

## INTENT TO AWARD

C-18-54

TO: JRM Hauling & Recycling Services  
265 Newbury Street  
Peabody, MA 01960

FOR: TRASH COLLECTION & HAULING SERVICES

AMOUNT Yr. 1 (FY19) \$1,400,000.00 + \$75.00 per ton  
Yr. 2 (FY20) \$1,435,000.00 + \$78.00 per ton  
Yr. 3 (FY21) \$1,490,000.00 + \$81.00 per ton

APPROVED

6/21/18  
JAJ

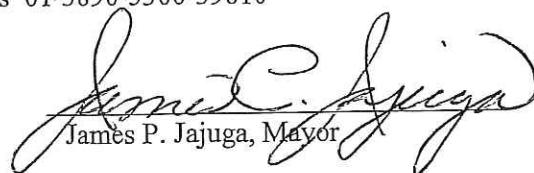
Three year contract with an option for 2 one year renewals

Optional Yr. 1 (FY21) \$1,540,000.00 + \$84.00 per ton  
Optional Yr. 2 (FY22) \$1,595,000.00 + \$87.00 per ton

1. This award is based on competitive bids Performed as a bid process but exempt from M.G.L. Chapter 30B, §1(b)(30)	YES
2. The above company was the lowest qualified bidder	YES
3. Was this contract a result of a budget item? a) If not, how will the money be raised?	YES
4. Was the bid process required by law? 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)	NO
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

Tipping Fees 01-3890-5300-39810

6/8/18  
Date

  
James P. Jajuga, Mayor

**CITY OF METHUEN  
PROFESSIONAL SERVICES CONTRACT**

This AGREEMENT made as of \_\_\_\_\_, 2018 by and between **JRM HAULING & RECYCLING SERVICES, INC.**, 265 Newbury Street, Peabody, MA 01960, 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: Municipal Solid Waste Collection & Hauling Services.

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 agree 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 or 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.

**JRM HAULING & RECYCLING  
SERVICES, 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 12 and

Pages 23 through 25.

## 1.0 INTRODUCTION

### 1.1 *Overview*

The City of Methuen seeks proposals from qualified vendors interested in providing Municipal Solid Waste Collection and Hauling Services. The City has a current population of approximately 49,917 (U.S. Census Bureau data), approximately 180 miles of roadway, and provides curbside MSW collection and disposal services to approximately 15,000 households, all Methuen Housing Authority facilities, all City-owned facilities, all Methuen Public School facilities and other select locations, henceforth called the “service area” (see Appendices IX and X). Approximately seventeen thousand (17,000) tons of MSW were collected from the service area in FY17. The selected vendor will provide MSW collection and hauling services for a period of three years, with anticipated commencement on July 1, 2018 through June 30, 2021, with two additional option years, at the City’s discretion.

Proposals are requested for the weekly collection and transportation of municipal solid waste (MSW) generated in the City. MSW collected in the City will be transported to the Wheelabrator waste to energy facility in North Andover, Massachusetts.

The City will consider alternate proposals that include disposal of MSW in addition to collection and hauling. Disposal of MSW will only be considered in conjunction with collection and hauling under this IFP.

The City is seeking additional proposals for the curbside collection and hauling of bagged and/or bundled residential yard waste (YW). Vendors will deliver YW to the City’s transfer station on Huntington Avenue. Collection will be on a bi-weekly basis, following the City’s recycling schedule, from July 1 to December 15 in year 1 and May 1 to December 15 in subsequent years..

By submitting a proposal, Vendor (hereinafter referred to as either the “Contractor” or “Vendor” or “Proposer”) agrees to the provisions and responsibilities described in this Invitation For Proposals (hereinafter referred to as the “IFP”) and understands the IFP will form a major component of any agreement (hereinafter referred to as the “Contract”) between the parties. The term “Contractor” shall include any subcontractor, agent, employee, or servant of the same.

Per Massachusetts General Laws, Chapter 30B, Section 1(b)(30), a contract for the transportation, receipt, processing or disposal of solid waste materials, is exempt from the public bid laws for the Commonwealth of Massachusetts. Therefore, proposals received for the services mentioned above will not be considered formal bids. The City reserves the right to select the proposal that best suits its needs in consideration of a number of factors including, but not limited to, the fee charged for services. Additionally, the City reserves the right to reject any and all proposals, or parts thereof, if doing so is determined to be in the best interest of the City.

### 1.2 *Terms & Payments*

#### 1.2.1 Term of Contract

The contract period shall commence on the day following the last date on which a Contract has been executed (hereinafter referred to as the “Effective Date” of this contract) with service anticipated to

begin on July 1, 2018. The Contractor agrees to commence full residential curbside MSW collection and other related services under this Contract no later than July 1, 2018 unless a later date is determined by the City.

#### 1.2.2 Contract Payments

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

Acceptable Curbside Waste: means mixed household waste (including trash, garbage and refuse) generated by the City of Methuen, within the City by residents, schools and municipal facilities and having the characteristics of solid waste normally generated through a municipal program.

Bulky Item: shall mean a household item that is too large to fit in a container (trash barrel or bag), such as, but not limited to, a mattress, box spring, couch, carpet (cut in 5 foot lengths to fit in truck, rolled, tied or taped and not exceeding 60 lbs.), lawn furniture, grill (without tank), large plastic toy, plastic pool and a chair.

Cathode Ray Tubes (CRT's): shall mean any intact, broken or processed glass tube uses to provide the visual display in televisions, computer monitors and certain scientific instruments.

City: shall mean the City of Methuen, a municipal corporation located within the County of Middlesex 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 Middlesex County of Deeds and also comprising of an association which sets rules and regulation pertaining to the unit's organization, operational costs and having a committee or controlling body.

Construction and Building Debris: shall mean any material resulting from the excavation, construction, renovation, remodeling, repair or demolition to any structure regardless of cause of such operations. Said debris includes items such as wood, beams, shingles, bricks, insulation, plaster, drywall, rebar, masonry, asphalt, concrete, counters, countertops, shower stalls, sinks, radiators, furnaces, earth and gravel.

Containers: shall mean plastic bags and plastic and metal barrels for holding trash. Plastic bags shall have sufficient wall strength to maintain physical integrity when lifted from the top with a total weight including its contents not to exceed fifty (50) pounds. Plastic or metal barrels shall have handles of adequate strength for lifting, tight fitting lids or covers, the mouth of the barrel being equal to or greater in diameter than its base, with a total weight including its contents not to exceed sixty (60) pounds

Contract Documents: shall mean the written agreement between the City and the selected vendor, the Invitation For Proposals, the vendor's proposal and any written clarifications made between said parties.

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 trash, recyclables and other materials as outlined in the IFP and all related documents. The terms "vendor" and "proposer" shall also have the same meaning as "contractor".

DPW: shall mean the City of Methuen Department of Public Works.

Delivery Point: shall mean the permitted Wheelabrator waste to energy facility located on Holt Road in North Andover, Massachusetts, at which the City and its authorized hauler(s) shall deliver its waste for acceptance and disposal.

Hazardous Waste: shall mean any toxin, chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, an appropriate agency of the Commonwealth of Massachusetts, or an appropriate department of the City of Methuen as "hazardous". Such wastes include, but are not limited to, paints, thinners, varnishes, cleaning products, pesticides, rat poisons, bathroom cleaners, furniture polish, oven cleaners, motor oil, antifreeze, auto batteries, photo chemicals, brake and transmission fluids, septic tank additives, fire extinguishers, PCB's, lighter fluid, weed killer, explosives, ammunition, fireworks, asbestos, radioactive materials, kerosene, propane, dyes, and mercury bearing wastes such as thermostats, thermometers and fluorescent bulbs.

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 curbside for the purpose of recycling. Said materials shall be in two sorts and include: 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).

Service Area: shall mean all households, municipal and schools buildings, and related areas identified in this Invitation for Proposals as eligible for receiving trash related services.

Trash: shall mean all garbage, rubbish and solid waste that is not considered recyclable, yard waste, hazardous waste, construction and building debris, a CRT, White Good or an unacceptable waste. The term "solid waste" shall have the same meaning as "trash".

Unacceptable Waste: shall mean hazardous waste, biological waste, asbestos, building and construction debris, agricultural waste, automobile or truck parts such as engines, transmissions and batteries, heavy machinery, tree logs and limbs greater than six inches in diameter, tree stumps and any other materials designated by the United States Environmental Protection Agency, an appropriate agency of the Commonwealth of Massachusetts, or the City of Methuen as an unacceptable waste.

White Goods: shall mean items and appliances employing electricity, oil, natural gas or liquefied gas to preserve or cook food, to wash or dry clothing or to cool or heat air or water. These items include refrigerators, freezers, ovens, stoves, ranges, air conditioners, dishwashers, dehumidifiers, water heaters, clothes washers, and clothes dryers.

Yard Waste: shall mean grass clippings, weeds, grass clippings, garden materials, shrub trimmings, and brush one (1) inch or less in diameter.

### **3.0 SPECIFICATIONS FOR MUNICIPAL SOLID WASTE COLLECTION AND HAULING SERVICES**

#### **3.1 *Trash Service***

##### **3.1.1 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 units in excess of the current household estimate.

Recent data from Methuen City Hall about the households being serviced indicates the approximate household breakdown as follows:

<u>Type of residence</u>	<u>Number of Units</u>
Single Family	10,795
Two family	1,016
Three family	248
Four family	71

As part of the service area to be provided, the vendor also will be responsible for serving residential households that are part of the Methuen Housing Authority (MHA). A list of MHA locations and estimated household count is included as Appendix X.

The collection of trash will be on a weekly basis and will follow the five-day, Monday through Friday schedule currently in place. Collections 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 (note: trash 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 allowed to discard one (1) bulky item along with their trash each week. Bulky items may include such items as furniture, carpet, windows, doors, mattresses and other household items provided that they require no more than two collection personnel to be lifted. Residents are responsible for placing trash at the curb, in acceptable containers, and separate from recyclables for easy access by the Vendor. The Vendor is responsible for assuring that materials defined by the City as "unacceptable" are not collected in the trash stream. Any material which is "not acceptable" at the delivery point, is included in the Commonwealth's disposal ban (e.g. yard waste) now and in the future, or included in the City's curbside recycling or related programs, shall be rejected from being collected as trash at the curb. The Vendor should include in their proposal a description of the procedures to be used by collection personnel for visual inspection and rejection of unacceptable materials. 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 and correct the issue with the material in question.

Emptied trash containers and lids 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 or mail delivery service. In addition, the Vendor agrees to operate collection vehicles in such a manner as to prevent materials from being 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.

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. The Contractor shall maintain collection vehicles in a clean condition and cause to have the words: "CONTRACTOR FOR 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 to maintain a positive public image as reasonably determined by the City.

### 3.1.2 Municipal / School Buildings and Locations

The Vendor will be responsible for furnishing dumpsters to appropriate locations (or such additional or alternative locations as may be specified during the course of the contract term) and for the collection and hauling to the delivery point of trash collected in said dumpsters based on the appropriate collection frequency.. The High School and Comprehensive Grammar School (CGS) are to be furnished with compactors for said purpose in place of dumpsters unless otherwise determined by the City. A list of locations where service is to be provided is included as Attachment IX.

Dumpsters are to be equipped and maintained with locks or locking mechanisms by the Vendor in order to prohibit unauthorized or illegal dumping in said dumpsters.

On special occasions or events, the Vendor shall provide support in the form of placing dumpster(s) at location(s) provided at the discretion of the Director of Public Works or his designee and for the transporting of trash collected from said dumpsters to the delivery point. Historically, this has involved only a few events each year.

The Vendor will also be responsible for the manual collection of trash from additional non-residential locations (or such additional or alternative locations as may be specified during the course of the contract term) and for the hauling to the delivery point.

### 3.1.3 Other

The Contractor shall submit with each invoice a monthly report of all trash collected and disposed of at the delivery point(s). Said reports shall include a daily listing of the trash tonnage tipped by each truck at the delivery point(s) and the time and date of said tip.

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. The Contractor shall establish and maintain a toll free number available to residents and City officials both to provide information on solid waste services to residents and to receive and record any complaints or compliments regarding the manner of service rendered during the course of the contract. It shall be the responsibility of the Contractor to telephone City Hall before the end of each service day to collect any complaints or details of missed collections which may have been recorded and to report on the resolution of any prior complaints.

The City seeks to reduce the amount of trash generated and disposed of and may adopt program enhancements (e.g. barrel limit; automated collection) in the future as a means to increase recycling and reduce solid waste costs to the City. As an example, the City implemented Single Stream recycling in July 2010 and has realized both a reduction in solid waste and an increase in recycling. Proposers are encouraged to include in their proposals any additional recommendations that would assist in implementing waste reduction measures or propose other means for enhancing recycling through increased trash diversion.

## 4.0 SPECIFICATIONS FOR RESIDENTIAL YARD WASTE COLLECTION AND DELIVERY TO CITY TRANSFER STATION

### 3.1 Yard Waste Service

#### 3.1.1 Curbside Yard Waste 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 units in excess of the current household estimate.

Recent data from Methuen City Hall about the households being serviced indicates the approximate household breakdown as follows:

<u>Type of residence</u>	<u>Number of Units</u>
Single Family	10,795
Two family	1,016
Three family	248
Four family	71

The collection of yard waste will be on a bi-weekly basis and will follow the five-day, Monday through Friday recycling collections schedule currently in place. Collections 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 (note: trash collection will include Saturday collections during such weeks). The following are to be considered as observed holidays: New Year's 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 allowed to discard yard waste in recyclable bags and bundled brush and sticks no greater than three feet in length. Residents are responsible for placing yard waste at the curb, in acceptable containers, and separate from recyclables for easy access by the Vendor. The Vendor is responsible for assuring that materials defined by the City as "unacceptable" are not collected in the yard waste stream. Any material which is "not acceptable" at the delivery point shall be rejected from being collected as yard waste at the curb. The Vendor should include in their proposal a description of the procedures to be used by collection personnel for visual inspection and rejection of unacceptable materials. The Vendor shall be required to provide and issue warning (non-compliance) stickers or tags at the curb when collection personnel spot unacceptable materials. Said stickers or tags shall indicate the problem(s) with the rejected material so that the respective household can be educated about and correct the issue with the material in question.

In order to avoid contamination of yard waste materials, Vendor is required to have collection vehicles that are dedicated to yard waste collection only.

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. The Contractor shall maintain collection vehicles in a clean condition and cause to have the words: "CONTRACTOR FOR 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 to maintain a positive public image as reasonably determined by the City.

## 5.0 GENERAL TERMS & CONDITIONS

### Compliance

Each party to this contract shall comply with all published federal, Massachusetts and local laws, by-laws, ordinances, rules, regulations and all administrative and judicial positions. This contract shall be considered to include all applicable laws as though such terms were set forth in full herein.

Where the Contractor's work is subject to the Commonwealth's prevailing wage law, the Contractor stipulates that it will pay employees subject to the law, throughout the term of this contract, at least the prevailing, prescribed rate of wage as determined for the Commonwealth of Massachusetts Division of Occupational Safety (DOS); such determination is incorporated by reference in this contract with specifications for the City provided as Attachment XI. Each Contractor and Subcontractor performing under this contract shall furnish to the DOS such statements as may be required under law, including within fifteen (15) days after completion of its portion of the contract work, a statement of compliance executed by the Contractor and, if any, the Subcontractor. The statement of compliance shall state that all mechanics, apprentices, teamsters, chauffeurs, laborers and other relevant workers employed on the project have been paid in accordance with wages determined under the provisions of Sections 27 and 27A of Chapter 149 of the Massachusetts General Laws.

### Changes in the Contract

The Contractor shall do the work in the manner set forth in the specifications of the IFP and contract, except that the City Mayor and/or the Director of Public Works, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work or furnish extra motor trucks or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time. The Contractor shall abide by any changes in law, regulation (e.g. waste bans) or policy put in place by federal, state or local agencies that are related to the services outlined in the IFP, Contract and any related documentation.

### Cancellation of Contract

Should the Contractor on any occasion fail to report, collect or remove the household trash or other materials as provided in the specifications of the IFP and the contract, the City Mayor and/or the Director of Public Works reserves the right to send a special truck or other vehicle to collect and remove the same at the expense of the Contractor; or in the event of any failure on the part of the Contractor to comply with any of the provisions of the IFP and the contract, the City Mayor and/or the Director of Public Works may, at any time hereafter, cancel the contract if he/she shall see fit, by written notice of the cancellation delivered to the Contractor in hand or to his/her principal place of business or at his/her usual place of abode or sent to him/her by registered mail.

### Force Majeure

Each party to the Contract shall be excused without cost or liability to the other, for failure or delay in performance of any obligation set forth in the Contract by reason of a Force Majeure event. This provision shall not, however, relieve the Contractor or the City from using all reasonable efforts to overcome or remove such Force Majeure event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure event, and during such period thereafter as may be reasonably necessary for the Contractor or the City to correct the adverse effect

of such Force Majeure event, provided that the Contractor or the City shall use its best efforts to obtain a stay or appeal of any Force Majeure event constituting a Change in Law, if in the Contractor's or the City's good faith judgment, after consultation with legal counsel, such action is warranted. Each party shall give prompt written notice of a Force Majeure event to the other. Each party shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure event; however, the settlement of strikes, lockouts, work slowdowns, and other similar labor actions or of any legal actions or administrative proceedings shall be entirely in the discretion of the affected party and the affected party shall not be required to make settlement of strikes, lockouts, work slowdowns and other similar labor actions or of any legal actions or administrative proceedings when such settlement is or would be unfavorable in the judgment of the affected party.

#### **Dismissal of Employees**

The Contractor shall dismiss, or transfer to duties outside the City of Methuen, any employee engaged upon the work when requested by the City Mayor and/or the Director of Public Works, for just cause, and the Contractor shall not again employ on the work any employee dismissed or transferred under the foregoing provisions without the consent of the City Mayor and/or the Director of Public Works.

#### **Workmen's Compensation Insurance**

The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws, to all persons employed under the contract by the Contractor and shall continue such insurance in full force and effect during the term of the contract.

#### **Liability Insurance**

The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of liability claims in the amount of not less than \$250,000 for property damage and \$500,000 for personal injury for any one person and \$1,000,000 for personal injury for any one accident; and shall continue such insurance in full force and effect during the term of the contract. Contractor shall add the City of Methuen as "additional insurer" on its contract liability policy.

#### **Performance Bond**

The Contractor shall, before commencing performance of the contract, provide a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory of the City Mayor and/or the Director of Public Works, in the sum of one hundred percent of the annual contract price and shall continue such bond in full force and effect during the term of the contract, the bond of (100%) shall be posted for each year separately. For the first year, the bond shall be posted with the City in a form satisfactory to the City's Solicitor, no later than 10 days after the contract award, and further 10 days prior to the start of each subsequent year of the contract.

#### **Protection Against Liability**

The Contractor acknowledges and agrees that he/she is responsible for all his/her acts and doings and all the acts and doing of his/her employees hereunder as an independent contractor and he/she will indemnify and hold harmless the City of Methuen from any and all loss, damages, costs, charges,

expenses and claims which may be made against it or to which it may be subject or to which it may be put by reason of any act, action, neglect, omission or default on his/her part, or any of his/her employees hereunder and will pay all costs and expenses of defense incidental thereto, and that all the same will be paid to the City of Methuen upon demand therefore.

#### **Monies withheld by the City**

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or as much as may be deemed necessary therefore, to the payment of any expenses, including any expense directly or indirectly resulting to the City in connection with the faithful performance of this agreement. Losses or damages incurred by the City and determined as aforesaid may be retained until all the claims are settled so much of such monies as the City Mayor and/or the Director of Public Works shall be of the opinion will be required to settle all claims against the City, its officers, agents or servants. Any monies kept hereunder shall be deemed not due and payable to the Contractor until final disposition of any such expenses, losses, damages or claims referred to herein.

#### **Contract Payments**

The City shall each month, so long as the Contractor shall faithfully do everything required of him in this contract, pay the Contractor the monthly portion of the yearly contract sum as stated in the bid of the Contractor, hereto annexed, after deducting from the total amount thereof the amount of any claim, expenses, penalty or loss that may be deemed proper to retain as provided aforesaid.

#### **Contract Commitment**

The Contractor shall keep himself fully informed of all state and national laws, and municipal by-laws, ordinances, regulations or policies in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and conform to and abide by the same. If any discrepancy or inconsistency is discovered in the specifications or contract from this work in relation to such law, ordinance, regulations, order or decree, he shall forthwith report the same to the City Mayor and/or the Director of Public Works, in writing. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, policies and decrees; and shall protect and indemnify the City and the City Mayor and/or the Director of Public Works and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, policy, order or decree, whether by himself or his employees.

#### **Contract Compliance**

It is understood and agreed that, because the public health and convenience of the City are involved in the performance of this contract, performance reasonably satisfactory to the City Mayor and/or the Director of Public Works or his designee, along with meticulous attention to every detail in the IFP, contract and specifications and a high standard of work is justified.

## 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 solid waste. 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 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 promptly pick up waste spilled during collection and/or haul;

\$ 100 per occurrence

f) failure to replace or pay for damaged barrels or other collection containers within ten (10) day for which the City judges the Contractor to be at fault;

\$ 50 per occurrence

## City's Liability

The City's liability under this contract shall be to make all payments monthly, as such payments may from time to time become due, and said City shall be under no further obligation or other liability.

**City of Methuen  
Department of Public Works**

**Trash Collection, Hauling & Disposal Services**

**Additional Collection Locations**

<u>LOCATION</u>	<u>ADDRESS</u>	<u>FREQUENCY</u>
<b><u>Public Facilities</u></b>		
Searles Building	41 Pleasant St.	2 x week
Elmwood Cemetery	130 N. Lowell St.	1 x week
Highway Division Facility	Lindberg Ave.	1 x week
Environmental Mngmt Gar.	Lindberg Ave	1 x week
Water Division Facility	Cross St.	1 x week
Water Treatment Plant	Burnham Rd	1 x week
Quinn Public Safety Bldg.	90 Hampshire Street	2 x week
<b><u>Schools</u></b>		
Marsh Grammar School	309 Pelham Street	5 x week
Tenney Middle School	75 Pleasant Street	5 x week
Timony Middle School	45 Pleasant View	5 x week
Compr. Grammar School	100 Howe Street	5 x week
Methuen High School	1 Ranger Rd.	1 x week
Central School Building	Lawrence St.	1 x week
Pleasant Valley School	Pleasant Valley St	1 x week
Currier School Building	Boylston St	1 x week
<b><u>Additional Locations</u></b>		
Presentation of Mary Aead.	Lawrence St.	1 x week
St. Monicas Church	Lawrence St.	1 x week
St. Andrews Church	Broadway	1 x week
St. Lucy's Church	Merrimack St.	1 x week
Marsh Corner Community	Plymouth St.	1 x week
First Church Congregational	Pleasant St.	1 x week
First Baptist Church	Park St.	1 x week
Forest Street Union Church	Forest St.	1 x week
St. George Church	Philips St.	1 x week
St. Theresa's Church	Merrimack St.	1 x week
Selimiye Mosque	Oakland Ave.	1 x week
Nevins Library	Broadway	1 x week
Senior Citizens Center	Lowell St.	1 x week

## 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
<b>Trash/Recycle</b>						
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-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.

Issue date: 03/28/2018

Wage request Number: 20180328-010

**SCHEDULE B**  
**COMPENSATION AND METHOD OF PAYMENT**

**TRASH COLLECTION & HAULING SERVICES**

AMOUNT	Yr. 1 (FY19)	\$1,400,000.00 + \$75.00 per ton
	Yr. 2 (FY20)	\$1,435,000.00 + \$78.00 per ton
	Yr. 3 (FY21)	\$1,490,000.00 + \$81.00 per ton

With option to renew for two years

Optional yr. 1 (FY22)	\$1,540,000.00 + \$84.00 per ton
Optional yr. 2 (FY23)	\$1,595,000.00 + \$87.00 per ton

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

JRM Hauling

**ATTACHMENT II**

**City of Methuen**

**CONTRACTOR'S COST PROPOSAL**

**Trash collection and hauling to the Wheelabrator waste to energy facility located in North Andover:**

Year 1: \$1,400,000.00  
(July 1, 2018 – June 30, 2019)

Year 2: \$1,435,000.00  
(July 1, 2019 – June 30, 2020)

Year 3: \$1,490,000.00  
(July 1, 2020 – June 30, 2021)

Option Year 1: \$1,540,000.00  
(July 1, 2021 – June 30, 2022)

Option Year 2: \$1,595,000.00  
(July 1, 2022 - June 30, 2023)

**Trash collection, hauling and disposal**

Year 1: \$1,400,000.00      \$75.00 Ton  
(July 1, 2018 – June 30, 2019)

Year 2: \$1,435,000.00      \$78.00 Ton  
(July 1, 2019 – June 30, 2020)

Year 3: \$1,495,000.00      \$81.00 Ton  
(July 1, 2020 – June 30, 2021)

Option Year 1: \$1,540,000.00      \$84.00 Ton  
(July 1, 2021 – June 30, 2022)

Option Year 2: \$1,595,000.00      \$87.00 Ton  
(July 1, 2022 - June 30, 2023)

✓ Verified Planagan  
w/ Tom Planagan  
S/B \$1,490,000.00  
Same as above

## 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, JRM Hauling & Recycling Services, 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: Tom Flanagan  
(Printed name of Authorized Representative)

Date: 5-23-18

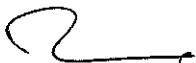
### Contract Funding Appropriation

It is understood that the provision of the contract is for a period of approximately 3 years, with the potential addition of two (2) optional, one (1) year extensions at the total discretion of the City. It is also understood that the provisions shall be subject to funding appropriation of the City Council. Notwithstanding, the Contractor agrees to hold the City harmless for the failure of the City appropriating authority to provide for funding, and in such case of non-appropriation shall release the City from its obligations under this contract. It shall, however, be the position of the City Mayor's office to include funding proposals to the City Council each of the contract years to provide for funding.

The Invitation for Proposals to provide Municipal Solid Waste Collection and Hauling Services to the City of Methuen has been read and fully understood by the Vendor listed below. This Proposal, includes, but is not limited to, the Vendor's letter proposal, cost proposal(s), purchase specifications, required documents, and any other required or requested documentation, submitted by said Vendor as executed by the Vendor's duly authorized representative listed below:

VENDOR'S NAME: JRM Hauling & Recycling Services, Inc.

VENDOR'S ADDRESS: 265 Newbury Street, Peabody, MA 01960

BY:   
(Vendor's Duly Authorized Representative - signed)

BY: Tom Flanagan  
(Vendor's Duly Authorized Representative - printed)

TITLE: Sales Manager  
(Duly Authorized Representative)

DATE: 5-23-18

## ATTACHMENT V

### City of Methuen

### PERFORMANCE SECURITY

Prior to beginning work under this Contract, the Contractor shall deliver a performance security instrument to the City in a form acceptable to the City and in the amount of one hundred percent (100%) of the total annual cost of the Contract as indicated in Attachment II and any clarifying documents hereto. Such performance security shall name the City as obligee for the faithful performance of Contractor's obligations under the Contract, shall be executed yearly and shall be irrevocable for the full term of this Contract. If the performance security is a performance bond or other surety instrument, it shall be with such sureties as are licensed to conduct business in the Commonwealth of Massachusetts and as are named, in current lists of sureties maintained by the Massachusetts Division of Insurance, as authorized to transact business in the Commonwealth. If the surety of the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the Commonwealth, the Contractor shall within ten calendar days thereafter substitute another performance security acceptable to the City.

The Proposer, JRM Hauling & Recycling Svs, has read and understands the terms  
(Name of Contractor)

described above regarding Performance Security 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: Tom Flanagan  
(Printed name of Authorized Representative)

Date: 5-23-18

## 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.

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Signature

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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.

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**Signature of person submitting contract/bid**