

## CONTRACT FORM

This Agreement made as of the February 26, 2018, by and between the Town of Belmont, Massachusetts acting by its Board of Selectmen (the "Town") and Waste Management of Massachusetts, Inc. the "Contractor").

WITNESSETH that the parties hereto, in consideration of the mutual promises and agreements herein contained, each for itself and its successors and assigns, covenant and agree with the other as follows:

1. GENERAL: The Contractor agrees to furnish and provide all labor, materials, supplies, equipment and things required for Solid Waste Collection & Transportation with Recycling & Yard Waste (Items #1, #2, and #3) in the Town of Belmont (the "Work") all in accordance with the Contract Documents as listed under Article 4 below, including specifications, and the Town's acceptance of such work.

2. TIME FOR COMPLETION OF WORK: The Work to be performed under this Contract between July 1, 2018 and June 30, 2023, shall be commenced after notification of Contractor by the Director of Public Works or its representative and shall be prosecuted continuously. This agreement may be extended for two (2) one (1) year renewal options, with mutual written consent of the Town and Contractor.

The Contract will be canceled if funds are not appropriated or otherwise made available to support continuation of the agreement after July 1, 2018.

3. PRICE/PAYMENTS: The price to be paid under this Contract is specified on the price proposal summary found in Appendix E.

The Town agrees to pay the Contractor for the performance of the Contract as the Work is completed and certified by the Director of Public Works up to, but not in excess of, the rates set forth in the Contractor's proposal. Payments shall not be made in advance.

4. CONTRACT DOCUMENTS: The Contract Documents listed below form the Contract and what is required by any one shall be as binding as if required by all. In addition, the contract documents shall be deemed to include all applicable provisions of law. The contract documents are enumerated as follows:

1. The Request for Proposals;
2. The Required Bid Forms as submitted;
3. This Agreement between the Town and the Contractor;
4. The Specifications;
5. Prevailing Wage Rates;
6. Performance Bond;
7. The Contractor's Certificate of Insurance.

The contract documents listed in this Article form the Contract and what is required by any one shall be as binding as if required by all. The intention of the contract documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor and also to include all Work that may be reasonably inferable from the contract documents as being necessary to produce the intended results. In the event of any conflict between the RFP, the Contractor's proposal and the Agreement, the Agreement shall prevail.

5. SCOPE OF WORK: The scope of Work contemplated in the contract hereunder is expressly understood to be that work specifically identified by the Director of Public Works of the Town to be performed in such form and in such fashion as the Town's Director of Public Works, or its representative, shall direct. All Work shall be performed in the Town of Belmont and at such particular locations and at such particular times as the Director of Public Works, or its representative may direct.

6. INTERPRETATION OF QUANTITY ESTIMATES: The contractor expressly acknowledges the scope of Work provided in these bidding documents is an estimated amount and that the actual amount of material to be supplied under the contract may not correspond to the estimates provided herein. The Town expressly reserves the right to adjust the amount of Work to be performed under this contract in accordance with the actual conditions in the scope of Work that may be found during the contract period. By executing this agreement, the Contractor expressly agrees that any increase or decrease in the estimated scope of the Work as contained in the contract documents shall not be regarded as cause for an increase or decrease in the contract unit price(s).

7. LIABILITY INSURANCE – BOND: The Contractor shall obtain and maintain during the life of the Contract, the following insurance from companies and in forms acceptable to the Town and in adequate amounts, as shall protect it, performing 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 operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from 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 for each policy, not less than:

- A. Worker's Compensation: as required by the laws of Massachusetts.
- B. General Liability: Bodily injury liability, including death; \$2,000,000 and \$2,000,000 aggregate limit. Extraterritorial and guest clause shall be included.
- C. Contingent coverage for subcontractors under the General Liability coverage.
- D. Automobiles and trucks, including hired vehicles: Bodily injury liability, including death and Property Damage; \$2,000, 000 per accident, combined single limit.
- E. Excess Umbrella: \$10,000,000.
- F. The Town of Belmont shall be named as additional insured on all insurance policies required under this Contract, except Workers' Compensation.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall be grounds for immediate termination thereof at the Town's election.

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.

Certificates evidencing such insurance in five (5) copies, shall be furnished to the Town at the execution of this Contract. 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 provide the Town with a copy of any insurance policy required hereunder at the Town's request. 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 its trucks or equipment arising out of Work contemplated by this Contract.

8. INDEMNIFICATION: The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, providing that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) to the extent caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable regardless of whether or not caused in part by a party indemnified hereunder. In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Article 8 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, Disability Benefits Acts or other employee benefit acts, provided that neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement. . Appropriate contractual liability insurance will be maintained with respect to the Contractor's obligations under this Article.

9. DIRECTOR OF PUBLIC WORKS: The Director of Public Works shall, in all cases, determine the amount, quality, acceptability and fitness of the Work which is to be paid for under this Contract, shall determine all questions in relation to said Work; and shall, in all cases, decide every question of fact which may arise relative to the fulfillment of this Contract on the part of the Town and the Contractor. If the Contractor disputes the decision of the Director of Public Works, the Contractor can make a written appeal to the Town Administrator whose decision will be final.

The words, "Director of Public Works " shall mean the Director of Public Works of the Town of Belmont, Massachusetts either acting personally or through duly authorized agents within the scope of the duties delegated to them.

10. CONTRACTOR'S RESPONSIBILITY: The Contractor shall, subject to the provisions of this Contract, assume all responsibility for the Work; shall take all proper precautions for preventing injuries to persons and property in or about the Work; shall bear all losses that may be sustained by the Contractor on account of the amount or character of the Work or because of the nature of the land in or on which the Work is done proving to be different from what the Contractor estimated or expected., or because of the weather, rains, floods or other like causes.

Contractor shall have in full force and effect any particular or special insurance required by law in addition to any insurance required by the Contract.

11. ASSIGNMENT OR ORGANIZATIONAL CHANGES: The Contractor agrees that Contractor will not sell, assign, transfer, subcontract or convey this Contract or any part thereof or interest herein without the written consent of the Town which consent shall not be unreasonably withheld.

The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors, shall, at the election of the Town:

- (a) Terminate this Contract; or
- (b) Fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.

Failure of any subcontractor to perform shall not relieve the Contractor of its obligation to fulfill the terms and conditions of the Contract as set forth herein.

12. FORCE MAJEURE: Neither the Contractor nor the Town shall be liable for the failure to perform their duties if such is caused by a circumstance not within the reasonable control, directly or indirectly, of the party affected, but only if and to the extent that (a) such circumstance, despite the exercise of reasonable due diligence, cannot be or be caused to be prevented, avoided or removed by such party, (b) such event is not due to such party's negligence or intentional misconduct, (c) such event is not the result of any failure of such party to perform any of its obligations under this Agreement, (d) such party has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate reasonably the consequences thereof, and (e) such party has given the other party prompt notice. Subject to the foregoing conditions, such events may include: strikes or other labor disputes, earthquakes; and riot or civil unrest and the actions of third parties that are outside of the control of such party; provided, that such circumstances shall not include any inability to make any payments that are due hereunder or to any third party, to procure insurance required to be procured hereunder, and reasonably predictable and not extreme weather conditions.

Contractor may not interrupt the regular schedule and quality of service because of street repairs or closures unless prior approval of such schedule change is given by the Town.

If the Contractor takes exception to any amount to be added to or deducted from the Contract or to the extension of time on account of any order issued by the Town, he/she shall within one week of delivery of said order, file with the Town full statements in writing of the allowance he/she claims under such order and no claim for a change in the allowance covered by any order shall be considered unless such statements have been so made and filed. The Town shall pass on any such claim and its decision in regard thereto shall be final. The Work covered by an order to which the Contractor has taken exception shall be prosecuted without delay according to the directions of the order regardless of the Contractor's exception.

16. TERMINATION: If, in the opinion of the Director of Public Works, the Contractor defaults or neglects to carry out the work in accordance with the contract documents, or fails to perform any provision of this Contract, the Town may terminate this Contract after thirty (30) days' notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor, or, at its option, may terminate the Contract and Contractor shall assist with the orderly transition of service.

17. AMENDMENTS: This Contract and the contract documents referred to in Article 4 above constitute the whole agreement between the parties hereto and no alterations or amendments of this Contract shall be made unless reduced to writing and signed by the Contractor in its own behalf and by the Board of Selectmen on behalf of the Town.

18. MASSACHUSETTS LAW: This Contract is made subject to all laws of this Commonwealth and if any clauses thereof do not conform with such laws, then such clauses shall be void and such laws shall be operative in lieu thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and signatures, the Town of Belmont by its Board of Selectmen, who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, and the Contractor by its duly authorized officer, both in triplicate, as of the day and year first above stated.

13. FEDERAL, STATE & LOCAL LAWS: The Contractor agrees to comply with all existing and future federal, state and local laws, rules, regulations and bylaws in any way affecting the Work of those employed thereon. If any portions of this Contract do not comply or conform with such provisions of law, then such parts of this Contract as do not so comply, shall be void and such laws shall be operative in lieu thereof. The invalidity of any of the provisions of this Contract for any reason shall not render the remaining parts of the Contract void. The Contractor acknowledges that it has kept and will keep fully informed of all existing and future acts of the Legislature, and of all municipal bylaws, prohibitions, rules and regulations in any manner affecting the conduct of the Work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the Work described in this Contract. The Contractor shall protect and indemnify the Town and its employees against any and all claims arising out of any violation of any acts, bylaws, prohibitions, rules, regulations or decrees and against any violation of law by the Contractor or its agents or employees.

14. PREVAILING WAGE RATES: The Contractor shall comply with all applicable provisions of Massachusetts prevailing wage laws, including M.G.L. c. 149, Sections 26-27H. The rate schedule and the appropriate regulations relating to the subject law will be upheld and in force for all contracts set by the Contractor and the Town. The current prevailing wages are provided as Attachment I.

The Contractor shall determine whether or not its business falls under any of the wage rates categories and shall set its contract prices accordingly. The Town will make available copies of the latest edition of the prevailing wage rates as determined by the Department of Labor and Industries upon request.

15. CLAIMS AND CHANGES IN THE WORK: If the Contractor claims any loss or injury resulting to him from any act, omission or neglect of the Town, its agents or employees, the Contractor shall, within fifteen (15) days of the occurrence of such act or neglect, deliver to the Town a detailed written statement of the loss or injury resulting therefrom and no reimbursement shall be made to the Contractor unless the Contractor shall have delivered such written statement.

Without invalidating the Contract, the Town may at any time and from time to time, by written order, change, increase or omit any part of the Work, or change the Contract, drawings or contract specifications or require the Contractor to furnish extra materials or extra labor relating to the Work and the Contractor shall conform to such orders. No change in the Work, whether involving a change in the contract price or not, shall be allowed unless the order therefore is signed by the Town. The Town and the Contractor shall negotiate in good faith the amount to be added to or deducted from the contract sum on account of any such change and shall determine the extension of time, if any, to be allowed and such amount and extension of time shall, when possible, be stated in the order but may, if necessary, be determined at a later date, in which case a supplementary order, including the amount and extension of time, shall be issued for the Work. The Work covered by an order shall be prosecuted without delay, according to the directions of the order.

**CONTRACTOR SIGNATURE PAGE**

Name of Contractor: Waste Management of Massachusetts, Inc.

Signature of Individual

OR

Signature of Corporate Officer

President

(Title)

Date:

Chris DeSantis

3-5-18

**VOTE REQUIRED IF CONTRACTOR IS A CORPORATION**

At a meeting of the Board of Directors of \_\_\_\_\_ duly called and held on \_\_\_\_\_, at which a quorum was present and acting throughout, the following was duly adopted:

Voted: THAT \_\_\_\_\_, the (title) \_\_\_\_\_ of the Corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the Corporation, a Contract with the Town of Belmont, MA for (SUPPLY TO BE PURCHASED), as specified in the contract documents and specifications dated \_\_\_\_\_, in the amount of \_\_\_\_\_ (amount in writing) (\$ \_\_\_\_\_) Dollars, and also to seal and execute as above a surety company bond to (amount in figures) secure payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper.

A TRUE COPY ATTEST:

\_\_\_\_\_  
Clerk of the Corporation

(CORPORATE SEAL)

Note: the above form must be completely filled out if the Contractor is a Corporation.



I hereby certify that an appropriation in the amount of this contract or order is available therefore and that an officer or agent of the Town of Belmont has been authorized to execute this contract and approve all requisitions and change orders, up to \$ 12,178,593.60.

Shirley V. Sabrawian

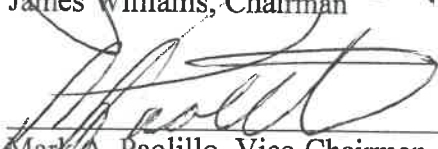
Town Accountant


Contract No.- 2017- 67

Account No(s). 14332-529100, 14332-529400, 14332-529600, 14332-529402

Town of Belmont Board of Selectmen

  
James Williams, Chairman

  
Mark A. Paolillo, Vice-Chairman

  
Adam Dash, Selectman

**SPECIFICATIONS  
FOR SOLID WASTE COLLECTION & TRANSPORTATION  
WITH RECYCLING & YARD WASTE**

**Introduction**

The Town of Belmont Massachusetts (Town) is a residential community of approximately 23,717 residents, 9,958 households and an area of 4.65 square miles. The Town has approximately 75 miles of public and 8 miles of private ways.

The Town is currently under Contract for the collection and transportation of residential solid waste, recyclables and yard waste until June 30, 2018. The solid waste is transported to the Wheelabrator North Andover Resource/Recovery Facility in North Andover, Massachusetts, and the Town is under separate contract with this facility for solid waste disposal until June 30, 2020.

The program contemplated by this Request for Proposals is to provide Automated Solid Waste Collection and Transportation (which includes the delivery, maintenance and replacement of 64 gallon containers to each residential dwelling), Recycling and Yard Waste programs for a period of five (5) years.

Proposers are encouraged to submit proposals for all items. Preference will be given to a company if it can effectively provide all of the services required by the Town. The Town reserves the right to choose any one or combination of items offered and to award items to separate contractors.

**Scope of Services**

The selected Contractor will be required to provide the following services to the Town of Belmont:

**Item #1, Fully Automated Solid Waste Collection and Transportation**

To furnish all equipment, labor, services and material as specified in Item #1 using fully automated collection vehicles except that all households shall be limited to the weekly curbside collection of 1 wheeled 64 gallon container per household with transportation of solid waste. This item includes the collection of 1 bulky waste item per week by separate truck. The Contractor and the Town will work together prior to the implementation of this contract to ensure a successful transition from manual trash collection and to plan for weekly bulky waste, overflow/second barrel collection that meets the needs of the Town.

Other waste (Public Buildings, Houses of Worship etc.) to be collected weekly as specified in Item #1.

The Contractor will direct haul and dispose of solid waste at one of the following locations at the option of the Town: the Wheelabrator Resource/Recovery Facility in North Andover, MA or an alternative site within 30 miles of Belmont as may be designated by the Town. The route to said site shall be designated by the Town. All solid waste disposal costs (tipping fees) will be paid directly by the Town.

Any proposal shall include the cost of providing, delivering, documenting, maintaining and replacing wheeled containers that will be used in performing the work under this contract. The cost of these services shall be included in the annual cost over the term of the contract. The wheeled containers will have the following: "Town of Belmont", a serial number, and a white clear space stamped on the lid to allow an address to be written on the wheeled container. The wheeled containers will become the property of the Town at the end of the contract period and the warranty to said containers will be transferred to the Town after the initial 5-year contract.

Contractor shall provide detailed wheeled container information including manufacturer information, in the Service Proposal. Wheeled containers shall meet ANSI Safety Standard Z245.30 and ANSI Compatibility Standard Z245.60.

### **Item #2 Recycling Collection, Transportation and Marketing**

To furnish all equipment, labor, services and material for the curbside collection, transportation and marketing for a curbside recycling program for all mixed recyclable paper and commingled recyclables, as specified and defined herein, from all residences (including apartment buildings and condominiums), public buildings, places of worship and all buildings of a nonprofit nature once every other week on a scheduled basis.

### **Item #3 Yard Waste Collection, Transportation and Composting**

To furnish all equipment, labor, services and material for a curbside recycling program for the collection, transportation and composting of yard waste as specified and defined herein.

Included is a separate price proposal for the collection, transportation and composting of Christmas trees for the first 2 weeks in January.

### **Definitions**

1. Garbage: is defined as putrescible waste from handling, processing, storage, disposal or preparation of food for human or animal consumption.
2. Trash: is defined as all non-putrescible waste that would normally be in a residential household and waste from minor household repairs that is burnable. Specifically excluded are Unacceptable Wastes and Hazardous Wastes.
3. Unacceptable Waste: is defined as highly flammable substances, hazardous waste, liquid wastes, special wastes, certain pathological and biological wastes, "sharps", explosives, toxic materials, radioactive materials, commercial and industrial wastes, any agricultural waste, excavated earth, stones, brick, rubble concrete and waste parts occasioned by major demolitions, installations and repairs, sinks, toilets, bathtubs, plumbing parts, automobile or truck parts, vehicle batteries, machinery, tree logs and limbs exceeding 6 inches in diameter, tree stumps, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state or federal law, to be

dangerous or threatening to health or the environment, any materials containing information protected by federal, state or local privacy and security laws or regulations, or which cannot be legally accepted at the applicable disposal facility.

4. **Hazardous Waste:** is defined as a form of Unacceptable Waste that is specifically radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic of Hazardous Waste as defined by federal, state, or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
5. **Bulky Waste:** is defined as any bulky item that would normally be in a residential household, which is too large to fit in a 64-gallon cart or overflow bag, including, but not limited to, furniture, mattresses, box springs, rugs (cut in 4 foot lengths, weighing no more than 50 pounds), tires with metal rims removed (1 tire per week no larger than a pick-up truck tire), tables and the like.
6. **Yard Waste:** is defined as deciduous and coniferous seasonal deposition, grass clippings, weeds, hedge clippings, garden materials and brush one (1") inch or less in diameter.
7. **Brush:** is defined as yard and garden refuse such as bushes, shrubs, tree material, hedges greater than 1 inch but less than 6 inches in diameter tied in bundles not to exceed 3 feet in length or 2 feet in diameter with a maximum diameter of individual pieces not to exceed 6 inches. Tree logs, tree limbs and tree stumps exceeding 6 inches in diameter are not defined as brush for the purposes of these specifications and will not be picked up by the Contractor.
8. **Recyclables:** are defined as recyclable mixed paper, including but not limited to; newsprint, newspaper, magazines, catalogs, Kraft bags, telephone books, paperboard, office paper, colored paper, computer paper, stationary, letterheads, business forms, tablet sheets, tab cards, envelopes (with & without windows), file folders, NCR Paper, fax paper, calendars, junk mail, Post-it Notes, greeting cards and copy paper including staples & paper clips and paper cups, non-contaminated pizza boxes or portions thereof, corrugated cardboard (flattened and no larger than approximately 3 feet by 3 feet), clear, green and brown glass containers, tin/steel containers, aluminum containers, poly-laminated paper beverage containers, aseptic containers (juice boxes), spiral cans (potato chip, coffee and nut cans), clean aluminum foil, #1 through #7 plastic containers. The definition of recyclables shall include additional materials chosen by the Town during the term of this agreement.
9. **Corrugated Cardboard:** is a Recyclable defined as heavy paper with alternating ridges and grooves for use in packing articles.
10. **Solid Waste:** is defined as trash, garbage, bulky waste, brush and unwanted or discarded solid, negligible liquid or contained gaseous material resulting from municipal, household

and similar activities that is abandoned by being placed for disposal, incineration or other treatment, but does not include:

- (a) Unacceptable waste.
  - (b) Hazardous Waste
  - (c) Sludge or Septage.
  - (d) Medical waste and "sharps".
  - (e) Recyclable or compostable materials as defined under this contract.
  - (f) Any other material prohibited by law or regulation.
11. White Goods: are defined as an appliance employing electricity, oil, natural gas or liquefied petroleum gas to supply heat or motive power to preserve or cook food, to wash or dry clothing, cooking or kitchen utensils or related items or to cool or heat air or water. Also included in "White Goods" are lawnmowers and self-propelled snow-blowers (with the gas tank and oil removed) and food preparation grilles (with the propane tanks removed) and Microwave ovens.
  12. Cathode Ray Tube (CRT's): are defined as any intact, broken, or processed glass tube used to provide the visual display in televisions, computer monitors and similar scientific instruments such as oscilloscopes.
  13. Proposer or Applicant: The term "Proposer" or "Applicant" as used in these specifications refers to the Contractor or company submitting a proposal for solid waste and recycling services under these specifications.
  14. The Contractor: The term "the Contractor" or "Contractor" as used in these specifications refers to the Contractor or company, including Heirs, Executors and Assigns, awarded a Contract for solid waste and recycling services should the Town award such a Contract under these specifications.
  15. The Town: the terms "the Town" or "Town," as used in these specifications refers to the Town of Belmont, MA.
  16. Board of Selectmen: The term "Board of Selectmen" as used in these specifications refers to the Board of Selectmen of the Town of Belmont, MA.
  17. Director of Public Works: The term "Director of Public Works" as used in these specifications refers to the Belmont, MA Director of Public Works or his or her designee.
  18. Solid Waste and Recycling Services: The term "solid waste and recycling services" as used in these specifications refers to the services provided as defined by these specifications.

19. Ton: Ton is defined as 2,000 pounds.
20. Holidays: as used in these specifications include: New Year's Day, Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

## General Specifications

### 1. Time of Commencement

The Contractor must commence curbside pickup of solid waste, recycling and yard waste services chosen by the Town on July 1, 2018. The Contract is for a term of five (5) years with two (2) one (1) year renewal options, which may be exercised with written mutual consent of the Town and Contractor.

### 2. Conditions of Work

Each Proposer must inform itself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the successful Proposer of the obligation to furnish all equipment, labor, services and material necessary to carry out the provisions of the Contract. Submission of a proposal shall be deemed conclusive evidence that the Proposer is fully acquainted with and shall be fully responsible for any restrictions, constraints and any physical difficulties inside or outside the municipal boundaries of the Town including the site(s) to which the solid waste, recyclables and yard waste is transported and disposed or recycled. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of the Town, any other Contractor, or the public.

### 3. Collection Points

Collections shall be made at curbside, or close by during snow season. Collections shall be made from specified locations whether on public, private, accepted or unaccepted streets and ways within the Town. The Contractor is not required to collect solid waste from businesses, construction and/or building contractors or commercial establishments under this Contract. Maps of daily routes under Appendix A.

### 4. Collection Times

All collections shall be made between 7:00 AM and 5:00 PM, **Monday through Thursday**. There will be no collections on Fridays (unless otherwise specified) Saturdays, Sundays or Holidays without written approval of the Town. The Contractor acknowledges and agrees that the timely completion of daily collection routes is an essential and material condition of this Agreement.

### 5. Collection Frequency

The Contractor shall collect solid waste from every location as specified once each week during the term of this Contract unless otherwise specified.

The Contractor shall collect recyclables from every location as specified once every other week during the term of this Contract unless otherwise specified.

The Contractor shall collect yard waste from every location as specified once every other week seasonally during the term of this Contract unless otherwise specified.

6. Route Collection

The Contractor shall schedule the collection of recyclables and yard waste to coincide with the collection of other solid waste and will cooperate in that regard as necessary. Solid Waste, recyclables and yard waste as specified will be picked up on a four day per week schedule, Monday through Thursday, as shown on Appendix A and D. This schedule will be strictly adhered to. There will be no collections on Fridays (unless otherwise specified), Saturdays, Sundays or Holidays. Any proposed changes in the route collection system, including Holidays, must be approved in writing by the Town prior to taking effect.

Prior to the start of this contract for automated trash collection, the Town and the Contractor will agree upon how to collect trash on one-way and identified difficult and hazardous streets. Currently, all one-way streets are collected manually (attachment A). The Contractor shall be required to use an "Alley Cat" or similar vehicle to collect all solid waste, recyclables and yard waste on the following streets: Hay Road, Sunnyside Place, Howells Road, Locke Road and Snake Hill Road.

7. Holidays

Whenever a scheduled collection falls on a legal holiday, the collection schedule will shift one day for the remainder of that week for all collections so that collection routes will remain the same, but collection locations will have their solid waste, recyclables and yard waste collected one day later than their normal collection day for that week. The collection schedule shall be as shown in Appendix A and D.

8. Collection Equipment

All vehicles used in the collection and transportation of solid waste, recyclables and yard waste shall be approved by the Town and shall be of sufficient size and capacity to operate efficiently. The Contractor's vehicle fleet to be used in the performance of Work under this Contract shall meet the following requirements:

- (a) A sufficient number of vehicles will be supplied by the Contractor to collect the solid waste, recyclables and yard waste in accordance with the terms of these specifications and such sufficiency shall be determined by the Town. The Town shall have the power at any time to order the Contractor to increase the number of vehicles, if in the Town's judgment an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the Contractor fails to comply with such order within ten work days, such failure shall constitute a breach of the Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of \$250.00 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.
- (b) The Contractor shall have standby equipment available within a 30-mile radius of the Belmont Town Hall, 455 Concord Avenue, Belmont, MA.
- (c) All vehicles shall be capable of two way communications.



- (d) Bodies for the trucks to be used in the Contract shall be enclosed packer or automated type with a capacity of not less than 25 cubic yards unless otherwise specified. Bodies of trucks for the collection of recyclables may be less than 25 cubic yards.
- (e) The bodies of all vehicles shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means.
- (f) The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured.
- (g) The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by all applicable laws.
- (h) The Contractor shall provide a garage and yard for its equipment, which is adequate and sufficient to provide all-weather, year-round operation. Adverse weather, extreme cold temperatures and snow shall not be considered reasons for not collecting solid waste, recyclables or yard waste. The contractor shall make adequate provisions for maintenance and prompt repair of its equipment.
- (i) All equipment used for the collection or hauling of solid waste shall be thoroughly cleaned and sprayed with deodorizing and sanitizing liquid as often as may be deemed necessary by the Town.
- (j) All vehicles, conveyances, containers, and all other equipment of whatever nature which are used by the Contractor shall be kept and maintained in a sanitary condition and well repaired and in a good visual condition as reasonably possible.
- (k) All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety, and 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, but in no event more than 10 days after notice of rejection.
- (l) The Contractor shall display the name of the company, the address and telephone number of the local office on each vehicle along with the vehicle number lettered at least 4 inches high and easily visible to the public on each vehicle.
- (m) Open body trucks may be used only for bulky waste and white goods. Solid waste, recyclables or yard waste which may blow or spill are not to be loaded into open body trucks under any conditions

#### 9. Spillage of Solid Waste, Recyclables or Yard Waste

If at any time solid waste, recyclables or yard waste are spilled onto a street, sidewalk or other property by the Contractor or the contents of a truck carrying the same is spilled/dumped onto a street, sidewalk or property, the employees of 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 by other employees.

In an effort to minimize hydraulic leaks associated with automated trucks, when and where necessary, hydraulic lines for Automated Trucks shall be copper/brass and not the standard abrasion resistant black flex rubber lines.

10. Adverse Weather

Adverse weather shall not be cause for omissions of the collection of solid waste, recyclables and yard waste in accordance with the provisions of these specifications. Collections may be omitted only under the most extreme adverse weather conditions such as blanketing snow storms, hurricanes and the like, and then only with the prior written approval of the Town.

11. Special Collections

The Contractor shall make special collections whenever required by the Town in individual cases arising because of complaints or other circumstances.

12. Care of Citizens' and Municipal Property

The Contractor shall handle all waste containers with care so that they will not be damaged. After such containers are emptied, they should be left right side up and in the approximate place where found. When in the judgment of the Town, containers belonging to either the residents or the Town are damaged or destroyed by employees of the Contractor; such shall be immediately replaced in kind by the Contractor. 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 contract, excepting conditions resulting in normal wear and tear.

13. Blocked Streets

If streets are blocked for any cause, the Contractor shall notify the Town and return to provide solid waste and recycling services at a later time at the Town's discretion.

14. Employees

The Contractor shall employ only competent persons to do the work and whenever the Town Manager shall notify the Contractor that any person on the work is, in the Town's opinion, incompetent, discourteous, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed under this Contract, except with the consent of the Town Manager.

15. Complaints

The Contractor shall maintain an attendant at a regional office to answer telephone calls throughout the day between the hours of 8:00 AM and 4:00 PM Monday through Friday. The Contractors attendant shall receive and log all calls from all Town departments, residences and

establishments in the Town in a courteous and polite manner and shall resolve all complaints in an expeditious manner. The Contractor's complaint office shall have a two-way communication system to contact the Field Supervisor, collection vehicles and/or the dispatch communication office at all times. The Field Supervisor or Dispatcher will contact the Belmont Department of Public Works Office at least once each day when work is in progress, and before the last vehicle for each type of collection leaves the Town to resolve any outstanding complaints. All complaints received by said office before 2:00 PM will be acted upon forthwith by the Contractor, and in any event, before 5:00 PM on that day. Any complaints received by said office after 2:00 PM will be acted upon before 9:00 AM on the next day. The Field Supervisor's vehicle will be equipped with a cellular phone and a two-way communication system to ensure efficient communications at all times. The Town shall be given the Field Supervisor's cellular phone number to contact the Field Supervisor as necessary.

The Town and the Contractor will meet once a month to discuss complaints and actions taken to rectify the complaint. The intent of the monthly meeting is to have open communications with the Town and its Contractor on any topic related to the contract.

16. Directions

The Contractor shall comply with any and all directions that may from time to time be given by the Town 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 solid waste and recycling services.

17. Federal, State and Local Laws & Regulations

The Contractor shall comply with all applicable Federal, State and Local laws, rules and regulations so far as the same are applicable.

18. Federal, State and Local Permits and Approvals

The Contractor shall be responsible for obtaining and continuing in force, all Federal, State and Local permits and approvals necessary to perform its work under the Contract.

19. Changes in Federal, State and Local Laws & Regulations

The Contract may not be amended except in writing executed by the parties hereto. However, to the extent that Federal, State or Local Laws & Regulations, including any future amendments, mandate changes in specifications in any area covered by this Contract, including recycling, the parties agree to amend the Contract and program delineated herein to conform to such new statute or regulation, without dissolution of this Contract.

20. Right to Weigh Vehicles

All solid waste, recycling and yard waste collected pursuant to these specifications shall be collected by vehicles which shall be empty and devoid of all material prior to the commencement of a collection day route. The Contractor may be required, at the sole discretion of the Town, to undergo spot checks of a vehicle or vehicles and to be weighed on a scale designated by the

Town prior to and/or at the conclusion of collection of a day's route. The Contractor shall collect, transport and dispose of only the applicable Town's solid waste, recycling and yard waste to the designated facility, as defined herein, regardless of which items of these specifications the Contractor is performing.

21. Mileage and Fuel Reconciliation of Equipment

Adjustments due to changes in costs of diesel fuel will be calculated as follows. The adjustment is to be based on the indexed diesel fuel cost, as published by the U.S. Department of Energy, Energy Information Administration, (website: <https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD EPD2D PTE R1X DPG &f=M>) for the New England region compared to the established baseline cost of **\$2.75 per gallon.**

The increase or decrease, as determined above will be applied to **2,835 gallons** of fuel per month. Adjustments will be made twice annually on July 1 and January 1, based on the indexed cost of diesel for the six calendar months prior to adjustment (July through December for 1/1/19 adjustment). The first adjustment shall be calculated and applied as of 1/1/19.

22. Liquidated Damages

Regardless of whether the Town notifies the Contractor, a violation of these specifications shall be considered a breach of Contract. For the purpose of computing damages under the provisions of this Article, it is agreed that the Town, without Waiver of any other rights or remedies, may deduct from payments otherwise due or to become due the Contractor the following amounts as liquidated damages:

- |     |  |                                |
|-----|--|--------------------------------|
| (1) | Failure to clean up spilled material.  | \$ 100.00 each instance        |
| (2) | Failure to collect material at those times provided by the collection schedule.  | \$ 100.00 each instance        |
| (3) | Failure to replace or pay for damaged containers within ten (10) days, for which the Town judges the Contractor to be at fault.  | \$ 100.00 each instance        |
| (4) | Failure to settle other claims for property Damage within thirty (30) days for which the Town judges the Contractor to be at fault. An additional amount of time may be allowed depending on the nature and severity of the claim. | \$ 500.00 plus amount of claim |
| (5) | Collection, transportation and disposal of solid waste not from the Town of Belmont or included under these specifications.  | \$10,000.00 each instance      |

- |     |  |                                   |
|-----|--|-----------------------------------|
| (6) | Failure to comply with written order to replace or increase number of vehicles. missing                                      | \$250.00 per day for each vehicle |
| (7) | Starting any collection route before 7:00 am or continuing collection after 5:00 pm without prior authorization by the Town. | \$250.00 each instance            |
| (8) | Improper disposal of solid waste, recyclables or yard waste without prior written authorization by the Town.                 | \$5,000.00 each instance          |

Liquidated damages shall be determined by the Town whose decision in the matter shall be final and binding.

23. Appropriations Required

This Contract in full or in part will be cancelled if funds are not appropriated or otherwise made available to support the continuation of the agreement after the first fiscal year.

24. Insurance Requirements

The Contractor shall carry and maintain the insurance required under the Contract Documents.

## Specifications Applicable to Item 1: Solid Waste Collection and Transportation

### 1. Collection

Solid Waste will be collected as specified at each household, elderly housing complex, apartment building, condominium in the Town and at all public buildings, places of worship and all buildings of a nonprofit nature once each week throughout the Contract period as scheduled. Public Schools will be collected as specified under the Section (8) titled, "Schools". Some public and residential buildings with dumpsters will be collected under Section (9) titled Dumpsters.

The following are the approximate number of households to be served under this Contract:

TYPE OF UNIT	# BUILDINGS	# HOUSEHOLDS
Single	4519	4519
Condos	1315	1315 (400 units picked up by dumpster)
Two	1649	3298
Three	146	438
Four	30	120
Six	2	12
Eight	2	16
Eleven	1	11
Twenty-three	1	23
Twenty-Four	1	2
Misc.	154	154
SUBTOTAL		9930

### Town-Owned Buildings (not including 6 public schools)

Fire Stations 299 Trapelo Rd & 99 Leonard St.....	2
Library 336 Concord Ave.....	1
Town Hall 455 Concord Ave.....	1
Police Dept. 460 Concord Ave.....	1
Homer Municipal Building 19 Moore St.....	1
School Administration Building 644 Pleasant St.....	1
Beech Street Center 266 Beech St.....	1
SUB-TOTAL.....	9

Houses of Worship.....	19
GRAND TOTAL:	9,958

### 2. Additions

During the life of this Contract, if any buildings are erected that would be included under this Contract, and then the materials from those buildings will be collected as part of this Contract. There will be no additional compensation for added collections as a result of new construction.

### 3. Container Requirements & Collections

The Contractor shall collect one (1) 64-gallon container of solid waste at the curb on a weekly basis unless otherwise specified. The Contractor and the Town will work together on a plan for the weekly collection of one (1) bulky waste item, overflow and/or second barrel collection that meets the needs of the Town. Contractor will take title to solid waste when loaded into its vehicles. Title to and liability for Unacceptable Waste, that Contractor could not reasonable have discovered shall remain with the Town.

**When solid waste is not collected, the Contractor shall immediately report the location and the reason to the Town.**

The Contractor is not required to collect:

- (1) Solid waste not in the 64-gallon carts supplied by the contractor and approved by the Town; or in overflow bags available from the Town and authorized retail locations.
- (2) Solid waste placed within the 64-gallon cart but exceeding 75lbs in weight and /or protruding from over the brim of the cart.
- (3) Unacceptable Waste
- (4) Solid waste which is not at curbside or close by during snow season at the appropriate time.
- (5) The Woodlands 1 & 2 Condo Development at McLean Hospital.
- (6) The Waverley Woods Housing at numbers 2 through 12 Olmstead Drive.
- (7) US Route 2 access road (Acorn Park Drive)
- (8) 125 Trapelo Road
- (9) Cushing Village

### 4. Overflow Bags

The Town will contract with a bag manufacturer of its choice to produce “overflow” bags available for purchase by residents at designated town and retail locations. Residents who have acceptable solid waste in excess of what will fit in their 64-gallon cart, may purchase “overflow” bags at a price set by the Town. The Contractor will collect acceptable solid waste placed in the “overflow” bags when the bags are placed curbside on the resident’s regular day of collection. The Contractor will charge the Town \$1.00 per bag. This fee will be charged to the Town at the time the bags are distributed to point of sale locations.

### 5. Cart Replacement/ Extra Carts

- (a) Lost and stolen carts can be replaced for a \$75 fee

### 6. Public Container Collection

The Contractor shall collect solid waste from public containers five times per week on Monday through Friday at each location listed below. When a Monday holiday occurs, public containers will be collected on Tuesday through Friday. These containers are for public use and are not intended to be used by businesses. The Contractor is not required to and shall not collect commercial refuse from the vicinity of these public containers. The Town may require the Contractor to collect no more than two additional public container collections per year of the

Contract. If a public container is damaged or cannot be collected for any reason, the Contractor shall notify the Town immediately. These public containers are owned and maintained by the Town.

#Containers	Location	Current Business
2	On Alexander Avenue at Leonard Street	1 @ MBTA Bus Stop 1 @ Foodies
1	133 Belmont Street	Belmont Variety
1	Belmont Street @ Trapelo Road Delta	MBTA Bus Stop
1 (Solar Belly)	6 Channing Road	Nick's Pizza
1 (Solar Belly)	1 Church	MBTA Bus Stop
1	50 Church Street	Dunkin Donuts
3	Church Street @ Trapelo Road	Commuter Rail Station
1	438 Common Street	Wescotte
1	459 Common Street	Real Estate 109
1	462 Common Street	Teddy's Kitchen
1	221 Concord Avenue	High School Road Exit
1	Concord Avenue @ Underwood street	Clay Pit Pond Park
3	12 Leonard Street opposite Delta	Belmont Saving Bank
1	27 Leonard Street	Gregory's
1	36 Leonard Street	Rancatore
1	40 Leonard Street	Cambridge Savings Bank
1	43 Leonard Street	Comella's
1	47 Leonard Street	Starbucks
1	51 Leonard Street	Craft Beer
1	59 Leonard Street	Revolve
1	65 Leonard Street	Citizens Bank
1	60 Leonard Street	CVS
1	68 Leonard Street	Bells & Whistle
1	80 Leonard Street	Belmont Café
3	2 Trapelo Road	Moozy's Ice Cream
1	97 Trapelo Road	As Tyme goes By
1	121 Trapelo Road	Mark and Toni's Pizza
1 (Solar Belly)	130 Trapelo Road	MBTA Bus Stop
1	236 Trapelo Road	Domino's Pizza
1	326 Trapelo Road	L&C Variety
1 (Solar Belly)	353 Trapelo Road	Dunkin Donuts
1	360 Trapelo Road	Laundrymat
1	386 Trapelo Road	Variety Store
1	430 Trapelo Road	Near MBTA Stop
1	Belmont Center Parking Lot	

**Total: 42 Containers**



## 7. Special Collections

The Police Department at 460 Concord Avenue shall be collected every Monday and Thursday except on any holiday week when the affected collection will be delayed by one day.

In the case that the Town, when needed, requests that the contractor provide the means for a special collection, the Contractor will provide a truck and laborer at a rate of **\$180 per hour**. These special collections will be for Town events during the year and will require one packer and labor for loading and transporting solid waste and 1 recycling truck and labor for loading and transporting recyclables. These collections may be required on any day of the week, and the Town will notify the Contractor five working days prior to these special collections.

Contractor agrees to deliver and transport up to five – 30 cubic yard containers per year at no charge to the Town at Town designated special events. Contractor shall also participate in “Town Day” by supplying one trash vehicles and one recycling vehicles for the event at no charge to the Town.

## 8. Schools

Solid waste shall be collected at all of the Town's 6 public schools once each day, Monday through Friday while school is in session along with the two weeks after schools close and the one week before schools open. The collection will be at the location specified at each school as shown on the table below. The order and timeframe that each school will be collected is shown below so as not to conflict with the release of students. This schedule will be strictly enforced so as not to jeopardize student safety. The estimated number of collection days during each school year is 180 days. Upon request, the Belmont School Department will provide the Contractor with a copy of the school calendar at the beginning of each school year. During the balance of the year when school is not in session, public schools will be collected at curbside once each week on regular routes. The following is a list of the Belmont Public Schools and their collection schedule:

SCHOOL AND ORDER	COLLECTION LOCATION		COLLECTION TIME
SCHOOL	PICK UP	PICK UP LOCATION	PICK UP BETWEEN HOURS OF
Chenery Middle School	Daily	In Oakley Road parking lot	1:00-2:00 PM
Daniel Butler School	Daily	Sycamore Street	1:30-2:30 PM
Roger Wellington School	Daily	121 Orchard Street	2:00-2:30 PM
Mary Lee Burbank School	Daily	In driveway next to school	2:00-2:30 PM
Winn Brook School	Daily	Sherman Street @ school driveway	2:00-2:30 PM
Belmont High School	Daily	Behind School	1:30-2:30 PM

During the School Christmas, February and April vacation weeks, the Contractor shall collect all 6 schools on the regularly scheduled collection.

9. Dumpsters

The Contractor shall provide eleven dumpsters for the term of the contract. Dumpsters shall be of steel construction with lockable, hinged plastic or steel covers. The dumpster size, location and collection schedule will be according to the list below. The dumpsters shall be owned and maintained by the Contractor. As necessary and determined by the Town, the dumpsters will be repaired or replaced if inadequate to perform their function within one month of the Town's request. The Belmont Board of Health Dumpster Permits will be obtained by the Town.

Location	Schedule	Size
Highway Division Yard	Monday through Friday, 37 C Street	1-10 Cubic Yard
Skating Rink	Monday through Friday, 297 Concord Ave	1-10 Cubic Yard
Hill Estates	Monday, 51 Hill Rd.	4-10 Cubic Yard
Belmont Cemetery	Tuesday, ENTER BY FAIRVIEW AVE ONLY	1-6 Cubic yard
Water Division Yard	Thursday, 35 Woodland St	1-6 Cubic Yard
High School - See School Schedule	221 Concord Ave. Behind School	2-10 Cubic Yard
Electric Light Department	Thursday, 40 Prince St	1-6 Cubic Yard

10. Quantity Estimates

It is estimated that approximately 7,400 tons of solid waste per year (3-year average) are collected and transported. The Town makes no guarantee as to the accuracy of this estimate or the estimated quantity or composition of solid waste.

11. Disposal

After collection by the Contractor, all solid waste will be transported in vehicles provided by the Contractor to one of the following locations at the option of the Town: the Wheelabrator North Andover Facility in North Andover, Massachusetts, or an alternative site within 30 miles from Belmont Town Hall at 455 Concord Avenue, Belmont, MA. All disposal sites must be reached by a route designated by the Town. The town is currently under contract with the Wheelabrator North Andover facility until June 30, 2020 and the designated route is shown in Appendix B. All solid waste disposal costs (tipping fees) will be paid directly by the Town under a separate agreement with Wheelabrator North Andover.

12. Invoices and Payments

Each monthly invoice shall be for 1/12th of the annual Contract amount, subject to deductions of claims by the Town for failure to perform and subject to deductions for liquidated damages as more fully set forth elsewhere herein. Monthly payments are to be made on the basis of service performed during the preceding month and not payable for work in advance.

Payment by the Town to the Contractor subject to deductions, claims and liquidated damages shall be made within 45 days from the completion of that month's service.

13. Deductions and Claims

The Town shall not be required to pay or honor any amount covering services rendered which the Town is disputing, including any damages therefore. The Town shall not, however, withhold any sums due the Contractor hereunder for services rendered which are not in dispute, except that the Town may withhold payment of an amount equal to (1) any amount due to services rendered in dispute plus (2) any additional damage, on account of the Contractor's failure to perform. In addition to withholding payments as set forth herein, the Town shall be entitled to any other remedy at law or in equity to protect its interests or to be made whole.

14. Method of Computation

A collection route day payment shall be computed by dividing the per annum bid charge by the number of collection days per year. The collection route day payment shall be used in computing the amount to be paid the Contractor in the event of failure to make scheduled collections and transports.

## **Specifications Applicable to Item 2: Recycling Collection, Transportation and Marketing**

### **1. Description**

The Town of Belmont proposes to enter into an agreement that will continue it's long-term, effective and environmentally sound every other week curbside program for residential recycling. Each solid waste collection day has been divided approximately in half and recycling bins have been color coordinated to designate a "green" week and a "blue" week. The curbside recycling routes are shown in Appendix D. During each week, approximately 1/2 of each solid waste collection route is collected for the recycling program. The Contractor shall be responsible for the processing and marketing of recyclables. The Town currently has a Mandatory Recycling By-Law with anti-scavenger provisions. Proposers are encouraged to submit proposals for all items possible. Preference will be given to a company if it can effectively provide all of the services required by the Town. The Town reserves the right to choose any one or combination of items offered and to award Items to separate contractors.

The following work under Item 2 may at any time be adjusted, altered and/or dismissed at the Town's discretion:

- (a) Additional School pick-ups as needed for both Trash and Recycling. If space permits, additional collection containers will be given.
- (b) Recycling Roll-off container to be provided for special events (Recycling Day, Earth Day, School Recycling, or other). These requests will be coordinated and scheduled through the Recycling Coordinator.
- (c) In the event the Town exercises a mandatory recycling option that requires recycling set out in order to have trash picked up, the Contractor will work with the Town as long as it does not impair on the overall effectiveness of collection programs (i.e. in such a program if Contractor leaves trash behind due to a resident infraction, that they are not asked to go back and pick up until the following week).

### **2. Container Requirements**

Single-stream recyclables shall be collected in 96-gallon wheeled carts as issued by the Contractor weighing no more than 100 pounds. The Contractor shall collect recyclables from 96 gallon wheeled containers, provided by the Town to all Town Buildings, apartment buildings, condominiums and other dwellings of 12 or greater units. There are approximately 17 locations with a total of approximately 60 wheeled containers.

### **3. Recycling Collections**

Single-stream recyclables as defined and awarded herein will be collected as specified herein at each household, residence, elderly housing complex, apartment building, condominium in the Town and at all public buildings, places of worship and at all buildings of a nonprofit nature once every other week throughout the Contract period as scheduled. The every other week collection of wheeled containers at all apartment buildings, condominiums and dwellings of 12

units or greater, shall be on the regularly scheduled recycling day for that route as specified in Appendix D. The Contractor shall not collect recyclables that are not placed curbside in the 96-gallon wheeled cart as specified. Residents will not be required to source separate recyclables. The Contractor shall take and acquire title to Recyclables at the time the Contractor removes such recyclables from curbside and loads the recyclables onto collection vehicles.

**When recyclables are not collected, the Contractor shall immediately report the location and the reason to the Town.**

Contractor is not required to collect:

- (a) Recyclables not in proper containers.
- (b) Recyclables which are not at curbside, or close by during snow season, at the appropriate time.
- (c) Recyclables mixed with rubbish, garbage, yard waste, brush, unacceptable waste or hazardous waste
- (d) Recyclables at the following locations:
  - 1. The Woodlands Condo Development at McLean Hospital.
  - 2. The Waverley Woods Housing at numbers 2 through 12 Olmstead Drive.
  - 3. US Route 2 access road (Acorn Park Drive)
  - 4. 125 Trapelo Road; and
  - 5. Cushing Village

The approximate number of households to be served under this section is 9,958. A breakdown of the various types of households is shown under "Item #1, Section 3".

4. The Contractor shall include any additional recyclables added to the commingled and recyclable paper streams during the term of this contract at no additional cost to the Town. If the Contractor learns of changes in the acceptable materials or preparation requirements at the applicable materials recycling facility, the Contractor shall notify the Town by March 1st of each contract year so that the Town can include any such changes in its annual publicity about the program. Any costs and penalties imposed by the processing facility for failure to meet specifications, and any rejection of trucks, shall be the sole responsibility of the Contractor.

5. White Goods and Cathode Ray Tube (CRT) Collection

The Contractor shall collect all white goods and CRTs (TV's of all types) as defined herein on a weekly basis from a list provided by the Town. This list will be developed from residents requesting collections from the solid waste routes as specified in the sections of these

specifications entitled “General Conditions” and “Item # 1 Solid Waste Collection and Transportation” This list will be provided to the Contractor on the day prior to the collection by 3:00 PM. The Contractor shall be responsible for removing refrigerant in all white goods as required by Federal and State laws and regulations. Throughout the term of this contract the Contractor shall be responsible for all collection, transportation, refrigerant removal and recycling costs as specified, at a recycling facility that meets all current or future Federal and State laws and regulations. The three-year average quantity of white goods collected is shown in Appendix C. Actual quantities may vary and are not guaranteed. The Contractor shall provide an updated detailed list after each collection showing additions and deductions from the original list provided by the Town. CRTs will be collected and transported to a town-owned location to be determined in Belmont, MA. All collection, recycling and processing costs for CRTs will be the Contractor’s responsibility. The Contractor shall use reasonable care in this collection so as not to unnecessarily damage the CRTs for recycling. The Contractor shall provide an updated detailed list after each collection showing additions and deductions from the original list provided by the Town. The three-year average quantity of CRTs collected is shown in Appendix C and actual quantities may vary and are not guaranteed.

#### 6. Schools

Recyclables shall be collected at all of the town's public schools under Item #2 and applicable items, if chosen by the Town. All public schools shall receive weekly recycling collection. Public Schools will receive recycling containers provided by the Town and put them at the curb by 7:30 AM according to the school recycling schedule as shown below.

The Contractor shall collect an unlimited quantity of bins or wheeled containers at curbside under Item #2 and any applicable items chosen.

School	Recycling Day	Pick Up	Pick-up Location	Has to be Curbside by
Chenery Middle School	Tuesday	Weekly	In Oakley Road parking lot	7:30 AM
Daniel Butler School	Thursday	Weekly	Sycamore Street	7:30 AM
Roger Wellington School	Tuesday	Weekly	121 Orchard Street	7:30 AM
Mary Lee Burbank School	Wednesday	Weekly	In driveway next to school	7:30 AM
Winn Brook School	Wednesday	Weekly	Sherman Street @ school driveway	7:30 AM
Belmont High School	Wednesday	Weekly	Behind School	7:30 AM

7. Additions

During the life of this Contract, if any buildings are erected that would have been included under this Contract, and then the materials from those buildings will be collected as part of this Contract. There will be no additional compensation for added collections as a result of new construction.

8. Recording Requirements

The Contractor shall include on the monthly invoice, with all necessary and reasonable supporting documentation, the itemized tonnage of commingled material and recyclable mixed paper products recycled for the preceding month.

9. Marketing, Revenues and Expenses

In order to process and market recyclables, which the Contractor is obligated to accept, the Contractor represents that it intends to enter into a Contract or Contracts with a suitable recycling organization for the processing and marketing of recyclables. The Contractor shall provide the Town with definitive information regarding the Contractor's agreements with recycling markets for each of the recyclables processed. Information concerning said markets will be provided under the section titled Service Proposals. Under Item #2, the Contractor will charge or rebate the town on a monthly basis for recyclable materials collected based upon the blended value calculation formula provided in Appendix F. The value of the Recyclables meeting the Specifications shall be as set forth on Appendix F. The initial composition of the Recyclables shall be as set forth on Appendix F. Each month the "Blended Value" of said recyclable materials shall be deducted from the processing cost to determine the net charge for recyclable materials should the "Blended Value" be below the "Processing Fee". If the "Blended Value" exceeds the Processing Fee, the Town shall be paid 70% of the excess value (Blended Value minus Processing Fee x 70%). "Blended Value" shall be determined by using either published indexes or actual value as set forth on the "Blended Value" Appendix attached hereto. "PPI" means the higher of the Domestic prices published by RISI Pulp and Paper Index for the New England Region, 1<sup>st</sup> issue of the month retroactive to the first of the month. "SMP" means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com) for the New York region, first dated price each month, retroactive to the first of the month. "Actual" value means the average price paid to or charge to the processing facility during the month of delivery, less any freight or other charges paid to third parties. If PPI or SMP is no longer published or reflective of prevailing market conditions, company with notification to the Town may propose to use an alternate publication(s) or alternate method to determine the value of each commodity. See the "Blended Value" Appendix F as samples of monthly calculations. Notwithstanding the foregoing, Company may perform a composition study of the Recyclables to determine the composition percentage of each commodity for the Recyclables and may revise the amount payable or chargeable to Customer to reflect the actual composition of Customer's Recyclables. Customer acknowledges that the value of the Recyclables may be negative.

10. Recycling Guarantee

The Contractor guarantees that at no time during the term of this Contract shall any recyclables collected and hauled by it under this Contract be incinerated, landfilled or disposed of in any other manner except recycled without prior written approval of the Town, which consent shall not be unreasonably withheld. The Town recognizes that some portion of the recyclable materials set-out by residents for collection will not be recovered during the processing procedure and will be disposed of as residue and will not require consent of the Town to do so.

11. Renegotiations

The Contractor agrees that in the event that a more advantageous and less expensive opportunity to process and market recyclables presents itself to the Town, the Contractor will re-negotiate the processing and marketing costs in good faith with the Town.

12. Quantity Estimates

The estimated quantity of recyclables (3-year average) specified in this section are listed below:

Mixed recyclable paper and corrugated cardboard: 1,675 tons per year

Commingled: 854 tons per year

The Town makes no guarantee as to the accuracy of this estimate or the estimated quantity or composition of solid waste.

13. Invoices and Payments

Each monthly invoice shall be for one 1/12th of the annual Contract amount, subject to deductions of claims by the Town for failure to perform and subject to deductions for liquidated damages as more fully set forth elsewhere herein. Monthly payments are to be made on the basis of service performed during the preceding month and not payable for work in advance. Payment by the Town to the Contractor subject to deductions, claims and liquidated damages shall be made within 45 days from the completion of that month's service.

14. Deductions and Claims

The Town shall not be required to pay or honor any amount covering services rendered which the Town is disputing, including any damages therefore. The Town shall not, however, withhold any sums due the Contractor hereunder for services rendered which are not in dispute, except that the Town may withhold payment of an amount equal to (1) any amount due to services rendered in dispute plus (2) any additional damage, on account of the Contractor's failure to perform. In addition to withholding payments as set forth herein, the Town shall be entitled to any other remedy at law or in equity to protect its interests or to be made whole.



15. Method of Computation

A collection route day payment shall be computed by dividing the per annum bid charge by the number of collection days per year. The collection route day payment shall be used in computing the amount to be paid the Contractor in the event of failure to make scheduled collections and transports.

16. Outreach Support

Contractor shall contribute \$5,000.00 in year one to support the Towns community outreach efforts. Funding can be used for printing and mailing information flyers or other activities to educate residents on changes to the solid waste and recycling collection program. Contract shall also make available equipment and personnel to be used to develop a local cable broadcast to inform residents about the automated collection system being implemented. Town agrees to provide resources to film and broadcast the segment.

## **Specifications Applicable to Item 3: Yard Waste Collection, Transportation and Composting**

### **1. Description**

The Town of Belmont proposes to enter into an agreement that will continue its long-term, environmentally sound, effective recycling program for yard waste. Currently, the Town has an every other week curbside residential yard waste collection program from the first full week of April to the last full week of October. There will be seven weekly collections from the last full week of October through the first full week in December. The Town currently has a mandatory recycling by-law. Preference will be given to a company that can effectively provide all the services required by the Town. Under this Item, Proposers is required to submit one (1) lump sum bid for the cost to provide a yard waste program as specified for each year of the Contract.

As an alternate service, a separate price proposal for the collection, transportation and composting of Christmas trees for the first 2 weeks in January is included on Appendix E.

### **2. Container Requirements**

Yard waste shall be collected in clearly marked, rigid open containers of sufficient strength to prevent failing which can be easily emptied or in biodegradable paper bags of no more than 32-gallon capacity nor more than 50 pounds in weight. The Contractor will not be responsible for providing yard waste containers. The Town will be responsible for providing weatherproof self-adhering yard waste stickers. These stickers will be distributed by the Town to enable the Contractor to identify open containers as yard waste receptacles.

### **3. Collections**

Yard waste as defined and awarded herein will be collected as specified herein at each dwelling, residence, apartment building, condominium in the Town and at all public buildings, places of worship and all buildings of a nonprofit nature on a schedule throughout the Contract period seasonally, provided that the Town and the Contractor may agree to modify the commencement and/or cessation dates of yard waste collection due to weather conditions. The Contractor shall collect an unlimited quantity of yard waste in specified containers at curbside every other week on the recycling routes described under "Item #2 Section (1) Description" and as shown in Appendix D and as specified from the first full week of April to the last full week of October. There will be 7 weekly collections for all households, from the last full week of October through the first full week of December. The Contractor shall take and require title to the yard waste at the time the Contractor removes such yard waste from curbside and loads the yard waste onto collection vehicles.

When yard waste is not collected, the Contractor shall immediately report the location and the reason to the Town.

The Contractor is not required to collect:

- (e) Yard waste not in proper containers.

- (f) Yard waste which is not at curbside, or close by during snow season, at the appropriate time.
- (g) Yard waste mixed with foreign materials.
- (h) Yard waste in plastic bags.
- (i) Yard Waste at the following locations:
  - 1. The Woodlands Condo Development at McLean Hospital.
  - 2. The Waverley Woods Housing at numbers 2 through 12 Olmstead Drive.
  - 3. US Route 2 access road (Acorn Park Drive)
  - 4. 125 Trapelo Road
  - 5. Cushing Village

The approximate number of collection locations to be served under this section is 9,958. A breakdown of the various types of households is shown under "Item #1, Section 3 of Solid Waste Collection & Transportation".

Bid Item #3 shall be for the annual lump sum cost to provide a curbside yard waste program of collection, transportation and processing of compost every other week from the first full week of April to the last full week of October. There will be seven weekly collections for all households from the last full week of October through the first full week in December.

#### 4. Additions

During the life of this Contract any building erected that would have been included under this Contract will have their yard waste collected as part of this Contract. There will be no additional compensation for added collections as a result of new construction.

#### 5. Composting

In addition to collecting and transporting, the Contractor will also be responsible for composting all yard waste collected under Item #3 at a site to be named under the Service Proposal section of this Request for Proposals. The Town cannot provide a site for composting yard waste. The Contractor will be responsible for all expenses associated with the composting provisions under this Contract for composting, and shall be entitled to collect the revenue therefrom.

#### 6. Composting Guarantee

The Contractor guarantees that at no time during the term of this Contract shall any yard waste collected and hauled under this Contract be incinerated, landfilled, or disposed of in any other manner except recycled, without prior written approval of the Town.

7. Recording Requirements

The Contractor shall include on the monthly invoice, with all necessary and reasonable supporting documentation, the tonnage of yard waste collected and composted for the preceding month, the expenses for such collection and the revenues generated by composting, if any which shall be deducted from the monthly invoice.

8. Quantity Estimates

The estimated quantities of yard waste for Item #3 specified in this section is 1,743 tons per year (3-year average). The Town makes no guarantee as to the accuracy of this estimate or the estimated quantity or composition of yard waste.

9. Proposal Cost

10. Invoices and Payments

Each monthly invoice shall be for 1/12 of the annual contract amount, subject to deductions of claims by the Town for failure to perform and subject to deductions for liquidated damages as more fully set forth elsewhere herein. Monthly payments are to be made on the basis of service performed during the preceding month and not payable for work in advance. Payment by the Town to the Contractor subject to deductions, claims and liquidated damages shall be made within 45 days from the completion of that month's service.

11. Deductions and Claims

The Town shall not be required to pay or honor any amount covering services rendered which the Town is disputing, including any damages therefore. The Town shall not, however, withhold any sums due the Contractor hereunder for services rendered which are not in dispute, except that the Town may withhold payment of an amount equal to (1) any amount due to services rendered in dispute plus (2) any additional damage, on account of the Contractor's failure to perform. In addition to withholding payments as set forth herein, the Town shall be entitled to any other remedy at law or in equity to protect its interests or to be made whole.

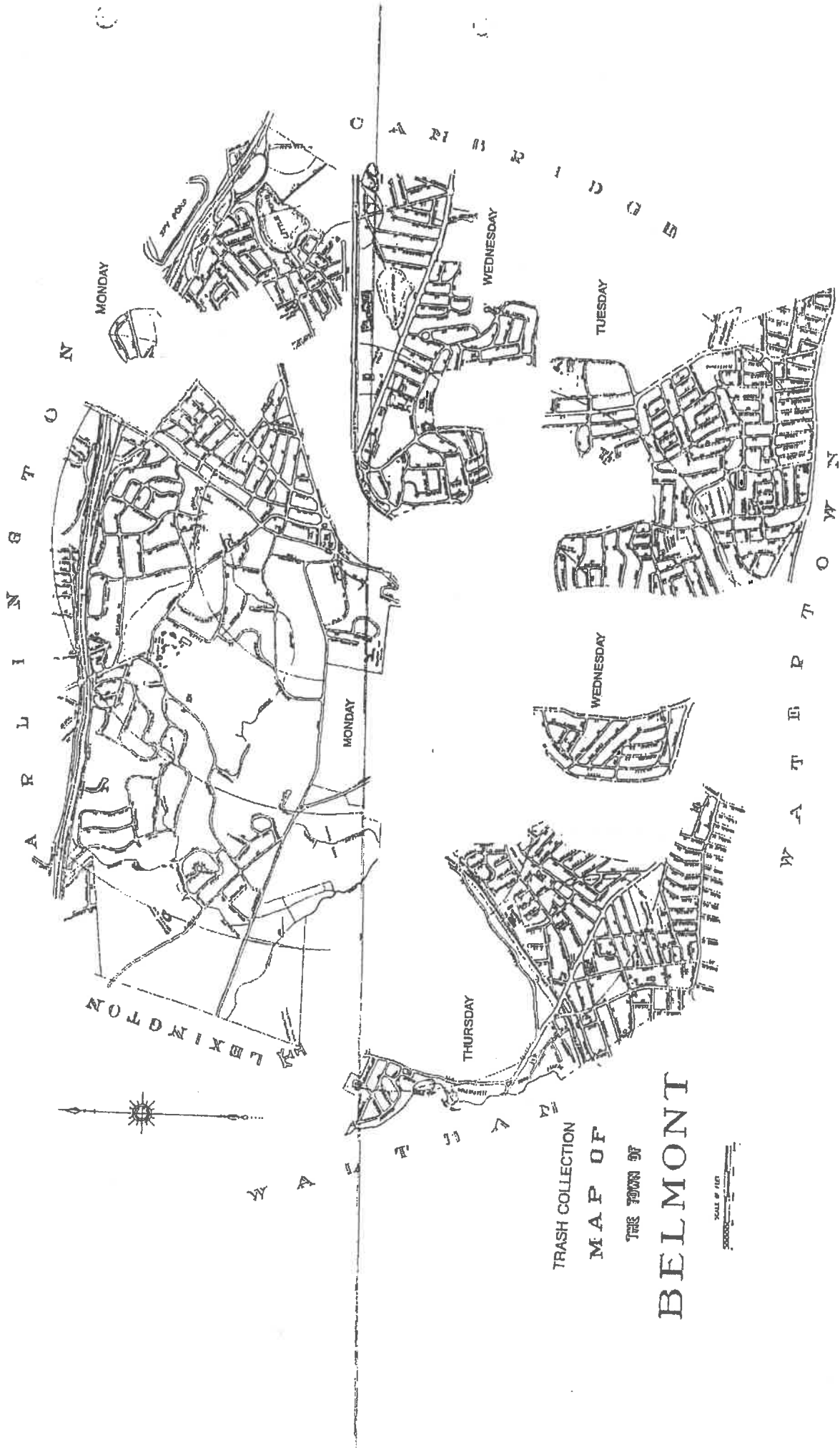
12. Method of Computation

A collection route day payment shall be computed by dividing the per annum bid charge by the number of collection days per year. The collection route day payment shall be used in computing the amount to be paid the Contractor in the event of failure to make scheduled collections and transports.

APPENDIX A

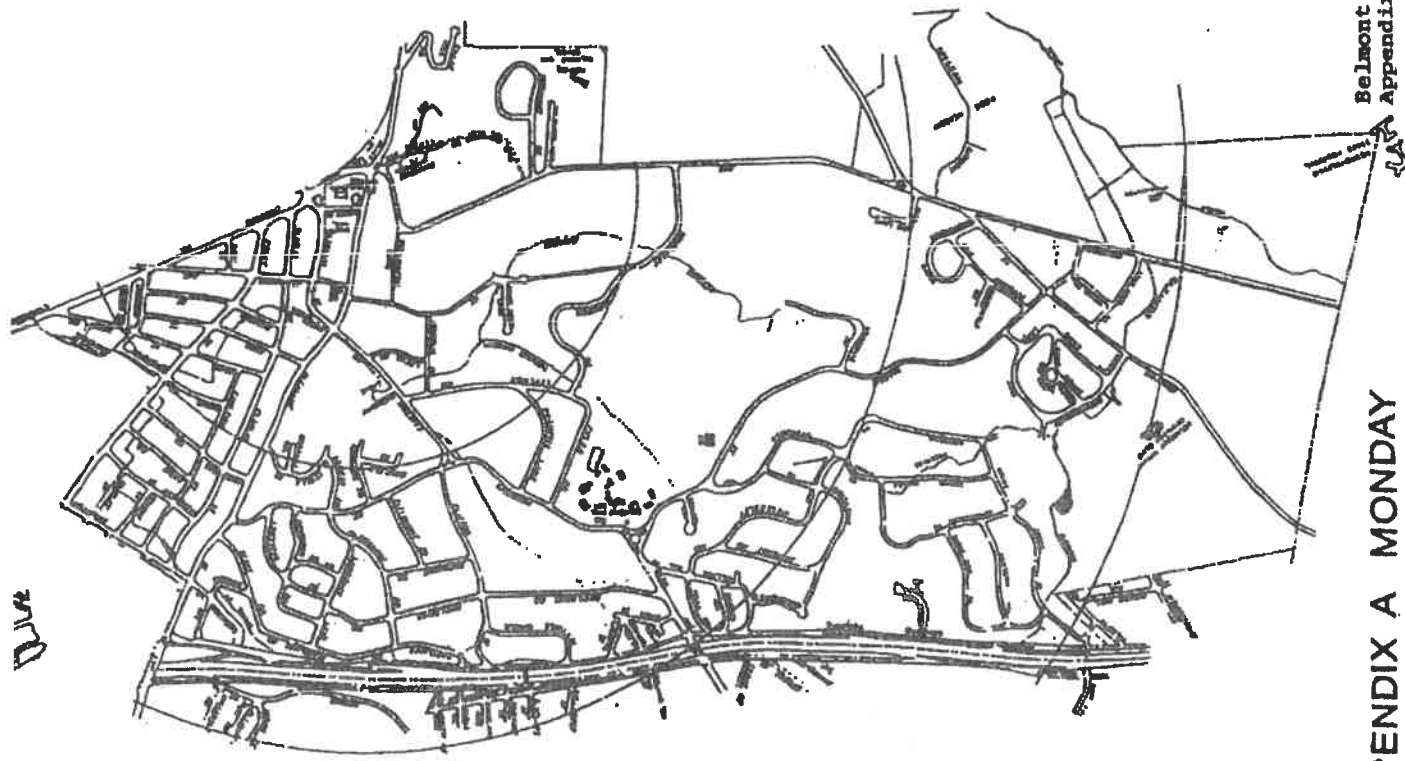
MAPS OF DAILY TRASH & RECYCLING ROUTES





TRASH COLLECTION  
MAP OF  
THE TOWN OF  
BELMONT

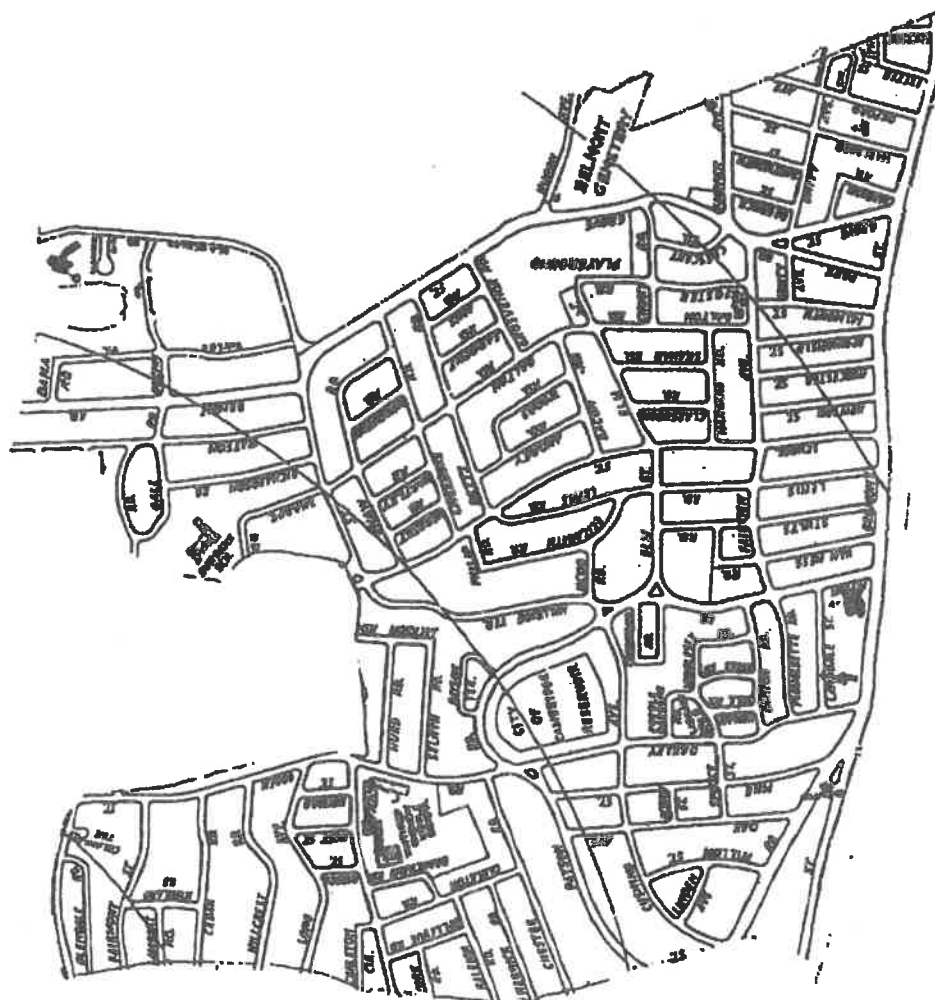
SCALE OF FEET



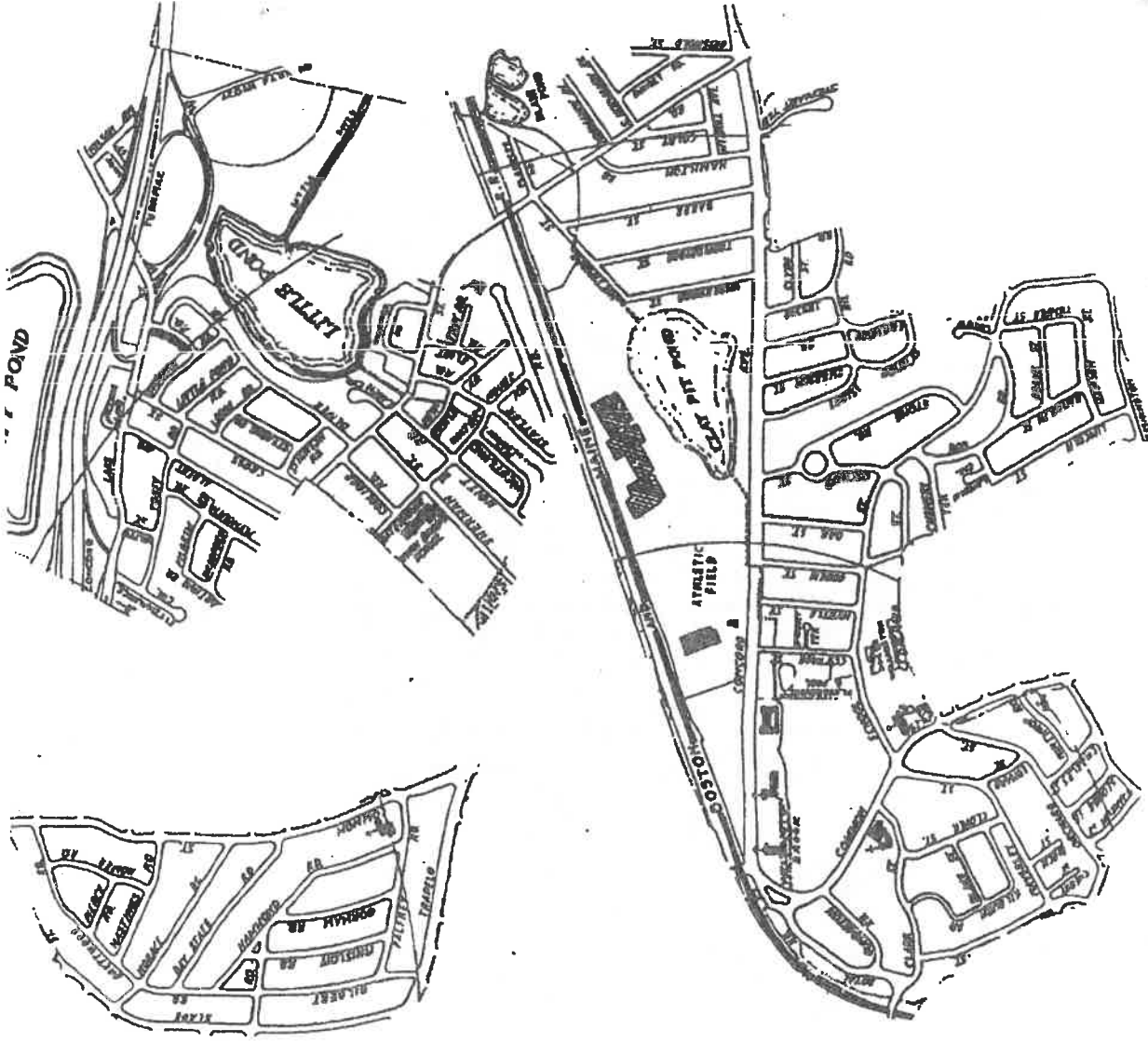
Belmont  
Appendix A-1

APPENDIX A MONDAY



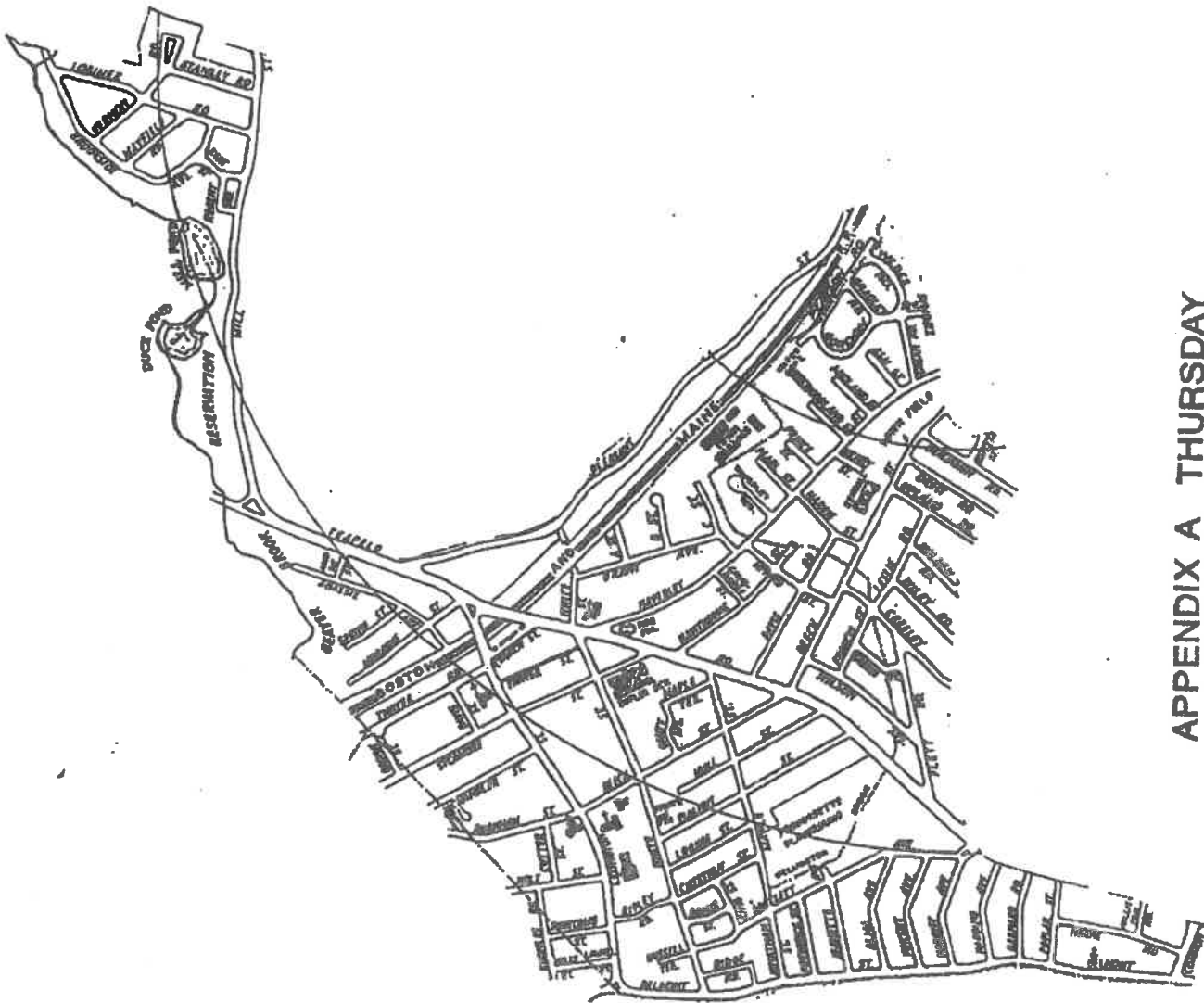


## APPENDIX A TUESDAY



## APPENDIX A WEDNESDAY

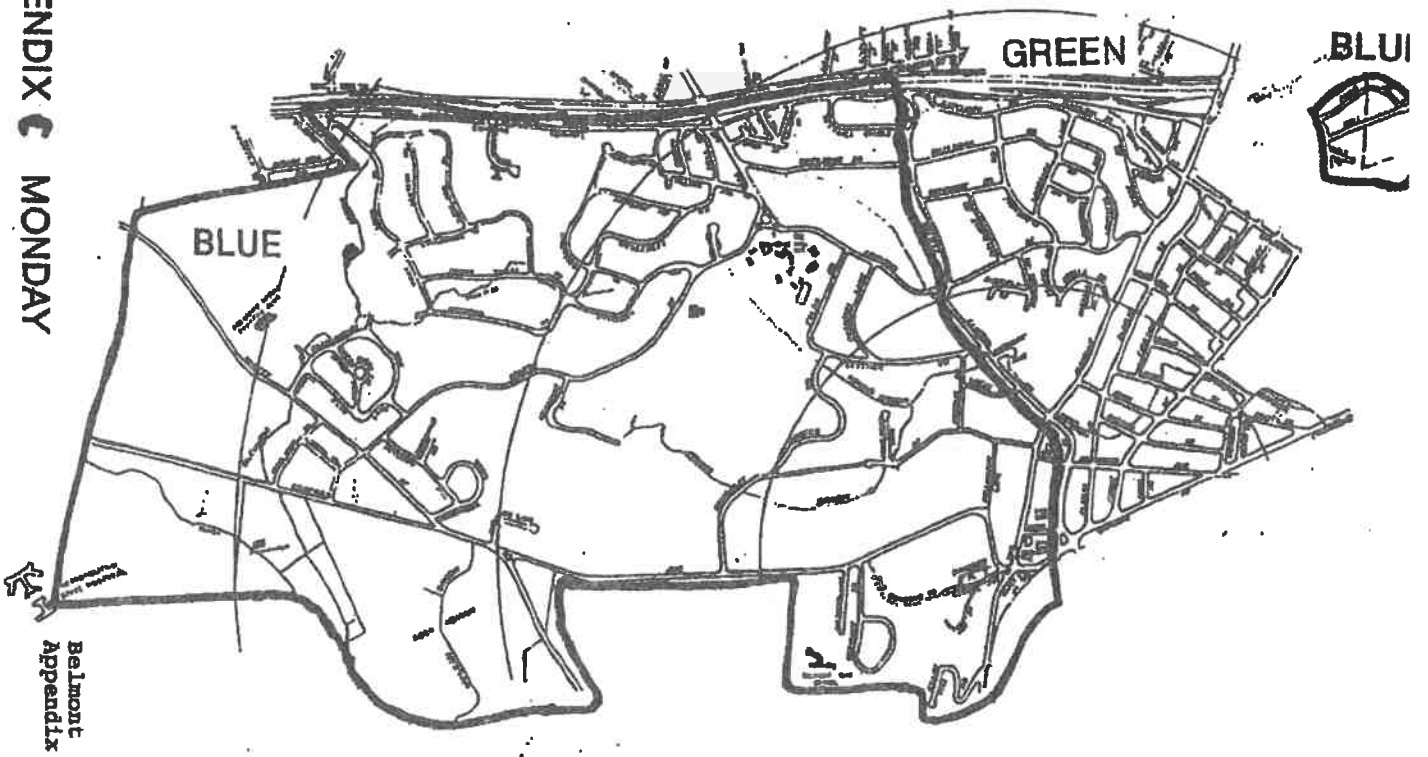
Belmont  
Appendix A-3

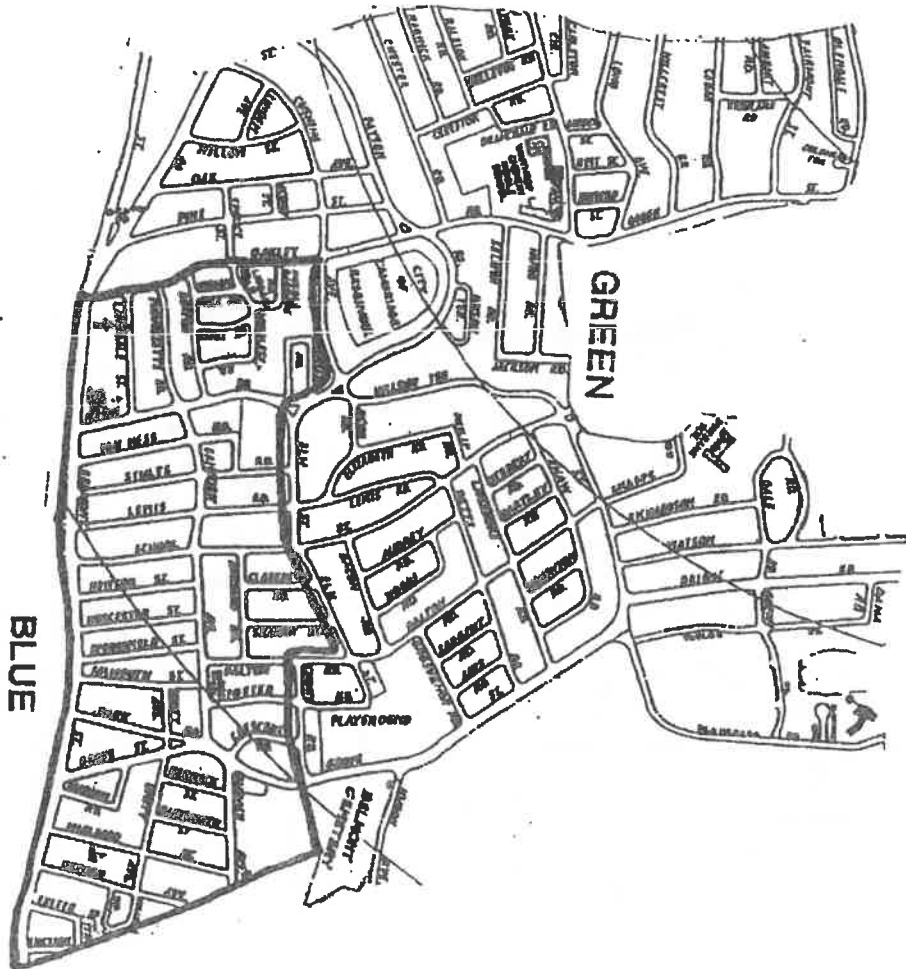


## APPENDIX A THURSDAY



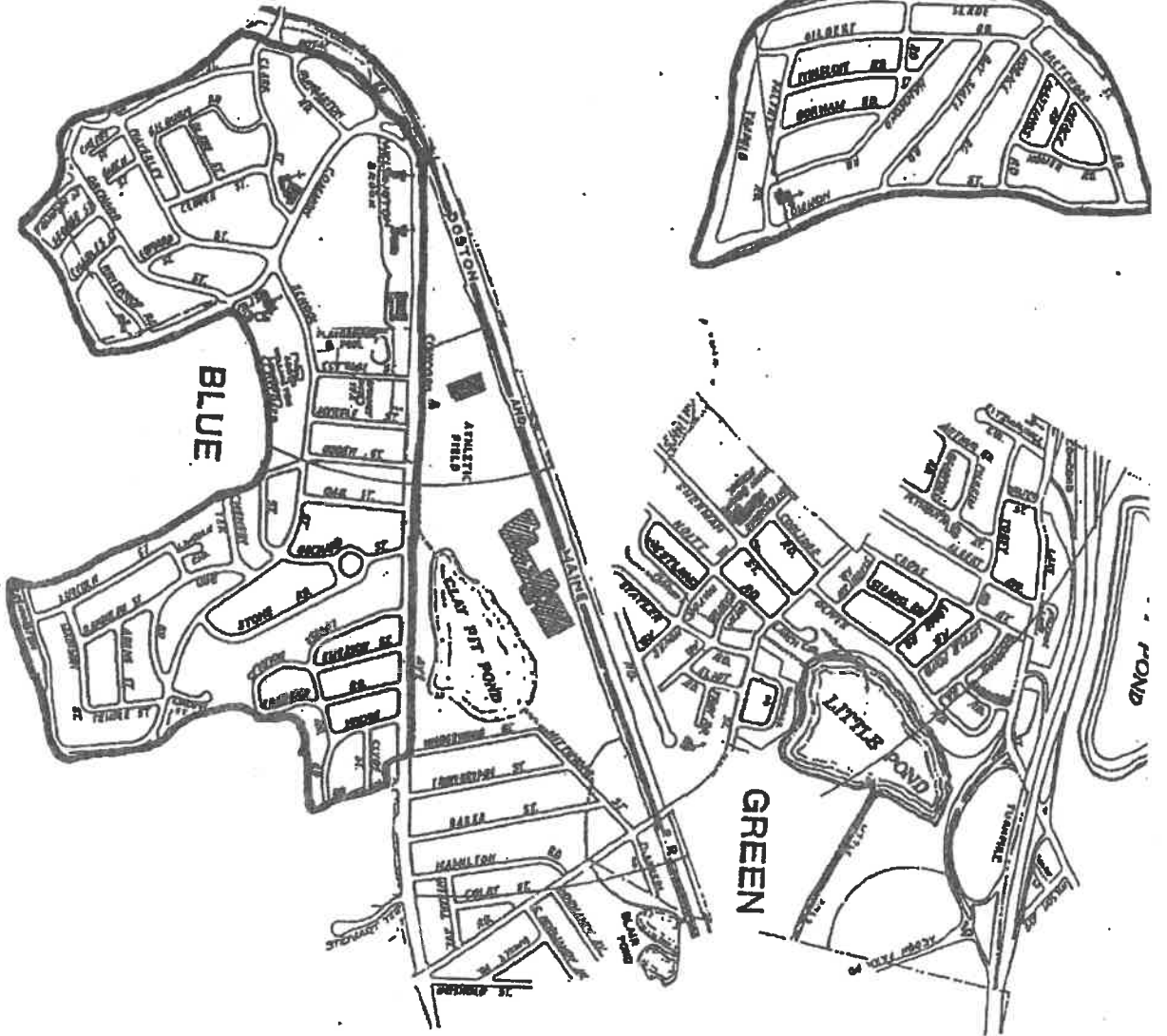
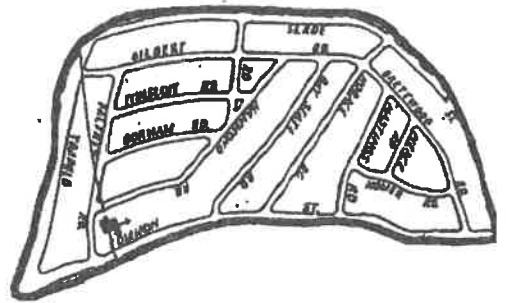
APPENDIX C MONDAY



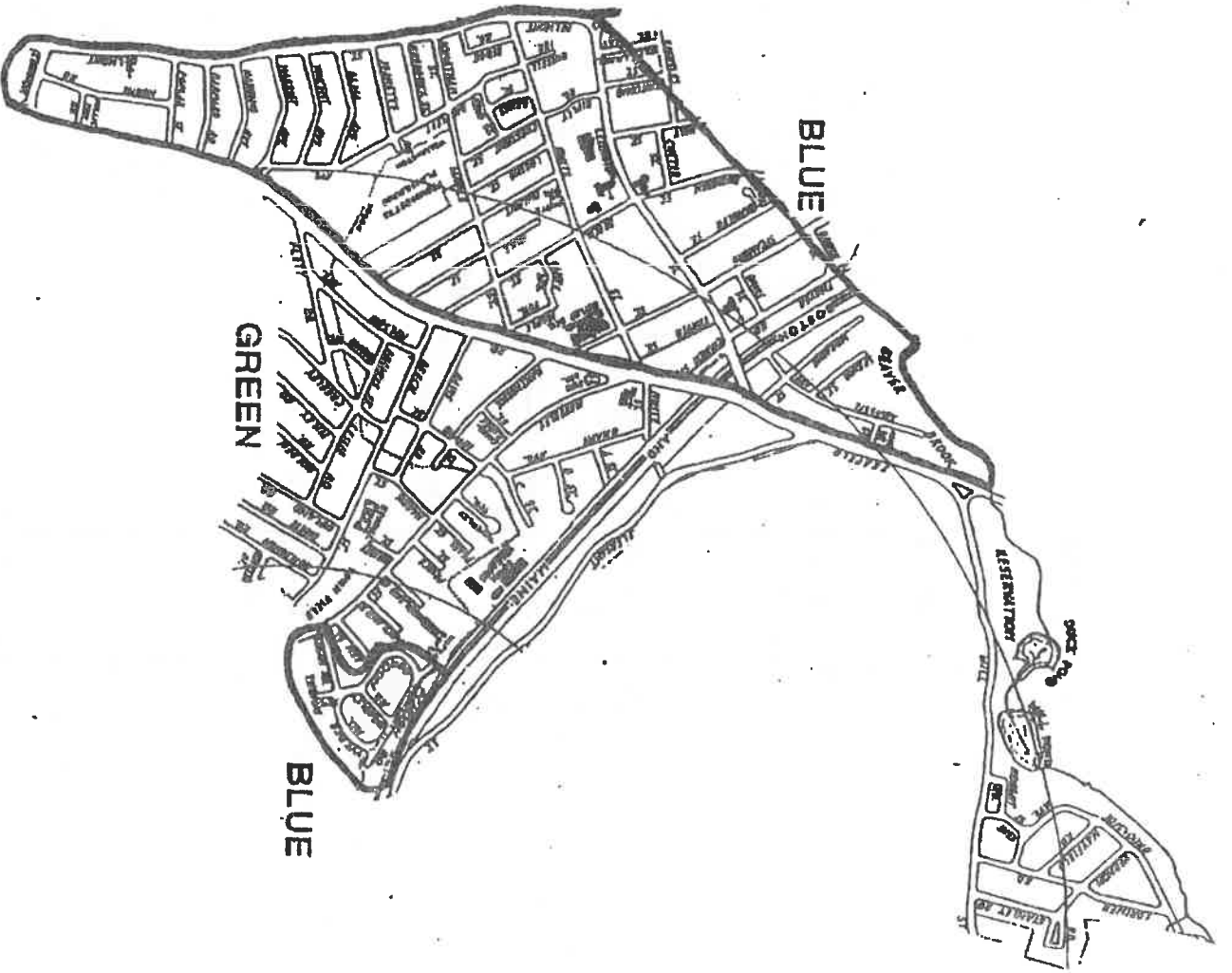


# APPENDIX C TUESDAY

Belmont Appendix



# APPENDIX C WEDNESDAY



APPENDIX C THURSDAY

Belmont Appendix



## Appendix B

### Street Lists



## Street\_List

Day	Street	Number	Color
Monday	Alexander Ave	7-21	Blue
Monday	Amherst Rd	Entire	Blue
Monday	Audubon Lane	Entire	Blue
Monday	Beatrice Circle	Entire	Blue
Monday	Bellington St	Entire	Blue
Monday	Birch Hill Rd	Entire	Blue
Monday	Centre Ave	Entire	Blue
Monday	Concord Ave	460-1105	Blue
Monday	Country Club Ln	Entire	Blue
Monday	Crestview Rd	Entire	Blue
Monday	Cumberland Rd	Entire	Blue
Monday	Day School Ln	Entire	Blue
Monday	Dorset Rd	Entire	Blue
Monday	Dundonald Rd	Entire	Blue
Monday	Edmunds Way	Entire	Blue
Monday	Evergreen Way	Entire	Blue
Monday	Fletcher Rd	Entire	Blue
Monday	Greensbrook Way	Entire	Blue
Monday	Greybirch Cir	Entire	Blue
Monday	Greybirch Park	Entire	Blue
Monday	Hay Rd	Entire	Blue
Monday	Hermon St	Entire	Blue
Monday	Hill Rd	Entire	Blue
Monday	Hough Rd	Entire	Blue
Monday	Howells Rd	Entire	Blue
Monday	Juniper Rd	Entire	Blue
Monday	Knox St	Entire	Blue
Monday	Lamoine St	Entire	Blue
Monday	Lantern Rd	Entire	Blue
Monday	Ledgewood Pl	Entire	Blue
Monday	Locke Rd	Entire	Blue
Monday	Longmeadow Rd	Entire	Blue
Monday	Marsh St	Entire	Blue
Monday	Mill St	251-337	Blue
Monday	Moore St	Entire	Blue
Monday	Oakmont Ln	Entire	Blue
Monday	Old Concord Rd	Entire	Blue
Monday	Park Ave	Entire	Blue
Monday	Partridge Ln	Entire	Blue
Monday	Pinehurst Rd	Entire	Blue
Monday	Pleasant St	560-1034	Blue
Monday	Pond St	Entire	Blue
Monday	Prentiss Ln	Entire	Blue
Monday	Prospect St	190-315	Blue
Monday	Rayburn Rd	Entire	Blue
Monday	Robin Wood Rd	Entire	Blue
Monday	Ross Rd	Entire	Blue
Monday	Rutledge Rd	141-265	Blue
Monday	Saint James Pl	Entire	Blue
Monday	Shady Brook Ln	Entire	Blue
Monday	Snake Hill Rd	Entire	Blue
Monday	Somerset St	Entire	Blue
Monday	Spring Valley Rd	Entire	Blue
Monday	Stony Brook Rd	Entire	Blue
Monday	Sumner Ln	Entire	Blue

# Street\_List

Monday	Sunnyside Pl	Entire	Blue
Monday	Tyler Rd	Entire	Blue
Monday	Vale Rd	Entire	Blue
Monday	Village Hill Rd	Entire	Blue
Monday	Wellesley Rd	Entire	Blue
Monday	Wellington Ln	Entire	Blue
Monday	Winter St	Entire	Blue
Monday	Woodbine Rd	Entire	Blue
Monday	Woodfall Rd	Entire	Blue
Monday	Alexander Ave	41-136	Green
Monday	Barbara Rd	Entire	Green
Monday	Brighton St	232-391	Green
Monday	Broad St	15-41	Green
Monday	Channing Rd	4-223	Green
Monday	Chilton St	Entire	Green
Monday	Claffin St	Entire	Green
Monday	Clairemont Rd	Entire	Green
Monday	Clifton St	Entire	Green
Monday	Cowdin St	Entire	Green
Monday	Cross St	1-248	Green
Monday	Dean St	Entire	Green
Monday	Ernest Rd	Entire	Green
Monday	Farm Rd	Entire	Green
Monday	Farnham St	Entire	Green
Monday	Fieldmont Rd	Entire	Green
Monday	Frost Rd	Entire	Green
Monday	Garfield Rd	Entire	Green
Monday	Hickory Ln	Entire	Green
Monday	Hurley St	Entire	Green
Monday	Ivy Rd	Entire	Green
Monday	Jason Rd	Entire	Green
Monday	Kenmore Rd	Entire	Green
Monday	Lawrence Ln	Entire	Green
Monday	Leicester Rd	Entire	Green
Monday	Leonard St	Entire	Green
Monday	Middlecott St	Entire	Green
Monday	Munroe St	Entire	Green
Monday	Pleasant St	300-548	Green
Monday	Prospect St	7-164	Green
Monday	Radcliffe Rd	Entire	Green
Monday	Richmond Rd	Entire	Green
Monday	Rockmont Rd	Entire	Green
Monday	Rutledge Rd	5-125	Green
Monday	Scott Rd	Entire	Green
Monday	Sherman St	1-55	Green
Monday	Simmons Ave	Entire	Green
Monday	Stella Rd	Entire	Green
Monday	Winn St	Entire	Green
Tuesday	Belmont St	113-469	Blue
Tuesday	Benton Rd	Entire	Blue
Tuesday	Berwick St	Entire	Blue
Tuesday	Claredon Rd	Entire	Blue
Tuesday	Crescent Rd	Entire	Blue
Tuesday	Cushing Ave	97-115	Blue
Tuesday	Dalton Rd	2-50	Blue
Tuesday	Dartmouth St	Entire	Blue

Street\_List

Tuesday	Ericsson St	Entire	Blue
Tuesday	Essex Rd	Entire	Blue
Tuesday	Exeter St	Entire	Blue
Tuesday	Fairview Ave	Entire	Blue
Tuesday	Falmouth St	Entire	Blue
Tuesday	Foster Rd	48-80	Blue
Tuesday	Grove St	1-98	Blue
Tuesday	Harvard Rd	Entire	Blue
Tuesday	Indian Hill Rd	Entire	Blue
Tuesday	Lawndale St	Entire	Blue
Tuesday	Lewis Rd	3-127	Blue
Tuesday	Marion Rd	Entire	Blue
Tuesday	Marlboro St	Entire	Blue
Tuesday	Newton St	Entire	Blue
Tuesday	Oakley Rd	9-121	Blue
Tuesday	Old Middlesex Rd	Entire	Blue
Tuesday	Oxford Ave	Entire	Blue
Tuesday	Oxford Circle	Entire	Blue
Tuesday	Park Rd	Entire	Blue
Tuesday	Payson Rd	249-267	Blue
Tuesday	Payson Rd	290-372	Blue
Tuesday	Pequosette Rd	Entire	Blue
Tuesday	Preble Garden Rd	Entire	Blue
Tuesday	School St	498-603	Blue
Tuesday	Skahan Rd	Entire	Blue
Tuesday	Springfield St	Entire	Blue
Tuesday	Stults Rd	Entire	Blue
Tuesday	Thingvilla Ave	Entire	Blue
Tuesday	Townsend Rd	Entire	Blue
Tuesday	Unity Ave	Entire	Blue
Tuesday	Van Ness Rd	Entire	Blue
Tuesday	Worcester St	Entire	Blue
Tuesday	Acorn St	Entire	Green
Tuesday	Anis Rd	Entire	Green
Tuesday	Audrey Rd	Entire	Green
Tuesday	Bacon Rd	Entire	Green
Tuesday	Bellevue Rd	Entire	Green
Tuesday	Belmont St	470-537	Green
Tuesday	Betts Rd	Entire	Green
Tuesday	Blanchard Rd	60-144	Green
Tuesday	Branchaud Rd	Entire	Green
Tuesday	Bright Rd	Entire	Green
Tuesday	Carleton Cir	Entire	Green
Tuesday	Carleton Rd	Entire	Green
Tuesday	Cedar Rd	Entire	Green
Tuesday	Chester Rd	Entire	Green
Tuesday	Choate Rd	Entire	Green
Tuesday	Colonial Ter	Entire	Green
Tuesday	Common St	486-492	Green
Tuesday	Cushing Ave	14-100	Green
Tuesday	Cushing Ave	1-83	Green
Tuesday	Cushing Ave	101-103	Green
Tuesday	Dalton Rd	52-215	Green
Tuesday	Dana Rd	Entire	Green
Tuesday	Elizabeth Rd	Entire	Green
Tuesday	Elm St	Entire	Green

Street\_List

Tuesday	Fairmont St	Entire	Green
Tuesday	Foster Rd	11-34	Green
Tuesday	Gale Rd	Entire	Green
Tuesday	Garden St	Entire	Green
Tuesday	Glendale Rd	Entire	Green
Tuesday	Glenn Rd	Entire	Green
Tuesday	Goden St	79-207	Green
Tuesday	Goden St	68-208	Green
Tuesday	Grosvenor Rd	Entire	Green
Tuesday	Grove St	106-286	Green
Tuesday	Hartley Rd	Entire	Green
Tuesday	Herbert Rd	Entire	Green
Tuesday	Highland Rd	Entire	Green
Tuesday	Hillcrest Rd	Entire	Green
Tuesday	Hillside Ter	Entire	Green
Tuesday	Houghton Rd	Entire	Green
Tuesday	Howard St	Entire	Green
Tuesday	Hurd Rd	Entire	Green
Tuesday	Jackson Rd	Entire	Green
Tuesday	Jacob Rd	Entire	Green
Tuesday	Lambert Rd	Entire	Green
Tuesday	Lewis Rd	135-220	Green
Tuesday	Linden Ave	Entire	Green
Tuesday	Livermore Rd	Entire	Green
Tuesday	Long Ave	Entire	Green
Tuesday	Mannix Cir	Entire	Green
Tuesday	Oak Ave	Entire	Green
Tuesday	Oakley Rd	112-182	Green
Tuesday	Oakley Rd	143-201	Green
Tuesday	Orchard St	95-111	Green
Tuesday	Orchard St	100-124	Green
Tuesday	Payson Rd	1-114	Green
Tuesday	Payson Rd	124-242	Green
Tuesday	Payson Ter	Entire	Green
Tuesday	Philip Rd	Entire	Green
Tuesday	Pine St	Entire	Green
Tuesday	Raleigh Rd	Entire	Green
Tuesday	Richardson Rd	Entire	Green
Tuesday	Sargent Rd	Entire	Green
Tuesday	School St	345-482	Green
Tuesday	Selwyn Rd	Entire	Green
Tuesday	Sharpe Rd	Entire	Green
Tuesday	Shaw Rd	Entire	Green
Tuesday	Spruce St	Entire	Green
Tuesday	Taylor Rd	Entire	Green
Tuesday	Trapelo Rd	2-97	Green
Tuesday	Warwick Rd	Entire	Green
Tuesday	Washington St	Entire	Green
Tuesday	Watson Rd	Entire	Green
Tuesday	West St	Entire	Green
Tuesday	Willow St	Entire	Green
Tuesday	Woods Rd	Entire	Green
Tuesday	York Rd	Entire	Green
Wednesday	Adams St	Entire	Blue
Wednesday	Bay State Rd	Entire	Blue
Wednesday	Becket Rd	Entire	Blue

Street\_List

Wednesday	Birch St	Entire	Blue
Wednesday	Blake St	Entire	Blue
Wednesday	Bow Rd	Entire	Blue
Wednesday	Brettwood Rd	Entire	Blue
Wednesday	Charles St	Entire	Blue
Wednesday	Chenary Ter	Entire	Blue
Wednesday	Cherry St	Entire	Blue
Wednesday	Clark Ln	Entire	Blue
Wednesday	Clark St	Entire	Blue
Wednesday	Clover St	Entire	Blue
Wednesday	Clyde St	Entire	Blue
Wednesday	Common St	15-464	Blue
Wednesday	Concord Ave	107-404	Blue
Wednesday	Cottage St	Entire	Blue
Wednesday	Creeley Rd	7-106	Blue
Wednesday	Douglas Rd	70-101	Blue
Wednesday	Dunbarton Rd	Entire	Blue
Wednesday	Edgemoor Rd	Entire	Blue
Wednesday	Edward St	Entire	Blue
Wednesday	Emerson St	Entire	Blue
Wednesday	Flanders Rd	Entire	Blue
Wednesday	Franklin St	Entire	Blue
Wednesday	George St	Entire	Blue
Wednesday	Gilbert Rd	Entire	Blue
Wednesday	Goden St	5-73	Blue
Wednesday	Goden St	4-60	Blue
Wednesday	Gorham Rd	Entire	Blue
Wednesday	Hammond Rd	Entire	Blue
Wednesday	Hastings Rd	Entire	Blue
Wednesday	Homer Rd	Entire	Blue
Wednesday	Horace Rd	Entire	Blue
Wednesday	Kilburn Rd	Entire	Blue
Wednesday	Lincoln Cir	Entire	Blue
Wednesday	Lincoln St	Entire	Blue
Wednesday	Locust St	Entire	Blue
Wednesday	Louise Rd	Entire	Blue
Wednesday	Madison St	Entire	Blue
Wednesday	Myrtle St	Entire	Blue
Wednesday	Oak St	Entire	Blue
Wednesday	Orchard Cir	Entire	Blue
Wednesday	Orchard St	178-316	Blue
Wednesday	Orchard St	6-74	Blue
Wednesday	Orchard St	169-285	Blue
Wednesday	Orchard St	3-85	Blue
Wednesday	Palfrey Rd	Entire	Blue
Wednesday	Pierce Rd	Entire	Blue
Wednesday	Randolph St	Entire	Blue
Wednesday	Royal Rd	Entire	Blue
Wednesday	School St	32-316	Blue
Wednesday	Slade St	Entire	Blue
Wednesday	Spinney Ter	Entire	Blue
Wednesday	Stone Rd	Entire	Blue
Wednesday	Temple St	Entire	Blue
Wednesday	Trapelo Rd	101-231	Blue
Wednesday	Waverley St	233-346	Blue
Wednesday	Winslow Rd	Entire	Blue

# Street\_List

Wednesday	Winthrop Rd	Entire	Blue
Wednesday	Albert Ave	Entire	Green
Wednesday	Arthur Rd	Entire	Green
Wednesday	Baker St	Entire	Green
Wednesday	Blanchard Rd	206-280	Green
Wednesday	Bradford Rd	Entire	Green
Wednesday	Brighton St	2-227	Green
Wednesday	Broad St	1-12	Green
Wednesday	Channing Rd	229-321	Green
Wednesday	Colby St	Entire	Green
Wednesday	Concord Ave	2-106	Green
Wednesday	Coolidge Rd	Entire	Green
Wednesday	Cross St	264-346	Green
Wednesday	Douglas Rd	3-64	Green
Wednesday	Eliot Rd	Entire	Green
Wednesday	Fitzmaurice Cir	Entire	Green
Wednesday	Garrison Rd	Entire	Green
Wednesday	Gilmore Rd	Entire	Green
Wednesday	Hamilton Rd	Entire	Green
Wednesday	Hittinger St	Entire	Green
Wednesday	Holt Rd	Entire	Green
Wednesday	Lake St	Entire	Green
Wednesday	Larch Cir	Entire	Green
Wednesday	Little Pond Rd	Entire	Green
Wednesday	Lodge Rd	Entire	Green
Wednesday	Merril Ave	Entire	Green
Wednesday	Milton St	Entire	Green
Wednesday	New Castle Rd	Entire	Green
Wednesday	Oliver Rd	Entire	Green
Wednesday	Pilgrim Rd	Entire	Green
Wednesday	Plymouth Ave	Entire	Green
Wednesday	Sandrick Rd	Entire	Green
Wednesday	Sherman St	61-156	Green
Wednesday	Statler Rd	Entire	Green
Wednesday	Staunton Rd	Entire	Green
Wednesday	Stearns Rd	Entire	Green
Wednesday	Stewart Ter	Entire	Green
Wednesday	Sycamore St	Elderly Housing	Green
Wednesday	Tobey Rd	Entire	Green
Wednesday	Trowbridge St	Entire	Green
Wednesday	Troy Rd	Entire	Green
Wednesday	Underwood St	Entire	Green
Wednesday	Waterhouse Rd	Entire	Green
Wednesday	Westlund Rd	Entire	Green
Thursday	Agassiz Ave	Entire	Blue
Thursday	Agassiz St	Entire	Blue
Thursday	Alma Ave	Entire	Blue
Thursday	Banks St	Entire	Blue
Thursday	Barnard Rd	Entire	Blue
Thursday	Bartlett Ave	Entire	Blue
Thursday	Beech St	30-125	Blue
Thursday	Belmont Cir	Entire	Blue
Thursday	Belmont St	569-849	Blue
Thursday	Bradley Rd	Entire	Blue
Thursday	Burnham St	Entire	Blue
Thursday	Chandler St	Entire	Blue



Street\_List

Thursday	Chestnut St	Entire	Blue
Thursday	Church St	Entire	Blue
Thursday	Cutter St	Entire	Blue
Thursday	Dante Ave	Entire	Blue
Thursday	Davis St	Entire	Blue
Thursday	Frederick St	Entire	Blue
Thursday	Gordon Ter	Entire	Blue
Thursday	Harding Ave	Entire	Blue
Thursday	Harriet Ave	Entire	Blue
Thursday	Holt St	Entire	Blue
Thursday	Home Rd	Entire	Blue
Thursday	Hull St	Entire	Blue
Thursday	Jeanette Ave	Entire	Blue
Thursday	Jonathan St	Entire	Blue
Thursday	King St	Entire	Blue
Thursday	Knowles Rd	Entire	Blue
Thursday	Laurel St	Entire	Blue
Thursday	Lexington St	Entire	Blue
Thursday	Loring St	Entire	Blue
Thursday	Maple St	Entire	Blue
Thursday	Maple Ter	Entire	Blue
Thursday	Moraine St	Entire	Blue
Thursday	Pearson Rd	Entire	Blue
Thursday	Poplar St	Entire	Blue
Thursday	Ridge Rd	Entire	Blue
Thursday	Ripley Rd	Entire	Blue
Thursday	Russell Ter	Entire	Blue
Thursday	Shean Rd	Entire	Blue
Thursday	Spring St	Entire	Blue
Thursday	Sycamore St	Entire	Blue
Thursday	Thayer Rd	Entire	Blue
Thursday	Thayer St	Entire	Blue
Thursday	Thomas St	Entire	Blue
Thursday	Trapelo Rd	101-231	Blue
Thursday	Vincent Ave	Entire	Blue
Thursday	Walnut St	Entire	Blue
Thursday	Weber Rd	Entire	Blue
Thursday	Whitcomb St	Entire	Blue
Thursday	White St	63-245	Blue
Thursday	White Ter	Entire	Blue
Thursday	Williston Rd	Entire	Blue
Thursday	A Street	Entire	Green
Thursday	Amelia St	Entire	Green
Thursday	Ash St	Entire	Green
Thursday	B Street	Entire	Green
Thursday	Beech St	134-315	Green
Thursday	Benjamin Rd	Entire	Green
Thursday	Brookside Ave	Entire	Green
Thursday	C Street	Entire	Green
Thursday	Cambridge St	Entire	Green
Thursday	Creeley Rd	10-74	Green
Thursday	Davis Rd	Entire	Green
Thursday	Drew Rd	Entire	Green
Thursday	Flett Rd	Entire	Green
Thursday	Francis St	Entire	Green
Thursday	Grant Ave	Entire	Green

# Street\_List

Thursday	Harris St	Entire	Green
Thursday	Hawthorne St	Entire	Green
Thursday	Henry St	Entire	Green
Thursday	Holden Rd	Entire	Green
Thursday	Irving St	Entire	Green
Thursday	Kent St	Entire	Green
Thursday	Leslie Rd	Entire	Green
Thursday	Lorimer Rd	Entire	Green
Thursday	Mayfield Rd	Entire	Green
Thursday	Midland St	Entire	Green
Thursday	Mill St	99-178	Green
Thursday	Pearl St	Entire	Green
Thursday	Prince St	Entire	Green
Thursday	Regent Rd	Entire	Green
Thursday	Sabina Way	Entire	Green
Thursday	Stanley Rd	Entire	Green
Thursday	Trapelo Rd	243-655	Green
Thursday	Upland Rd	Entire	Green
Thursday	Vernon Rd	Entire	Green
Thursday	Waverley St	10-228	Green
Thursday	Waverley Ter	Entire	Green
Thursday	White St	23-50	Green
Thursday	Wiley Rd	Entire	Green
Thursday	Wilson Ave	Entire	Green
Thursday	Woodland St	Entire	Green

Appendix C  
One Way Street List



## One Way Streets

<b>Alexander Ave</b>	<b>Pleasant St to Leonard St</b>
<b>Bradley Rd</b>	<b>Gordon Ter to Pearson Rd</b>
<b>Cottage St</b>	<b>School St to Concord Ave</b>
<b>Cushing Ave</b>	<b>Trapelo Rd to Linden Ave</b>
<b>Davis Rd</b>	<b>Trapelo Rd to Irving St</b>
<b>Gordon Ter</b>	<b>Shean Rd to Pearson Rd</b>
<b>Maple St</b>	<b>Beech St to Trapelo Rd</b>
<b>Marion Rd</b>	<b>Belmont St to Grove St</b>
<b>Orchard St</b>	<b>Orchard Cir to School St</b>
<b>Payson Ter</b>	
<b>Pearson Rd</b>	<b>Gordon Ter to Weber Rd</b>
<b>Ridge Rd</b>	<b>White St to Belmont St</b>
<b>Sycamore St</b>	<b>White St to Trapelo Rd</b>
<b>Thayer St</b>	<b>White St to Lexington St</b>
<b>Underwood St</b>	<b>Concord Ave to Hittinger St</b>
<b>Watson Rd</b>	<b>Washington St to Concord Ave</b>
<b>Weber Rd</b>	<b>Gordon Ter to Shean Rd</b>



Appendix D  
Prevailing Wage Rates







CHARLES D. BAKER  
Governor

KARYN 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  
WILLIAM D. MCKINNEY  
Director

**Awarding Authority:** Town of Belmont DPW  
**Contract Number:**  
**Description of Work:** Trash & Recycling Collection & Disposal  
**City/Town:** BELMONT  
**Job Location:** Various

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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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Trash/Recycle</b>						
Laborer / Driver	07/01/2017	\$27.78	\$9.76	\$0.00	\$0.00	\$37.54
<i>(Teamsters 25)</i>	07/01/2018	\$28.09	\$9.91	\$0.00	\$0.00	\$38.00
	08/01/2018	\$28.09	\$10.06	\$0.00	\$0.00	\$38.15
	07/01/2019	\$28.21	\$10.06	\$0.00	\$0.00	\$38.27

**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.

DESIGNATED ROUTE TO AND FROM THE  
WHEELABRATOR NORTH ANDOVER IN NORTH ANDOVER, MA

Please be advised that the North Andover Board of Selectmen, pursuant to it's authority under the N.E.S.W.C. By-Laws, has voted to designate the following traffic route for all trucks servicing the Massachusetts Refusetech Facility in North Andover. Access to and from the facility shall be by way of the Ward Hill Exit (a/k/a the Route 125 By-Pass) off of Interstate 495. This route is shown on the attached plan.

All other roads in North Andover are specifically off limit to truck traffic servicing the facility.

Traffic Advisory: The Contractor is made specifically aware of the major traffic bottleneck this designated route will face; namely, the afternoon shift change at the nearby Lucent Technology plant on Route 125. Be advised that the period from approximately 3:00 pm to 3:30 pm has severe traffic congestion, and that this time frame should be avoided if at all possible.

## **Appendix B**



## Appendix E – Price Proposal

### Waste Management - Belmont Curbside Collection Proposal Price Summary

	Item # 1	Item # 2A	Item # 3	Alternative - Trees	Recycling Processing	Bulky Items	Total Automated
	Fully Automated Solid Waste Collection, Transportation & Carts	Fully Automated Recycling (Single-Stream) Collection, Transportation, Carts, 716 CRTs & 616 White Goods	Yard Waste Collection, Transportation and Composting	Collection of Christmas Trees for the First 2 Full Weeks of January	Estimated Cost of Processing 2623 Tons under Current Market Conditions	Based on 6500 Items/ Year @ \$15/ Item	Total of All Services
FY 2019	\$ 1,015,060	\$ 716,850	\$ 317,355	\$ 14,550	\$ 110,481	\$ 50,000	\$ 2,224,296
FY 2020	\$ 1,050,587	\$ 741,940	\$ 328,463	\$ 15,059	\$ 118,560	\$ 100,945	\$ 2,355,554
FY 2021	\$ 1,087,357	\$ 767,908	\$ 339,959	\$ 15,586	\$ 126,927	\$ 104,455	\$ 2,442,192
FY 2022	\$ 1,125,415	\$ 794,784	\$ 351,858	\$ 16,132	\$ 135,583	\$ 108,095	\$ 2,531,867
FY 2023	\$ 1,164,804	\$ 822,602	\$ 364,173	\$ 16,696	\$ 144,527	\$ 111,883	\$ 2,624,685
<b>5 Year Total</b>	<b>\$ 5,443,222</b>	<b>\$ 3,844,084</b>	<b>\$ 1,701,808</b>	<b>\$ 78,023</b>	<b>\$ 636,078</b>	<b>\$ 475,378</b>	<b>\$ 12,178,593</b>
FY2024 Option	\$ 1,113,572	\$ 747,392	\$ 376,919	\$ 17,280	\$ 152,134	\$ 115,830	\$ 2,523,127
FY2025 Option	\$ 1,152,547	\$ 773,552	\$ 390,110	\$ 17,886	\$ 163,387	\$ 119,852	\$ 2,617,334
<b>7 Year Total</b>	<b>\$ 7,709,341</b>	<b>\$ 5,365,028</b>	<b>\$ 2,468,837</b>	<b>\$ 113,189</b>	<b>\$ 951,599</b>	<b>\$ 711,060</b>	<b>\$ 17,319,054</b>

#### Explanations / Clarifications

- 1.) The cost of "Recycling Processing" is based upon the processing fee less the blended value of the material processed. This proposal is based on an \$88/ ton processing fee for the first year of the contract. The pricing displayed factors in the blended value of single-stream recycling as of January 2018 - an all time market low. As market prices fluctuate the costs to the Town will also fluctuate. Should the value of single stream recycling become greater than the processing fee, the Town will be rebated 70% of the difference.

- 2.) The processing fee for recyclable material will escalate each year at the rate of 3.5%. See below table for rates.

FY2019	\$88.00	FY2022	\$97.57	FY2025 (Option)	\$108.17
FY2020	\$91.08	FY2023	\$100.98		
FY2021	\$94.27	FY2024 (Option)	\$104.52		

- 3.) The number of bulky items used in this estimate is based on municipalities with similar programs (i.e. the Town covers the costs of each item). Waste Management will place a \$50,000 ceiling on the amount billed the Town during the first year of the contract. In the event the cost of the bulk collection (determined at \$15 per item) exceeds this ceiling, the excess charges will be paid for by the Town during the second year. Should the Town choose, now or in subsequent years, to make the residents responsible for these costs, the Town could expect to see a significant decrease in items collected with a corresponding reduction in cost to the Town/ residents.
- 4.) The Town will contract with a bag manufacturer of its choice to produce "overflow" bags available for purchase by residents at designated town and retail locations. Residents who have acceptable solid waste in excess of what will fit in their 64-gallon cart, may purchase "overflow" bags at a price set by the Town. The Contractor will collect acceptable solid waste placed in the "overflow" bags when the bags are placed curbside on the resident's regular day of collection. The Contractor will charge the Town \$1.00 per bag. This fee will be charged to the Town at the time the bags are distributed to point of sale locations.

## Appendix F – Blended Value Calculation Sheets

Example Where Town is Charged				
Revenue Share Calculation - Single Stream				
Commodity	Index *	Current Composition %	Market Value/Ton	Values
OCC (Cardboard)	PPI OCC #11	19.20%	\$ 105.00	\$ 20.16
Mixed Paper (All other paper)	PPI Mixed Paper #54	41.60%	\$ 30.00	\$ 12.48
Aluminum Beverage Cans	MP for Aluminum Cans (Sorted, Baled cents/lb. delivered minus \$.08 / lb)	0.35%	\$ 1,240.00	\$ 4.34
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and delivered)	2.25%	\$ 40.00	\$ 0.90
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	3.40%	\$ 290.00	\$ 9.86
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	1.00%	\$ 650.00	\$ 6.50
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.00%	\$ 360.00	\$ 3.60
Mixed Plastics (Plastic #3-7)	Actual Value	2.00%	\$ (2.08)	\$ (0.04)
Glass	Actual Value	19.20%	\$ (23.00)	\$ (4.42)
Residue	Actual Value	10.00%	\$ (75.00)	\$ (7.50)
Total/Blended Value		100.00%		\$ 45.88
MRF Processing Fee (subject to escalate at the same rate as hauling contract)			\$ 88.00	\$ (42.12)
70% share above Fees				
Blended Value is Calculated Monthly.				
* PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.				
* SMP means the higher of the price published at <a href="http://www.SecondaryMaterialsPricing.com">www.SecondaryMaterialsPricing.com</a> for the New York Region, first dated price each month, retroactive to the first of the month.				
* Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.				

Example Where Town is Rebated				
Revenue Share Calculation - Single Stream				
OCC (Cardboard)	PPI OCC #11	19.20%	\$ 180.00	\$ 34.56
Mixed Paper (All other paper)	PPI Mixed Paper #54	41.60%	\$ 90.00	\$ 37.44
Aluminum Beverage Cans	MP for Aluminum Cans (Sorted, Baled cents/lb. delivered minus \$.08 / lb)	0.35%	\$ 1,500.00	\$ 5.25
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and delivered)	2.25%	\$ 60.00	\$ 1.35
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	3.40%	\$ 380.00	\$ 12.92
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	1.00%	\$ 750.00	\$ 7.50
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.00%	\$ 520.00	\$ 5.20
Mixed Plastics (Plastic #3-7)	Actual Value	2.00%	\$ 90.00	\$ 1.80
Glass	Actual Value	19.20%	\$ (23.65)	\$ (4.54)
Residue	Actual Value	10.00%	\$ (65.00)	\$ (6.50)
Total/Blended Value		100.00%		\$ 94.98
MRF Processing Fee (subject to escalate at the same rate as hauling contract)			\$ 88.00	\$ 6.98
70% share above Fees				
Blended Value is Calculated Monthly.				
* PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.				
* SMP means the higher of the price published at <a href="http://www.SecondaryMaterialsPricing.com">www.SecondaryMaterialsPricing.com</a> for the New York Region, first dated price each month, retroactive to the first of the month.				
* Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.				



## REQUIRED CERTIFICATIONS

### Required Certifications to be returned with the Bid

Each of the five (5) following Certifications must be completed, signed and returned with the Bid.

1. **CERTIFICATION OF GOOD FAITH** Pursuant to MGL, c. 30B, Section 10 and the Town's policy for all contracts, the following certification must be completed and attached to the bid or proposal: The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.
2. **CERTIFICATE OF TAX COMPLIANCE.** Pursuant to MGL, c. 62C, Section 49A(b),
3. I, Ed Pacek, authorized signatory for Waste Management of MA, Inc. do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
4. **CERTIFICATION OF NON-CONFLICT OF INTEREST.** The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is monetarily interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise therefrom; and further that no official or employee of said governmental body will receive any commission, discount, bonus, gift, contribution, or reward from or share in the profits of any person making or performing such contract. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.
5. **CERTIFICATION OF ELIGIBILITY.** The undersigned Proposer certifies under penalties of perjury that the said undersigned is not presently debarred from entering into a public contract in the Commonwealth under the provisions of MGL c. 29, Section 29F, or any other applicable debarment provision of any other applicable law or regulation.
6. **OSHA CERTIFICATION.** The undersigned Proposer certifies under penalties of perjury (1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration.

**IF AN INDIVIDUAL SIGN BELOW**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Social Security Number\*\*

\_\_\_\_\_  
Telephone Number where  
questions should be directed

**IF A CORPORATION SIGN BELOW**

Waste Management of MA, Inc.

\_\_\_\_\_  
Name of Company/Corporation/Partnership

  
\_\_\_\_\_  
Signature of Corporate Officer

04-2535063

\_\_\_\_\_  
Tax ID Number (Mandatory)

508-873-3204

\_\_\_\_\_  
Telephone Number where  
questions should be directed

Approval of a contract or other agreement will not be granted unless this Certification Clause is signed by the Proposer.

Social Security numbers will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of MGL, c. 62C, Sec 49A.