made by the Contractor is not true in any material respect as of the date of the issuance or making thereof as contained in this Contract, the proposal for this Contract, or any other document or instrument executed in connection herewith.

f. The death, dissolution or termination of existence of the Contractor.

2. Town Events of Default

Failure of the town to pay any sums due the Contractor hereunder within thirty (30) days after receiving an invoice for payments due from the Contractor, and the continuance of such failure

for fifteen (15) days after written notice thereof from the Contractor to the Town; provided, however, that if the Town notifies the Contractor of a dispute as to any sums pursuant to Article 8.02 of this Contract within such fifteen (15) days after written notice by the Contractor to the Town of such nonpayment, no Event of Default shall occur until a final determination of the correct amount pursuant to the provision of said Article 8.02 and the failure of the Town to pay such correct amount within thirty (30) days after receiving the statement next submitted to the Town after such determination.

3. Remedies for Contractor Events of Default

Upon any contractor Event of Default, the Town may, in addition to and not in derogation of any other right or remedy available to it under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, the Town may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Town, including attorneys' fees and expenses, in curing a default shall be paid by the Contractor to the Town on demand, together with interest thereon at the rate provided in Article 8.02 of this Contract.

4. Remedies for Town Events of Default

Upon any Town Event of Default, the Contractor may, in addition to and not in derogation of the right to sue the Town for such sums actually due hereunder (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Town. In no event shall the Town be liable for any indirect, special or consequential damages.

10.07 Town's Liability

The Town's liability under this Contract shall be limited to the payments due hereunder. In no event shall the Town be liable for any additional amounts, including without limitation, any indirect, special or consequential damages.

No officer, board, employee, agent, official or resident of the Town or any owner or occupant of any single-family residence, multifamily unit, condominium association, board member, management company or their employees, landlords and tenants shall ever be personally liable under this Contract and the Contractor shall look solely to the Town in pursuit of its remedies upon any Town Event of Default hereunder.

10.08 Protection Against Liability

The Contractor acknowledges and agrees that he is responsible as an independent contractor

for all operations under this Contract and for all acts of employees and agents hereunder, and agrees that he will indemnify, exonerate, hold harmless and defend the Town and its officers, boards, employees, agents and officials, and any owners or occupants of any single family residence, multifamily complex, multifamily unit, condominium association, board members, management companies and their employees, landlords and tenants from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of their agents or employees and will pay promptly on demand all Town costs and expenses of the investigation and defense thereof, including the Town's attorneys' fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses.

In any event that the Town shall be sued or become subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's trash or recyclable material, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred.

10.09 Licenses and Permits

The Contractor shall obtain and pay for all licenses and permits necessary for collecting, transporting and marketing recycling materials and/or collecting, transporting and disposing of solid waste material.

10.10 Laws and Regulations

This Contract shall be considered to incorporate by reference all applicable federal, state and local laws and rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of solid waste and recyclable material, as though such provisions were set forth in full therein. The Contractor shall keep fully informed of all federal, state and local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered in this Contract for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall hold harmless and defend the Town, its officers, agents, boards and employees, and the owners and occupants of any single family residence, multifamily complex, multifamily unit, condominium association, board members, management companies and their employees, landlords and tenants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the Contractor.

10.11 Prevailing Wage Rates

In accordance with MGL, Chapter 149, Section twenty-seven (27), the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries (see Appendix F). The Contractor shall provide the Town with certified weekly payroll information for all employees working in the Town. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the Town weekly.

10.12 Safety Training

Contractor shall at the request of the Town supply records relative to safety training provided for employees working in the Town of Wareham.

Article 11. Measurement and Payment

11.1 Automated Curbside Collection of Refuse

The lump sum price for this Item shall include the complete annual cost to furnish all labor, materials, and equipment necessary to provide weekly automated refuse collection and transport for disposal. Disposal fees will be paid by the Town unless otherwise mutually agreed upon. This item shall include all single family, two family, and three family dwelling units and Municipal facilities. Containers and services shall be provided as described in the RFP for the Collection of Refuse and Recyclables. Payment for this Item shall be on a monthly basis. The lump sum price for this Item will be increased annually (exclusive of fuel adjustment charges, see Appendix E).

11.2 Automated Curbside Recyclable Collection

The lump sum price for this Item shall include the complete annual cost to furnish all labor, materials, and equipment necessary to provide bi-weekly automated collection of recyclable materials, and transport to a recycling facility and processing, and disposal at a location to be determined by the Contractor. This item shall include all single family, two family, and three family dwelling units and Municipal facilities. Containers and services shall be provided as described in the RFP for the Collection of Refuse and Recyclables. Payment for this Item shall be on a monthly basis. The lump sum price for this Item will be increased annually (exclusive of fuel adjustment charges, see Appendix E).

11.3 Refuse and Recycling Collection from School Buildings

The lump sum price for this Item shall include the complete annual cost to furnish all labor, materials, and equipment necessary to provide refuse collection and recycling collection and processing as well as transportation for disposal at the frequency

described in this proposal. This item shall include all Schools identified in the RFP and services shall be provided as described in the RFP for the Collection of Refuse and Recyclables. Payment for this Item shall be on a monthly basis. The monthly price for this Item will be increased annually exclusive of fuel charges, see [Appendix E](#)).

AGREEMENT WAREHAM

This Agreement made this the 29 Day of March, 2021, by and between the Town of Wareham, a municipal corporation having an office at 54 Marion Road, Wareham, Wareham County, Massachusetts, acting by and through its Town Administrator, thereunto duly authorized, hereinafter referred to as TOWN, and ABC Disposal Service Inc. , hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

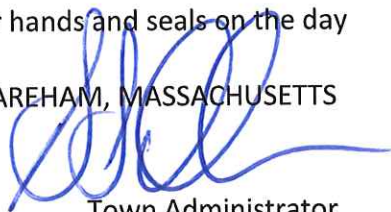
1. The CONTRACTOR shall provide required services associated with the Curbside Collection of Refuse and Recyclables in accordance with and upon the terms and prices outlined in the proposal submitted by the CONTRACTOR for this Request for Proposal, incorporated by reference and specifically made a part of this Agreement.
2. The cost of all labor, materials, and incidental expenses needed to accomplish said work shall not exceed the prices as shown in the proposal submitted by the CONTRACTOR.
3. The terms of this agreement shall expire March 31, 2026. Upon mutual agreement of the Town and CONTRACTOR this agreement may be extended for five additional annual renewals. This agreement is subject to the appropriation of funds by the Town.
4. Nothing in the Agreement shall preclude the TOWN from purchasing said services from another contractor should the CONTRACTOR fail to provide the TOWN with the specified services herein.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the Town.
6. In no case shall the CONTRACTOR act, hold itself out as, or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all times shall be based on the CONTRACTOR being an independent contractor.
7. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and

employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability benefits Act or other employee benefit act.

IN WITNESS WHEREOF, the parties hereto have duly affixed their hands and seals on the day and year first above written.

TOWN OF WAREHAM, MASSACHUSETTS

By: -



Town Administrator

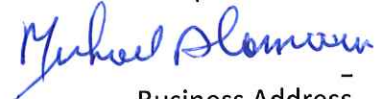
CONTRACTOR

Firm Name -

ABC Disposal Service, Inc

By: - Michael Alonzo

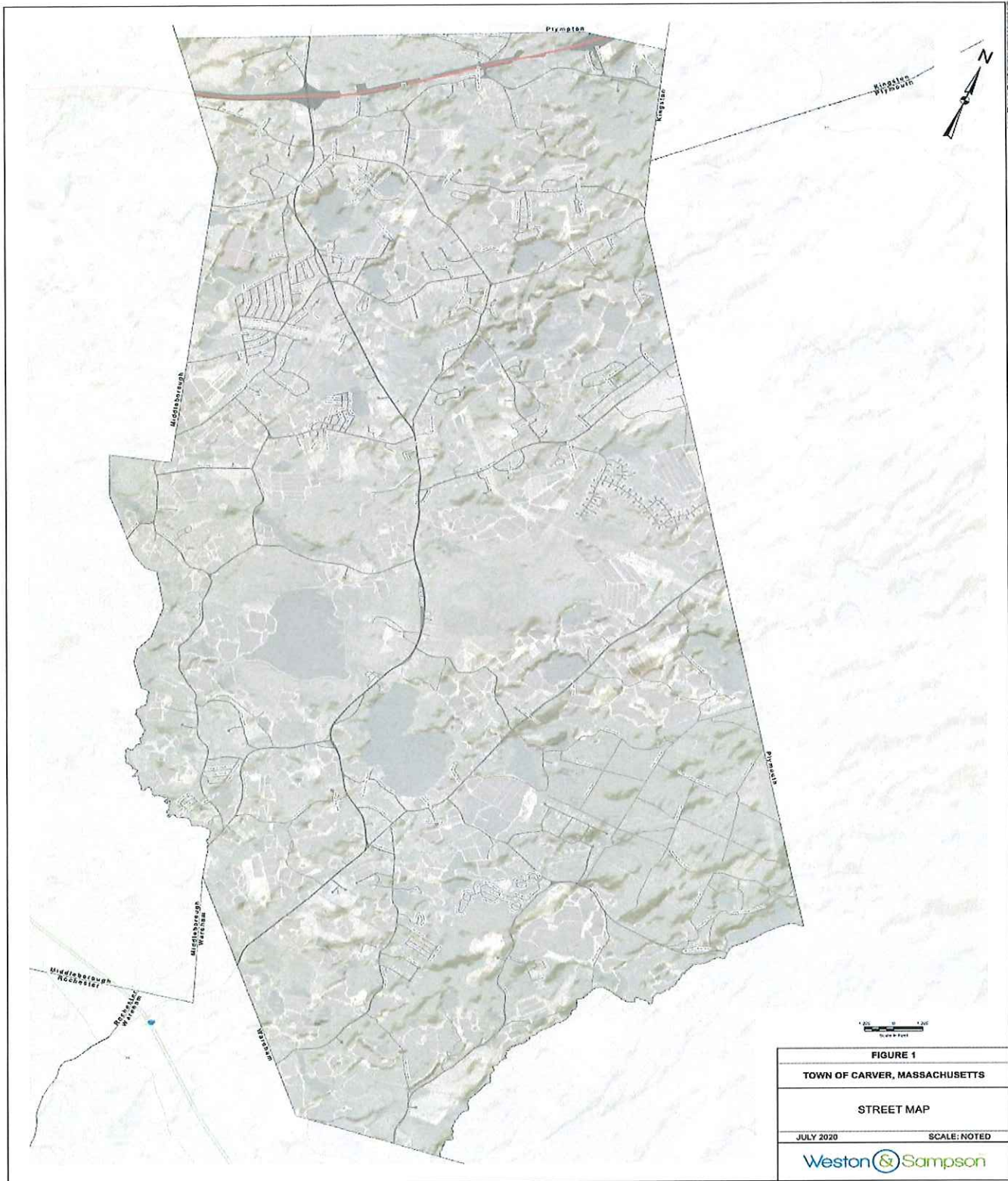
Authorized Representative



Business Address -

P.O. Box 50540
New Bedford MA
02745

Appendix A: Street Maps of Carver and Wareham



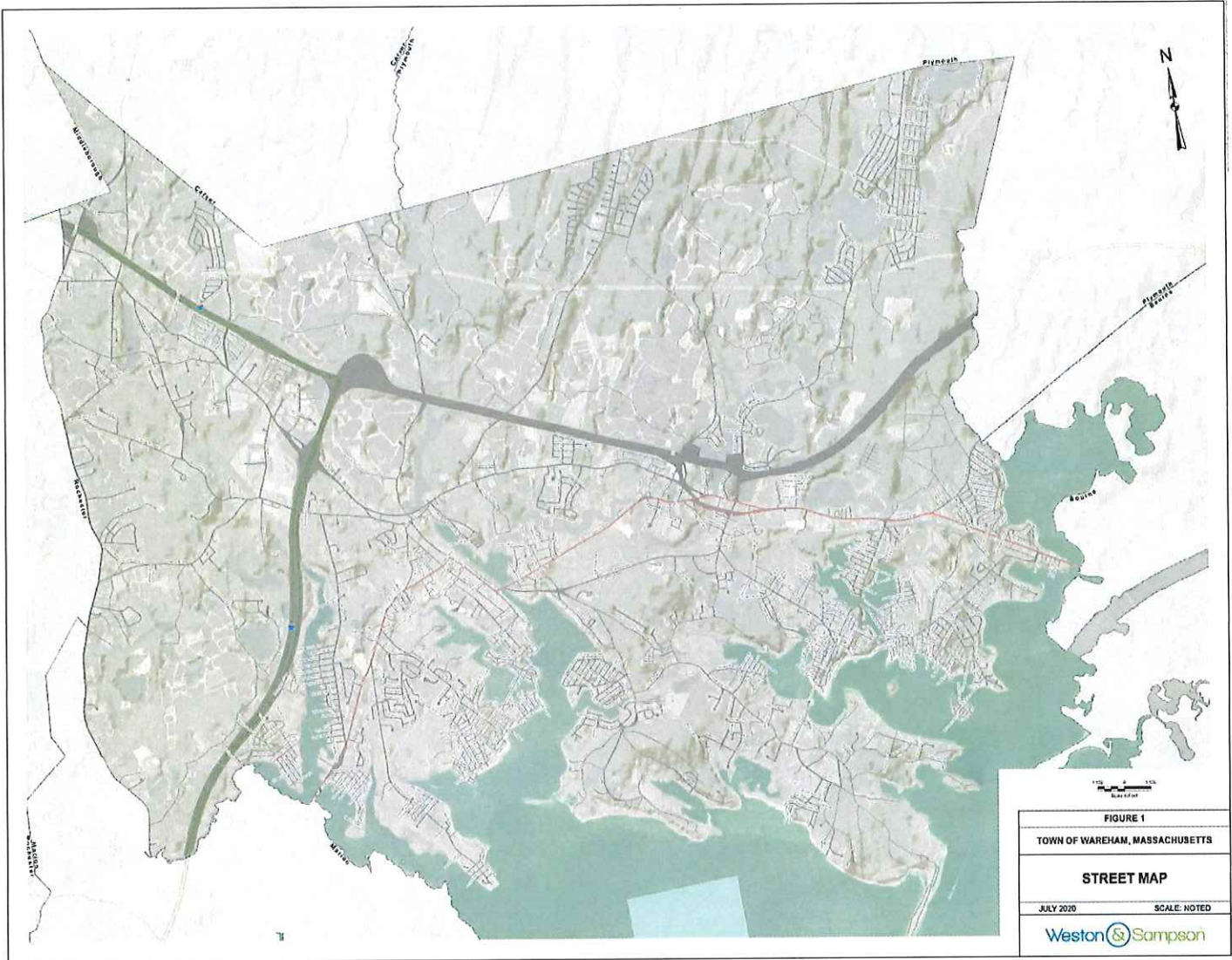



FIGURE 1	
TOWN OF WAREHAM, MASSACHUSETTS	
STREET MAP	
JULY 2020	SCALE: NOTED
	

Appendix B: Public Facilities and Schools

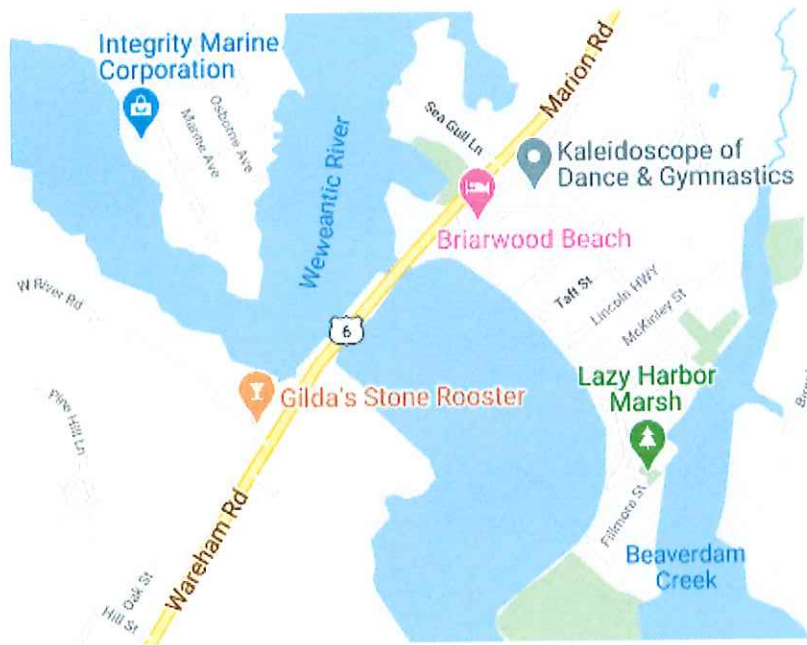
Schools

Facility	MSW Collections Per Week	Roll-off Container Size
WAREHAM EMS	2yd eow	
WAREHAM FIELDS & GROUNDS	8yd 2xweek	
MULTI SERVICE CENTER	6yd trash 1xweek 4yd rec eow	
WAREHAM TOWN HALL	6yd trash 1xweek 96g rec eow	
WAREHAM POLICE STATION	6yd trash 1xweek 96g rec eow	
WAREHAM LIBRARY	8yd trash 1xweek 96g rec eow	
WAREHAM RECYCLING CENTER	30YD ROLL OFFS plus (2) 10yd rec 2xweek toter pick up 1xweek	

School	MSW Collections Per Week	Roll-off Container Size
WAREHAM MIDDLE SCHOOL	2yd trash 1xweek 8yd rec 1xweek	
WAREHAM MIDDLE SCHOOL	compactor	
SCHOOL TRANSPORT	2yd trash 1xweek	
WAREHAM HIGH SCHOOL	compactor and 8yd rec 1xweek plus 8 toters eow	
JOHN DECAS SCHOOL	10yd trash 2xweek 4yd rec eow and 96g rec eow	

Appendix C: Town Map with Monday Collection Required





Map data ©2020

Appendix D: Liquidated Damages

- | | | |
|-----|---|-----------------------------------|
| 1. | Failure to immediately pick-up materials spilled during collection. | \$150 per occurrence |
| 2. | Failure to promptly pick-up waste spilled during haul in Town or outside Town boundaries if the Town receives a complaint of such spill. | \$500 per occurrence |
| 3. | Willful mishandling of wheeled carts. | \$25 per occurrence |
| 4. | Failure to place wheeled carts in an upright position at approximately the same location upon emptying. Excluding weather related wind issue | \$25 per occurrence |
| 5. | Placement of wheeled carts such that they obstruct roads, driveways, or mailboxes. | \$50 per occurrence |
| 6. | Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by 9:00 AM of the following day if so authorized by the Director of Public Works or designee. | \$100 per occurrence |
| 7. | Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the Town. | \$250 per occurrence |
| 8. | Beginning any single collection route prior to 7:00 AM or finishing after 5:00 PM without the prior consent of the Town. | \$100 per day |
| 9. | Use of unmarked or un-inspected collection vehicles. | \$500 per occurrence |
| 10. | Failure to clean vehicle or conveyances as provided for in this Contract | \$150 per occurrence |
| 12. | Failure or neglect to furnish (within two (2) business days) a replacement container meeting the requirements of this Contract. | \$200 per container not furnished |
| 13. | Collecting solid waste or recyclable materials from addresses that do not subscribe to the program. | \$200 per occurrence |
| 14. | Disposing of as trash, acceptable none contaminated recyclable materials appropriately set out for recycling. | \$500 per occurrence |

- | | | |
|-----|---|----------------------------------|
| 15. | Failure to leave non-collection notices for improperly prepared materials (per Section 5.09). | \$50 per occurrence |
| 16. | Failure to report truck breakdown or accident within 30 minutes. | \$100 per occurrence |
| 17. | Failure to maintain direct phone links between the Town and the lead trash and recycling drivers, as well as their supervisor. And also failure to maintain direct phone or radio contact between all vehicles servicing the town | \$250 per occurrence |
| 18. | Failure or neglect to furnish a schedule or revised schedule of collection and disposal. | \$250 per occurrence |
| 19. | Commingling materials collected under this Contract with materials not collected under this contract, even if the town will not be billed. | \$500 per occurrence |
| 20. | Delivering any waste other than as described in this Contract to disposal sites that will be billed to the Town. | \$5,00 per ton |
| 21. | Failure to submit weigh slips with monthly invoice. | \$50 per missing slip |
| 22. | Submitting weight slips for materials not collected through this Contract. | \$500 per occurrence |
| 23. | Failure to correct billing error within one week after notification by Town. | \$100 per occurrence |
| 24. | Failure to provide prevailing wage rate information as required under this Contract. | \$500 per incident |
| 25. | Failure to maintain 1-800 or local phone service for Subscribers. Which is under the control of the contractor. | \$100 per 4 hours out of service |

All damages referred to Article 8.06. (Liquidated damages) may be deducted by the town from any payment then or thereafter due to the contractor.

Appendix E: Fuel Cost Adjustment

Adjustments due to changes in cost of diesel fuel will be calculated as follows.

The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, (website <http://www.eia.gov/petroleum/gasdiesel/>) for the New England region, Port of Boston, as compared to the established baseline cost of \$4.030 per gallon (including taxes) of diesel fuel. Adjustments will be calculated by subtracting the DOE average price from the established baseline cost.

The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be fixed at TBD gallons per month.

Adjustments will be made upon implementation of the contract, and semiannually on February 1 and September 1, based on the cost of diesel for the six calendar months prior to adjustment.

Adjustment Example:

Fuel Price (Avg 6 mos per DOE) = \$3.21 per Gal

Established Baseline Fuel price = \$3.11 per Gal

Increase /(decrease) = \$0.10 per Gal

Fuel Adjustment ($\$0.10 \times 6,500\text{Gals}$) = (\$650.00 Charge) per month.

In the above example, the Town would receive a charge of \$650.00 per month for the six months subsequent to the first adjustment period based on 6,500 gallons of fuel (note: fuel volume of 6,500 gallons is for example purposes only).

Note: Information based on diesel fueled vehicle use. If natural gas is used in vehicles, adjustment shall be accordingly based on EIA website and the baseline cost at the time of proposal.

CNG 6 month average (May 2020 – October 2020) was \$2.28 per DGE gallon.

Appendix F

COMMONWEALTH OF MASSACHUSETTS - PREVAILING WAGE RATES



CHARLES D. BAKER
Governor

KARYNE E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Wareham
Contract Number: City/Town: WAREHAM
Description of Work: Curbside Trash Pickup - Our local regional transfer stations will be closing. We are researching curbside pickup and would like to know what the prevailing wage would be for calculation cost estimates
Job Location: 54 Marion Road

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Issue Date: 07/13/2020

Wage Request Number: 20200713-006

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver	07/01/2020	\$21.52	\$9.70	\$0.00	\$0.00	\$31.22
<i>(WAREHAM)</i>	07/01/2021	\$21.73	\$9.70	\$0.00	\$0.00	\$31.43
	07/01/2022	\$22.38	\$9.70	\$0.00	\$0.00	\$32.08
	07/01/2023	\$23.06	\$9.70	\$0.00	\$0.00	\$32.76
	07/01/2024	\$23.75	\$9.70	\$0.00	\$0.00	\$33.45
Laborer						
<i>(WAREHAM)</i>	07/01/2020	\$17.10	\$9.70	\$0.00	\$0.00	\$26.80
	07/01/2021	\$17.27	\$9.70	\$0.00	\$0.00	\$26.97
	07/01/2022	\$17.79	\$9.70	\$0.00	\$0.00	\$27.49
	07/01/2023	\$18.32	\$9.70	\$0.00	\$0.00	\$28.02
	07/01/2024	\$18.87	\$9.70	\$0.00	\$0.00	\$28.57

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM: 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM: 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Appendix G – To be filed under separate cover

PRICE PROPOSAL

Price Proposals must be submitted on this form (with attachments as appropriate) and enclosed in a sealed envelope separate from the non-price (technical) proposal. Prices submitted on any other form may not be considered valid. Please return this form and non-price (technical) proposal to:

FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTAL TOOLS TO PERFORM THE WORK AS SPECIFIED

Modified after proposals have been received for the final contract pricing.
 Pricing is Lump Sum for up to 8,200 homes. 7,000 carts to be provided under this contract for each solid waste and recycle.

Town of WAREHAM - AUTOMATED COLLECTION AND DISPOSAL TRANSPORT ****
 (TO BE QUOTED FOR 5 YEARS WITH 5 ONE-YEAR EXTENSIONS AT TOWN'S OPTION)

Year (7/1 thru 6/30)	Collection of Solid Waste (Automated Including cart) Lump Sum	Recyclable Collection Bi-Weekly Lump Sum	Materials
2019-2020			
2021-2022	(+2%) \$599,944.24	(+2%) \$399,962.82	
2022-2023	(+2%) \$611,943.12	(+2%) \$407,962.08	
2023-2024	(+2%) \$624,181.98	(+2%) \$416,121.32	
2024-2025	(+2%) \$636,665.62	(+2%) \$424,443.75	
2025-2026	(+2%) \$649,398.94	(+2%) \$432,932.62	
2026-2027	(+2%) \$662,386.91	(+2%) \$441,591.28	

7,000 Automated Carts (96 Gallon) Include in above total

7,000 Automated Carts (65 Gallon) include in above total

35 Additional Automated Carts (96 Gallon) \$ each \$51.75 total **Not in contract**

35 Additional Automated Carts (64 Gallon) \$ each \$47.25 total **Not in contract**

****** Alternate pricing per year (different than required 2% increase above) can be provided on a separate attached sheet**



Town of Wareham
Derek Sullivan Town Administrator
54 Marion Rd
Wareham, Massachusetts 02571

February 3, 2020

RE: School and Municipal Building

Dear Mr. Sullivan,

This serves as an attachment to the Contract between the Town of Wareham and ABC Disposal Service Inc for the collections and disposal of MSW and Single Stream Recycling at locations outlined in the RFP.

Item 1 – Collection and MSW disposal of contractor owned containers for the schools

\$1,275.47 per month

Item 2 – Collection and MSW disposal of contractor owned containers for the municipal buildings

\$659.89 per month

Item 3 – Collection and Single Stream disposal of contractor owned containers for the schools

\$35.81 per month

Item 2 – Collection and Single Stream disposal of contractor owned containers for the municipal buildings

\$263.18 per month

A monthly total of \$2,234.34

If you have any questions, please do not hesitate to contact me. 774-930-8989

Sincerely

Jerry Dugan Jr
General Manager

ABC
JW

Cost per yard to provide Compactors (where they currently exist), Containers, collection and Haul of Trash from Wareham Municipal Buildings and Schools (not including toters)

Roll-Off Compactors: \$190 per haul

Disposal at Semass under Town of Wareham (No charge to contractor)

Rental of each compactor \$175 per month

Cost per yard to provide Container, Collection and Processing of recyclables from Municipal Facilities and Schools, including 3 seasonal 6 cy containers at beaches in Onset 2 at the Pier parking lot and 1 at the Shell Point parking lot (not including toters) \$3.00 per yard with the Town responsible for the disposal *

Cost to provide container, collection and disposal per haul for material collected in 30 yard Roll of containers from Recycling Center– Town is responsible for disposal and processing charges

\$170 per haul - Solid waste

\$170 per haul - Single stream recycling

**The tipping fee for recyclables from the Wareham Recycling facility will be @\$85 per ton for year one.

Alternate 1 Town of WAREHAM – Administration costs for all billing and collection activities (increased by 2% per year) lump Sum for year 1

ABC Disposal would negotiation cost depending on number of units and number of billing cycles



Town of Wareham
Derek Sullivan Town Administrator
54 Marion Rd
Wareham, Massachusetts 02571

October 16, 2020

RE: Route 28 Cost Proposal

Dear Mr. Sullivan,

As Requested we submit a proposal for the hauling of town owned Roll-Off containers from the Route 28 Transfer Station to 1) Semass Waste to Energy facility and 2) Zero Waste Solutions Recycling Facility. We have also provided maintenance cost proposal for the compacting units and any needed repairs at the Route 28 Transfer Station.

Item 1 - Hauling of Roll-Off containers

SEMASS - \$115 per load.	Town responsible for the tip fees
ZERO WASTE - \$85 per load	Town responsible for the tip fees

ABC Disposal has a fully staffed compactor repair department as well as a full fabrication department. As part of the proposal, we can offer the following:

- * Hourly Rate \$120 per hour (will include travel from New Bedford)
- * Parts as needed at cost plus 10%
- * We can also offer schedule maintenance for the compaction units. The rates would be as stated above, but would be agreed to in advance, monthly, quarterly or annual. At the town's discretion

If you have any questions, please do not hesitate to contact me. 774-930-8989

Sincerely

Jerry Dugan Jr
General Manager

c.c. Michael Scipione PE/CEO Weston & Sampson
Jeff Osuch - CMW District