

INTENT TO AWARD

TO: E. L. HARVEY & SONS, INC.
68 HOPKINTON ROAD
WESTBORO, MA 01581

FOR: RECYCLING COLLECTION & HAULING AND DISPOSAL SERVICES

AMOUNT Yr. 1 (FY19) \$476,000.00 + \$55.00 per ton
Yr. 2 (FY20) \$493,470.00 + \$50.00 per ton
Yr. 3 (FY21) \$509,800.00 + \$45.00 per ton

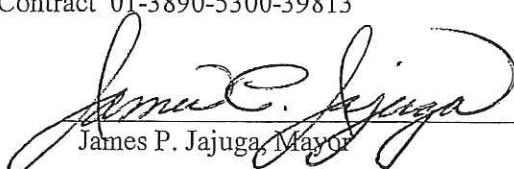
Three year contract with an option for 2 one year renewals

Optional Yr. 1 (FY22) \$532,264.00 + \$45.00
Optional Yr. 2 (FY23) \$565,611.00 + \$45.00

| | |
|---|-----|
| 1. This award is based on competitive bids | YES |
| Performed as a bid process but exempt from M.G.L. Chapter 30B, §1(b)(30) | |
| 2. The above company was the lowest qualified bidder | YES |
| 3. Was this contract a result of a budget item? | YES |
| a) If not, how will the money be raised? | |
| 4. Was the bid process required by law? | NO |
| a) If not, under what provisions of law will the contract be awarded? | |
| Performed as a bid process but exempt from M.G.L. Chapter 30B, §1(b)(30) | |
| 5. Have all required specifications been complied with? | YES |
| 6. Does the item require a service contract to guarantee proper performance? | YES |
| 7. Are performance/bid bonds required and have they been provided? | YES |
| 8. Are there any penalty clauses either for lack of delivery or performance or for failure to pay on time ? | N/A |
| 9. Is this contractor a Methuen businessman? | NO |
| 10. Are there sufficient funds to encumber the expenditure? | YES |

Recycling Contract 01-3890-5300-39813

6/18/18
Date


James P. Jajuga, Mayor

C-18-55

APPROVED

6/21/18
RM

**CITY OF METHUEN
PROFESSIONAL SERVICES CONTRACT**

This AGREEMENT made as of _____, 2018 by and between **E.L. HARVEY & SONS, INC.**, 68 Hopkinton Road, Westboro, MA 01581, hereinafter referred to as "the Contractor", and the **CITY OF METHUEN, MASSACHUSETTS**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as "the City."

WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to: Recyclables Collection, Hauling and Disposal.

NOW THEREFORE, the parties hereto do mutually agree as follows;

****GENERAL PROVISIONS****

1. Employment of Contractor. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth.
2. Scope of Services. The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined reasonable and fairly by the City, the tasks described within Schedule A, Scope of Services, attached hereto and made a part hereof.

The City shall have a reasonable opportunity to inspect all services performed by and work product of the Contractor and accept or reject such service or work product.

3. Directives Within Scope of Services. The above tasks and items are not intended to be all inclusive. The City may add to or delete any items, provided that any added items are of a similar nature, and provided that the total cost of such work does not exceed the total cost as specified in Paragraph 8 hereof. The Contractor shall undertake such work only upon the direction of the City. All directives and changes thereof in conformance with this Agreement shall be in written form, prepared and signed by the City and accepted and countersigned by the Contractor or his authorized representatives. Any added tasks or items which are not agreed to be within the Scope of Services by both the City and the Contractor, or which will incur costs beyond the total cost specified in Paragraph 8, shall be handled in accordance with Paragraph 12 hereof.

4. Data to be furnished to Contractor. All information, data and reports as are existing, available, and necessary for the carrying out of work, shall be furnished to the Contractor upon request without charge by the City, and the City shall cooperate with the Contractor in the carrying out of the Scope of Services.
5. Personnel. (a) The Contractor represents that he has, or will secure at his own expense, all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. (b) All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. (c) None of the work or services covered by the Agreement shall be subcontracted without the prior written approval of the City.
- 5.1 The Contractor certifies that it is not disbarred, suspended, or otherwise excluded from receiving funds or bidding on any project by any State or Federal Agency.
6. Waiver of Workmen's Compensation and Unemployment Compensation Benefits. It is agreed that the Contractor and Contractor's employees, agents, servants or other persons for whose conduct the contractor is responsible shall not be deemed to be employees of the city and shall not file any claim nor bring any action for any workmen's compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.
- 6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the city. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.
7. Duration. The services of the Contractor are to commence as of the date first written above and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. All of the services required pursuant to Schedule A, Scope of Services, herein shall be completed pursuant to Schedule C, Work Program and Schedule. Any changes in performance dates shall be handled in accordance with paragraph 13, herein. Additional services may be requested at the option of the City, which shall be completed by such date as may be established by the City at the time of authorization subject to mutual agreement of the parties thereto.

7.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

8. Compensation. The City agrees to pay the contractor the compensation specified in Schedule B, Compensation and Method of Payment, which is attached hereto and made a part hereof, for the above services which shall constitute complete compensation for all services rendered and for such reimbursable expenses as authorized per paragraph 9, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a detailed requisition for payment from the Contractor specifying that he has performed the work and incurred authorized reimbursable costs under this Agreement in conformance with the Agreement, and that he is entitled to receive the amount requisitioned under the terms of the Agreement and approval of said requisition by the City department responsible for payment of this Contract.

8.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice.

8.2 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities.

9. Reimbursable Expenses. The City agrees to reimburse the Contractor only for those direct costs incurred by the Contractor pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment, herein. As the City is exempt from sales tax, sales tax charges are not reimbursable by the City.

9.1 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses.

10. Termination of Agreement for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely manner all obligations under this Agreement, or if the Contractor shall violate any or all of the provisions of this Agreement, the City shall thereupon have the right to terminate this agreement by written notice to the Contractor of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver of any property, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency laws by or against the Contractor. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to

receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

11. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 11 above shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed actually bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
12. Changes. The City may from time to time require changes in the Scope of Service of the contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
13. If the Contractor shall provide services in a manner which is not to the satisfaction of the City, the City may request that the Contractor refurbish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the City, the City, in the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.
 - 13.1 If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.
 - 13.2 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency with the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the official in writing of such cause within fourteen (14) days after its occurrence.

14. Incorporation of Non-Discrimination Laws and Requisitions. It is understood and agreed that if this Agreement is funded in whole or in part by Federal money, that the Contractor is expected, and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of such a nature.
15. Interest of Members of the City. No officer, member, or employee of the City and no members of its governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. The Contractor's attention is specifically called to the Conflict of Interest Law, M.G.L. c. 268A.
16. Interest of Contractor. The Contractor covenants that he has neither presently nor during the period of this Agreement shall have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials of the City, (b) instances where the Contractor during the period covered by the Agreement was connected as an officer or employee of the City, (c) instances where the Contractor has an interest in the Community Development Department or any parcels of land therein, covered by the work to be performed under this Agreement.
17. Assignability. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.
18. Findings Confidential. Any reports, information, data, etc. given to or prepared or assembled by the contractor under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
19. Officials Not to Benefit. (Applicable to Contracts Pertaining to Community Development Department) No Members or Delegates to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.
20. Identification of Documents. (Applicable to Contracts Pertaining to Community Development Department) All reports, maps, and other documents completed under this Agreement other than documents exclusively for internal use within the City, shall carry the following notation on the front cover or title page, (or in the case of maps, in the title block):

“The preparation of this (report, map, document, etc.) was financially aided through the Department of Planning and Community Development of the City of Methuen.”

21. Publication, Reproduction and Use of Material. (a) Material produced in whole or in part under this Agreement shall not be subject to Copyright, except by the City, in the United States or in any other country. The City or its duly authorized representatives have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. (b) The Contractor hereby agrees to provide to the City copies of the draft of the report, and associated material, in sufficient number, as may be requested by the City for review and/or working purposes. (c) The Contractor hereby agrees to provide copies of the final report as indicated in Schedule A, Scope of Services.
22. Commission Prohibited. The Contractor warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the City the right to terminate this Agreement, or, in its discretion, to deduct from the Contractor's fee the amount of such commission, percentage brokerage, or contingent fee.
23. This Contract is made subject to all laws of the Commonwealth of Massachusetts.
24. The Contractor shall provide, all its sole expense, all necessary licenses, permits of other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
25. The Contractor shall where applicable take out and maintain during the term of this agreement such Workmen's Compensation Insurance as may be reasonably necessary to protect the Contractor from claim under General Laws c. 152 (the Workmen's Compensation Law).
26. The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.
27. The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall protect and indemnify the City, its

officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Contractor, his agents or employees.

28. Audit and Inspection. (a) At any time during normal business hours, and as often as the City, HUD/or representatives of the Comptroller General of the United States may deem it necessary, there shall be made available to audit, examine and make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records or personnel conditions of employment and other data relating to all matters covered by the Contract. (b) For a period of three years after final payment under this Agreement, the Contractor shall make its work papers, records and other evidence of audit available to the City or its duly authorized representatives.
29. The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.
30. The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.
31. The Contractor shall bear all loss resulting from any cause before performance of service if the service or work product fails to conform to specifications.
32. The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.
33. This Contract is subject to the availability of an appropriation therefor.
 - 33.1 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c.44, s. 53A.
 - 33.2 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.
34. Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

35. Attachments. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

SIGNATORIES

Schedule A - Scope of Services

Schedule B - Compensation and Method of Payment

Schedule C - Attestation Pursuant to M.G.L. c.62c, sec.49A

Schedule D - Certificate of Authority

Schedule E - Statement of Good Standing

Schedule F – Affidavit of Non-Collusion

****SIGNATORIES****

IN WITNESS WHEREOF the parties hereto have executed this Agreement in triplet as of the day first written above in the City of Methuen, Essex County, Massachusetts.

E.L. HARVEY & SONS, INC

CITY OF METHUEN

By: _____
Signature

By: _____
James P. Jajuga, Mayor

Print name

APPROVED AS TO FORM:

By _____
City Solicitor Date

The undersigned, in compliance with City of Methuen Municipal Contract Ordinance Chapter 7, Section 7C, certifies that an appropriation in the amount required for this Contract is available.

By: _____
Thomas J. Kelly, Auditor

SCHEDULE A

SCOPE OF SERVICES

Please see attached documents pages 2 through 6 and

Pages 10, 13, 16 TO 18.

1.0 INTRODUCTION

1.1 *Overview*

The City agrees to make twelve (12) payments annually to the Contractor, based upon invoices submitted to the City on a monthly basis. The Contractor agrees that a delay in the commencement of any Contract service, for any reason and caused by either party, or a suspension by the Contractor of any Contract service, or any failure to submit the required supporting documentation with its invoice, shall result in a corollary delay in scheduled payments.

The City accepts and agrees to pay to the Contractor for services delivered under this Contract as described in Contractor's Letter Proposal (Attachment I), Contractor's Cost Proposal (Attachment II) and any related clarification documents to said Proposals. For the purposes of this Contract, and only if the City shall elect to reduce or eliminate the level of a Contract service(s), the Contract price may be reduced proportionate to the scheduled cost of service(s) deleted from the Contract.

The Vendor will be responsible for serving all existing and yet-to-be-built residential units through the Contract period anticipated to end on, or after, June 30, 2021; no additional price allowances will be made to serve units in excess of the 15,000 households or other service area components. In the event that the number of accounts is increased for any reason, including growth, the Contractor agrees to provide all services to such accounts with the agreed upon costs.

2.0 DEFINITIONS

City: shall mean the City of Methuen, a municipal corporation located within the County of Essex and the Commonwealth of Massachusetts.

Condominiums: shall mean a residential unit comprised of multiple dwellings used as a residence, not for commercial purposes, with the units comprising the complex duly registered and recorded with the Essex County of Deeds and also comprising of an association which sets rules and regulation pertaining to the units' organization, operational costs and having a committee or controlling body.

Containers: shall mean a barrel, toter, dumpster, bin or other authorized or acceptable means of holding recyclables for collection, with a total weight including its contents not to exceed sixty (60) pounds. The term "receptacle" shall also have the same meaning as "container".

Contractor: shall mean the corporation, subcontractor, partnership, agent, employee or servant of the same with which the City of Methuen has entered into a contract or agreement to collect, transport and dispose of recyclables and other materials as outlined in the Contractor's proposal and all related documents. The term "vendor" shall also have the same meaning as "contractor".

Disposal Site: shall mean the processing facility or depository to which the contractor(s) delivers the recyclables included in the contract.

Household: shall mean a dwelling within the City occupied by a person or group of persons comprising of not more than four residential units or four families. A household shall be deemed occupied when either water or domestic light and power services are being provided thereto. A dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family dwelling units, shall be treated as a household except for commercial apartments.

Recyclables: shall mean those materials that are collected in a single stream fashion for the purpose of recycling. Said materials shall include, but not be limited to, 1) mixed paper (comprised of newspapers, inserts, magazines, catalogues, office paper, junk mail, paperboard, paperback books, phone books, brown paper bags, and corrugated cardboard (flattened to 3' by 3' or less)) and 2) containers (comprised of glass (clear, brown and green) bottles and jars, metal food and beverage cans, aluminum foil and pans, milk and juice cartons and plastic (#1-#7) bottles and jars).

Un-acceptable Materials: shall mean all solid waste, hazardous waste, those items banned from disposal per 310 CMR 19.017, commercial waste, construction and demolition related waste, food waste, yard waste and other materials deemed un-acceptable by the City.

3.0 STANDARD RECYCLING SERVICE

3.1 Curbside Household Service

The vendor will be responsible for serving all existing and yet-to-be-built households through the end of the contract; no additional price allowances will be made to serve additional households.

The collection of curbside recyclables will be on an every other week basis and will follow the five day, Monday – Friday, A Week – B Week schedule currently in place. Collection shall begin no earlier than 7:00AM and conclude no later than 4:30PM unless the Contractor has sought and received the approval of the DPW Director or his designee. Collection schedules will shift by one day to accommodate holiday schedules normally observed on weekdays by municipalities (i.e. recyclables collection will include Saturday collections during such weeks). The following are to be considered as observed holidays: New Years Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas.

Residents are responsible for placing recyclables at the curb and separate from trash for easy identification and access by the Vendor. Recyclables are currently collected in single stream fashion, as indicated in the definition of recyclables in the IFP. Residents shall place recyclables in containers clearly marked for recycling (e.g. barrel) or recycling bin and mixed paper may be in a paper bag or separate receptacle that is placed beside, in or on top of the recycling bin. The City is responsible for the provision of recycling stickers (for receptacles) to households. The Vendor is responsible for assuring that materials defined by the City as "unacceptable" are not collected in the recyclables stream. The Vendor shall be required to provide and issue warning (non-compliance) stickers at the curb when collection personnel spot unacceptable materials. Said stickers shall indicate the problem(s) with the rejected material so that the respective household can be educated about the issue with the material in question. The Vendor shall notify the City

when un-acceptable materials are not collected in order to ensure efficient communications. The City does not assume responsibility for the marketing of recyclables collected and upon acceptance at the curb, recyclables become the property of the Vendor. All recyclables collected for the City shall be transported to and processed at an approved disposal site chosen by the Vendor.

The Vendor shall carefully handle all recycling bins and receptacles used to set out recyclables. Bins and receptacles shall be thoroughly emptied and left upside down in the approximate place where found. Emptied recycling bins and receptacles shall not be bent, thrown or otherwise abused and shall not be placed in driveways, in front of mailboxes, in the street, gutter or on sidewalks or in any other way that interferes with traffic, mail delivery service or public safety. In addition, the Vendor agrees to operate collection vehicles in such a manner as to prevent materials from being spilled or blown from the vehicle. If material spills or blows from the vehicle, the Vendor shall clean up and place in the collection vehicle all material before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate cleanup of the spilled materials.

The Contractor shall maintain collection vehicles in a clean condition and cause to have the words, "CITY OF METHUEN" clearly visible on said vehicles. A telephone number (#) shall also be displayed prominently on all collection vehicles. Said telephone number shall be operated by the Vendor to receive and record any complaints or compliments regarding the manner of service rendered during the course of the contract. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory for public safety and to maintain a positive public image as reasonably determined by the City. In order to ensure uninterrupted collection service, the Contractor shall maintain sufficient back-up collection vehicles to replace and/or repair any vehicles that are out of service.

3.2 Municipal / School Buildings & Other Locations

The Vendor is responsible for placing clearly marked dumpsters (and/or toters where applicable) for the collection of recyclables at the locations found in Attachments IX and X (or such additional or alternative locations as may be specified during the course of the contract term) and for collecting said material on an ongoing basis:

Dumpsters and related equipment need to be maintained in a safe, clean and working condition and be equipped and maintained with locks or locking mechanisms by the Vendor in order to maximize safety and prohibit unauthorized or illegal dumping in said dumpsters. The Vendor will be responsible for furnishing additional dumpsters and/or toters, if necessary, and for replacement dumpsters and/or toters when required.

On special occasions or events, the Vendor shall provide support in the form of placing toters, dumpster(s) or appropriate receptacles at location(s) provided at the discretion of the DPW Director or his designee and for the collection of recyclables collected from said toters, dumpsters or receptacles.

3.3 Condominiums

The collection, transportation and disposal of recyclables is authorized and required for those condominiums that have entered into the City's curbside recycling program. However, it is recognized that such collection is unique to the very nature of the condominium concept; being that curbside containers, toters, or dumpsters may be used by an association. In general, curbside containers and toters are used. The Vendor is responsible for providing, and replacing when damaged, toters, ensuring toters are clearly marked for appropriate recycling and keeping all recycling related collection equipment in good working order. Only one condominium (Colonial Village) currently uses dumpsters for collection as indicated accordingly in the dumpster list above. Participating condominiums shall be subject to all provisions of the collection that apply within this contract and shall do so in accordance with the direction and requirements of the City.

The Vendor shall provide for all applicable insurance coverage's herein to provide for the actual collection from the property. It is understood however, that the Vendor shall not be responsible for any damage to any way due to roadway, driveway or other structures that do not allow for support of, or containment of the Vendor's equipment. The intent is to provide recycling service to participating condominiums similar to the recycling service provided to households in the City.

3.4 Other

The Contractor shall submit with each invoice a monthly report of all recyclables collected each day of the month; at a minimum, the report must be placed on the Vendor's stationary, signed by an appropriate representative of the Vendor, and include the month and year of collection and a tip by tip daily breakdown of material collected. Individual weight slips/receipts must be maintained by the Vendor or its designee and be made available to the City within a week of a written request. The specific format of these reports may need to be amended in order to remain consistent with Commonwealth of Massachusetts regulations and policies. Any state, federal or local agency reports required shall be furnished by the Vendor in a timely and accurate manner as required.

The Contractor shall have in City, or in the nearby vicinity, a Supervisor or similar contact who can respond to needs as they arise and to report and resolve problems or issues in a timely fashion. It shall be the responsibility of the Contractor to telephone or visit City Hall before the end of each service day to report on, collect and resolve any complaints or details of missed collections which may have been recorded and to provide reports on the resolution of any prior complaints.

The City seeks to increase the amount of recyclables collected and reduce the amount of trash generated and disposed of and may adopt programs, such as automated collection, in the future as a means to increase recycling and reduce solid waste costs.

The City believes that community education is crucial to promoting recycling program participation. The Vendor shall work cooperatively with Town and School officials to promote the program in order to increase recycling participation and reduce solid waste disposal costs. The Vendor shall provide for an annual mailing, with the input from the City, to all residents receiving recycling services.

3.5 Contractor Performance and Remedies

In the event of a failure of the Contractor to complete the collection program for a particular day's route due to inclement weather, mechanical breakdowns, personnel or other problems, the DPW may employ the services of others (including City services) to complete the day's route or until such time as the problem has been resolved to the Director of Public Work's satisfaction, and the expenses so incurred (or the reasonable value of City employee's time) shall be deducted from the next payment to the Contractor. No penalty shall be assessed if the failure to collect is for a reason beyond the Contractor's control (e.g. two day blizzard); however in such event, the Contractor shall forthwith proceed to collect fully two routes per day until caught up or else the penalty shall apply.

Although not anticipated, the City shall be entitled to assess liquid damages against the Contractor for its failure to perform the following specified obligations for collection and transportation of recyclables. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the City in the event that the Contractor defaults on any of the following specified obligations. The City shall have the right to withhold the amount of liquidated damages assessed by it from any payments owed to Contractor as a credit or set-off of such amount:

- a) use of a collection vehicle that is operated in conjunction with this contract for the collection and/or haul of waste/recycling other than under the provision of this contract; 5,000 per occurrence
- b) use of an unmarked or un-inspected collection vehicle; \$ 500 per occurrence
- c) failure to finish any single collection route by 4:30PM \$1,000 per occurrence
- d) failure by Contractor to call in prior to the end of a work day to receive and reply to any complaints before collection vehicle(s) leave the City; \$ 100 per occurrence
- e) failure to empty container completely or promptly pick up waste spilled during collection and/or haul; \$ 100 per occurrence
- f) placement of containers such that they obstruct roadways, driveways or mailboxes; \$ 25 per occurrence
- g) misconduct by employees including obscenities; \$ 50 per occurrence
- h) failure to replace or pay for damaged barrels, bins or other collection containers within ten (10) day for which the City judges the Contractor to be at fault; \$ 50 per occurrence
- i) disposal of recyclable in with solid waste, each instance; \$ 100 per occurrence

ATTACHMENT III

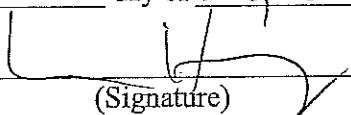
City of Methuen

AUTHORIZING CERTIFICATE TO EXECUTE DOCUMENTS

Be It Resolved: That Benjamin Harvey (hereinafter referred to as the "Authorized Representative") of Contractor (hereinafter referred to as the "Contractor") be hereby authorized and directed on behalf of the Contractor to sign and enter into this Invitation For Proposals (hereinafter referred to as the "IFP") and subsequent "Contract for Municipal Solid Waste Collection and Hauling Services" with, and deliver the same, to the City of Methuen. Said Authorized Representative is hereby authorized and directed to execute and deliver bonds and any other documents or agreements, as necessary, convenient or proper to ratify, approve and confirm said IFP and Contract.

The undersigned do hereby certify that the foregoing is a valid and true authorization given on the date first indicated below, and that it has not been amended or rescinded and remains in full force and effect as of the date of said IFP and Contract.

In Witness Whereof, and under the seal of the above named Contractor, we have hereunto set our hands this 21 day of May 2018 (month & year).



(Signature)

Benjamin Harvey

(Printed name)

VP

(Title)

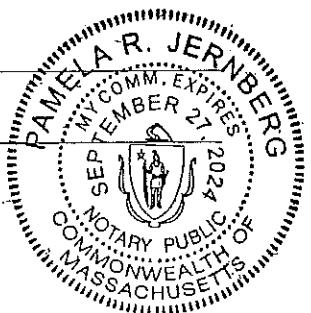
A true copy,

Attest:

Pamela R. Jernberg

Date:

May 21, 2018



ATTACHMENT VI

City of Methuen

CERTIFICATES OF INSURANCE

The Contractor shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated unless other terms are agreed to in writing by the City and incorporated into this Contract:

| | <u>Each</u> <u>Occurrence</u> | <u>Aggregate</u> |
|----------------------|----------------------------------|------------------|
| General Liability | \$1,000,000 | \$2,000,000 |
| Automotive Liability | \$1,000,000 | \$2,000,000 |

Such policies shall be written by a company licensed to conduct business in the Commonwealth of Massachusetts. The General Liability policy shall be comprehensive and shall include coverage for completed operations and products, as well as all damages arising out of bodily injuries, death, or injury or destruction of property, including losses of any nature to fixtures, equipment, and site improvements at the site designated for holding and storage of trash collected under this Contract. The Automobile Liability policy shall include coverage for owned, non-owned, and hired vehicles. Such insurances shall name the City, its officers, agents, and other employees, as additional insured parties. Before commencing work and within ten days of any policy renewal, the Contractor shall file with the City certificates of such insurance which shall contain a provision stating that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City. In addition, before commencing work, the Contractor shall produce evidence of a Massachusetts worker's compensation insurance policy on all employees performing under this Contract in accordance with the provisions of M.G.L. Chapter 149, Section 34A. The Contractor shall continue such insurances in full force and effect during the full term of this Contract. To the extent permitted by law, all or any part of any required insurance coverages may be provided by self-insurance. In addition, coverages may be provided by Contractor's parent corporation.

The Proposer, B L Harvey + Sons, has read and understands the terms
(Name of Contractor)

described above regarding Certificates of Insurance and shall, if selected to provide the services described in the IFP and Contract, furnish all relevant documentation in a timely fashion prior to beginning work.

By: 
(Signature of Authorized Representative)

By: Benjamin Harvey
(Printed name of Authorized Representative)

Date: 5/21/19

City of Methuen
Department of Public Works

The City would like to request that you reconsider your previous cost proposal for single stream recycling collection and hauling. Please review the list of container locations below, previously included as Attachment IX in the **Single Stream Recycling Collection & Hauling Services - Invitation for Proposals**. Please note the locations under 'Additional Locations' that have been removed from the list. The City invites you to submit a revised cost proposal on the attached cost proposal sheet, previously Attachment II in the **Invitation for Proposals**, and submit to the City of Methuen, Office of the City Clerk, 41 Pleasant Street, Suite 112, Methuen, Ma 01844 in a sealed envelope marked "Proposal for Solid Waste Collection, Hauling and Disposal", no later than 10:00 am, Thursday, June 7, 2018.

Additional Collection Locations

| <u>LOCATION</u> | <u>ADDRESS</u> | | |
|------------------------------------|------------------------|----------------------------|------------------------|
| <u>Public Facilities</u> | | | |
| Searles Building | 41 Pleasant St. | Quinn Public Safety Bldg. | 90 Hampshire St. |
| Elmwood Cemetery | 130 N. Lowell St. | Water Division Facility | 124 Cross St. |
| Highway Division Facility | Lindberg Ave. | Water Treatment Plant | 25 Burnham Rd |
| Environmental Mngmt Gar. | Lindberg Ave | | |
| <u>Schools</u> | | | |
| Marsh Grammar School | 309 Pelham Street | Central School Building | 10 Ditson Pl. |
| Tenney Middle School | 75 Pleasant Street | Pleasant Valley School | 180 Pleasant Valley St |
| Timony Middle School | 100 Howe Street | Currier School Building | 36 Boylston St |
| Methuen High School | 1 Ranger Rd. | | |
| <u>Additional Locations</u> | | | |
| Presentation of Mary Acad. | 209 Lawrence St. | First Baptist Church | 30 Park St. |
| St. Monteas Church | 212 Lawrence St. | Forest Street Union Church | 15 Forest St. |
| St. Andrews Church | 90 Broadway | St. George Church | 103 Pleasant St. |
| St. Lucy's Church | 254 Merrimack St. | St. Theresa's Church | 22 Plymouth St. |
| Marsh Corner Community | 317 Pelham St. | Selimiye Mosque | 105 Oakland Ave. |
| First Church Congregational | 26 Pleasant St. | | |
| Nevins Library | 305 Broadway | | |
| Senior CitizenCenter | 77 Lowell St. | | |
| Jay Gee's Ice Cream | 602 Lowell St. | | |
| Whirlaway | 500 Merrimack St. | | |
| Piro's Bakery | 300 Merrimack St. | | |
| Beorellis Deli | 322 Merrimack St. | | |
| Merrimac Marine | 224 East St. | | |
| 110 Convenience | 19 East St. | | |
| Methuen Package Store | 462 Lowell St. | | |
| A & B Package Store | 161 Pelham St. | | |
| Valley Liquors | 291 Merrimack St. | | |
| Galloways | 176 Pelham St. | | |
| Lasehi's Garden Center | 20 Ayers Village Rd. | | |
| Chris' Pizza | 124 Lowell St. | | |
| Manzi Park Gardens | 10 Burnham Rd. | | |
| Mann Orchards | 27 Pleasant Valley St. | | |

ATTACHMENT X

City of Methuen

METHUEN HOUSING AUTHORITY

| <u>LOCATION</u> | <u># OF UNITS</u> |
|------------------------|-------------------|
| 36 Oakland Ave | 40 |
| 75 Edgewood Ave | 64 |
| 24 Mystic Street | 72 |
| 22 Mystic Street | 72 |
| 101 Broadway | 41 |
| JFK Family Housing | 60 |
| 601 Lowell Blvd | 16 |
| 19 A & B Mystic Street | 2 |
| Riverview Ave | 4 |
| 26-28 Haverhill St. | 2 |
| 30 Woodland Street | 4 |
| 25 Jade Street | 42 |

ATTACHMENT XI

City of Methuen

PREVAILING WAGE RATES

Awarding Authority: City of Methuen
Contract Number: Trash/Recy-FY19-21+2 City/Town: METHUEN
Description of Work: Trash/ Recycling for City of Methuen. 3 year plus 2 one year extensions.

Job Location: Entire City of Methuen

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------------|----------------|-----------|--------|---------|---------------------------|------------|
| Trash/Recycle | | | | | | |
| Driver (METHUEN) | 07/01/2018 | \$22.50 | \$7.54 | \$0.00 | \$0.00 | \$30.04 |
| | 07/01/2019 | \$23.39 | \$7.54 | \$0.00 | \$0.00 | \$30.93 |
| | 07/01/2020 | \$24.76 | \$7.54 | \$0.00 | \$0.00 | \$32.30 |
| Laborer (METHUEN) | 07/01/2018 | \$19.61 | \$7.54 | \$0.00 | \$0.00 | \$27.15 |
| | 07/01/2019 | \$20.29 | \$7.54 | \$0.00 | \$0.00 | \$27.83 |
| | 07/01/2020 | \$20.91 | \$7.54 | \$0.00 | \$0.00 | \$28.45 |

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-11f.

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.

Issue date: 03/28/2018

Wage request Number: 20180328-010

SCHEDULE B
COMPENSATION AND METHOD OF PAYMENT

RECYCLING COLLECTION & HAULING AND DISPOSAL SERVICES

| | | |
|--------|--------------|--------------------------------|
| AMOUNT | Yr. 1 (FY19) | \$476,000.00 + \$55.00 per ton |
| | Yr. 2 (FY20) | \$493,470.00 + \$50.00 per ton |
| | Yr. 3 (FY21) | \$509,800.00 + \$45.00 per ton |

With an option for renewal for two years

| | |
|------------------------|--------------------------------|
| Optional Year 1 (FY22) | \$532,264.00 + \$45.00 per ton |
| Optional Year 2 (FY23) | \$565,611.00 + \$45.00 per ton |

Will be paid as invoiced for services rendered during the fiscal year and
approved by the City Auditor.

E. L. Harvey

ATTACHMENT II

City of Methuen

CONTRACTOR'S COST PROPOSAL

Recyclables collection, hauling and disposal

Year 1: 476,000. 00

(July 1, 2018 – June 30, 2019)

Recycling fee

\$5.00 per ton

Year 2: 493,470. 00

(July 1, 2019 – June 30, 2020)

\$6.00 per ton

Year 3: 507,800. 00

(July 1, 2020 – June 30, 2021)

\$5.00 per ton

Option Year 1: 532,264. 00

(July 1, 2021 – June 30, 2022)

\$5.00 per ton

Option Year 2: 565,611. 00

(July 1, 2022 – June 30, 2023)

\$5.00 per ton

last + final.

**City of Methuen
Department of Public Works**

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| A & B Package Store | 161 Pelham St. |
| Valley Liquors | 291 Merrimack St. |
| Galloways | 176 Pelham St. |
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| Chris' Pizza | 124 Lowell St. |
| Manzi Park Gardens | 10 Burnham Rd. |
| Mann Orchards | 27 Pleasant Valley St. |
| First Baptist Church | 30 Park St. |
| Forest Street Union Church | 15 Forest St. |
| St. George Church | 103 Pleasant St. |
| St. Theresa's Church | 22 Plymouth St. |
| Selimiye Mosque | 105 Oakland Ave. |

SCHEDULE C

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,
EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE
SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief have filed all state tax returns and paid all state taxes required under law.

*Signature of Individual
or Corporate Name (Mandatory)

**Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if Applicable)

Date: _____

- * Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.
- ** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers 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 Mass. G.L.C. 62C, S. 49A.

SCHEDULE D
CLERK CERTIFICATE
AUTHORIZATION TO SIGN CONTRACT

At a duly authorized meeting of the Board of Trustees/Directors of the _____ held on _____
(Name of Organization) (Date)

which all the Trustees/Directors were present and waived notice, it was VOTED, that

_____ of this organization, is authorized to
(Name)
execute contracts in the name and behalf of said organization, and affix its corporate seal
thereto; and such execution of any contract or obligation in this organization's name on its
behalf by such _____ under the seal of the organization shall be
(Officer)

valid and binding upon this organization.

I hereby certify that I am the clerk of the _____ and
that _____ is the duly elected _____ of
(Type name) (Officer)

said organization, and that the above vote has not been amended or rescinded and remains
in full force and effect as of this date.

Corporate Seal Here:
(if no seal, print "none") _____
Signature _____

Type Name _____

Date _____ Title _____

SCHEDULE E
STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, _____
hereby certify that we are not disbarred, suspended or otherwise excluded from
receiving funds or bidding on any project by any State or Federal agency.

Signature

Date

SCHEDULE F

AFFIDAVIT OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or bids has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting contract/bid