

**TOWN OF PLYMOUTH
AGREEMENT FOR
CURBSIDE COLLECTION OF
REFUSE AND RECYCLABLES**

THIS AGREEMENT made as of this 16^r day of October, 2013, the "Effective Date", by and between the **TOWN of PLYMOUTH**, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts 02360, (the "Town"), and **ABC DISPOSAL SERVICE, INC.**, a Massachusetts Corporation principally located at 1245 Shawmut Avenue, New Bedford, Bristol County, Massachusetts 02745 (the "Contractor"). The Town and the Contractor are also a "Party" to this Agreement when referred to individually and are also "Parties" when referred to collectively).

RECITALS:

WHEREAS, the Town issued a request for proposals for curbside collection of refuse and recyclables services on February 13, 2012 entitled "RFP 21201, Curbside Collection of Refuse and Recyclables" (the "RFP"); and

WHEREAS, Contractor responded to the RFP by its submission of a "Technical Proposal" dated March 27, 2012 and a subsequent "Tier Pricing" proposal dated July 11, 2013 (collectively, the "Proposal") which was accepted by the Town; and

WHEREAS, the Proposal provides for, among other things, provision of automated curbside cart collection services for municipal solid waste, refuse and recyclables to residents of the Town who opt to participate in the Town's program on a subscription basis; and

WHEREAS, the Contractor will furnish, assemble and deliver to the Town automated carts each with a capacity of up to sixty-five (65) gallons for automated curbside collection of "Solid Waste" and of up to ninety-five (95) gallons for automated curbside collection of "Recyclable Material" in quantities sufficient to perform the "Work", all such defined terms used herein shall have those meanings prescribed in Article I, Definitions below; and

WHEREAS, the Parties desire to enter into a curbside collection agreement for refuse and recycling collection services pursuant to the RFP and the Proposal as maybe otherwise modified hereby this Agreement for a term of eight (8) years, **commencing January 1, 2014 and expiring on December 31, 2021**, as may be extended, upon the terms and conditions contained in this Agreement; and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, both the Town and the Contractor agree that: (i) the above Recitals are true and accurate and are incorporated herein this Agreement and made a part hereof and (ii) the Parties further agree as follows:

ARTICLE I DEFINITIONS

Agent shall mean the agent of the Town Manager duly appointed by the Town Manager.

Agreement shall include this Agreement, and any attachments, exhibits, schedules and appendixes and the RFP, the Proposal, the Contractor's performance bond all of which are incorporated by reference and are made a part of this Agreement. This Agreement constitutes the entire agreement between the parties concerning the Work, and constitutes the entire agreement of the Parties. To the extent this Agreement conflicts with the terms and provisions of the RFP and the Proposal are inconsistent or otherwise are in conflict, the terms and provisions of this Agreement shall prevail.

Applicable Law shall mean each and every applicable federal, state, county, city or local law, statute, by-law, charter, ordinance, rule, regulation, order, Consent, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority, including waste bans, or court or other tribunal having jurisdiction over the performance of the Work and all matters being the subject of this Agreement.

Automated Carts shall mean containers equipped with RFID having a capacity of up to sixty-five (65) gallons with wheels and attached, hinged lids for Refuse/Rubbish and containers of up to ninety-five (95) gallons for Single Stream Recycling, designed to be emptied by a fully or semi-automated collection vehicle and manufactured by a reputable company that has been in business more than five (5) years prior to the Effective Date.

Automated Cart Collection shall mean use of a mechanized system, fully or semi-automated for the Curbside Pickup of Solid Waste and Recyclable Materials and which requires use of specialized collection vehicles and compatible curbside containers (i.e. lift capable carts) to maximize efficiency and pursuant to which Solid Waste shall be placed in Town approved SMART/PAYT bags which shall then be placed in an Automated Cart.

Board of Health shall mean the Town of Plymouth Board of Health, the Health Agent or his/her designee.

Commencement Date shall mean the date upon which the Contractor commences the Work pursuant to this Agreement.

Consent shall mean any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any governmental, quasi-governmental, regulatory or judicial body, entity, authority or tribunal.

Construction and Demolition Debris shall mean non-hazardous Solid Waste, free of asbestos, generated from the construction and/or demolition of buildings, structures and roadways including, without limitation, Metal, asphalt shingles, asphalt, brick, concrete, building materials, lumber, sheetrock, plaster, brick, mortar, concrete and insulation.

Contractor shall mean the company or corporation receiving this Agreement to include its agents, representatives, employees, contractors, subcontractors, successors and/or assigns and the Managing Agent.

CRT (Cathode Ray Tube) shall mean Solid Waste consisting of an intact glass tube used to provide the visual display in televisions, and including, televisions (including all flat screen models such as LCD and plasma screen models), computer monitors, laptop computers and certain scientific instruments such as oscilloscopes as that term is defined in 310 CMR 30.010 and further used in 310 CMR 30.000 et seq.

Curbside Pickup shall mean the collection of the Solid Waste and Recyclable Material being the contents of Automated Carts placed at the curb by Residential Subscribers in time for collection by the Contractor by means of Automated Cart Collection or Traditional Curbside Collection, as applicable.

Curbside Pickup Route shall mean that route established by the Contractor and approved by the Town pursuant to which the Contractor shall conduct Curbside Pickup which route may be temporarily adjusted or modified by the Town in the event of unanticipated or unavoidable circumstances including, without limitation, traffic accidents, any road construction, installation of improvements or any other circumstances causing a road obstruction, determined at the Town's sole discretion or, if on a permanent basis, by mutual agreement by the Contractor and the Town throughout the Term of this Agreement.

Director of Public Works shall mean the Director of the Town's Department of Public Works or his/her designee.

Disposal Facility shall mean a Solid Waste depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing and/or separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Solid Waste from each Residential Subscriber by means of Curbside Pickup for processing or final disposal. Currently, the Disposal Facility is located at **Covanta SEMASS, 141 Cranberry Road, Rochester, Massachusetts 02770.**

Effective Date shall mean the date upon which this Agreement is executed.

Eligible Four Family Dwelling Units shall mean buildings comprised of four (4) Household dwelling units listed in **Exhibit A** attached hereto.



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

Hard to Manage Waste (HTM) shall mean non-metallic waste which is difficult to manage, and includes, without limitation, mattresses, box springs, couches, upholstered furniture, carpeting and the like.

Hazardous Waste or Hazardous Materials (as such terms may be used interchangeably) shall mean and include asbestos, flammable materials, explosives, radioactive or nuclear substances, polychlorinated biphenyls, other carcinogens, oil and other petroleum products, radon gas, urea formaldehyde, chemicals, gases, solvents, pollutants or contaminants that could be a detriment or pose a danger to the environment or to the health or safety of any person, and any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such in any past, present or future federal, state or local laws, by-laws, rules, regulations, codes or ordinances or any judicial or administrative interpretation thereof including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Public Health Service Act (42 U.S.C. §300(f) et seq.), the Pollution Prevention Act (42 U.S.C. §13101 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Federal Clean Water Act (33 U.S.C. §1251 et seq.), the Federal Clean Air Act (42 U.S.C. §7401 et seq.), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws c.21E; and the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws c.21C.

Historic District shall mean that area of the Town depicted on **Exhibit B**.

Holiday shall mean Sundays in addition to: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day and such other days as agreed to in writing as between the Parties hereto.

Household shall mean a single, Residential Unit within a single or multi-family complex up to and including four (4) dwelling units.

Metal shall mean all scrap metals excluding Recyclable Material.



Leaf and Yard Waste shall mean deciduous and coniferous seasonal disposition including, without limitation, sod, landscaping and tree debris and tree stumps, leaves, grass and hedge clippings and tree trimmings, vine cuttings, loose wood, garden materials and brush.

Managing Agent shall mean a supervisory, management level person within Contractor's organization and designated by the Contractor upon whom all notices may be served by the Town or upon whom complaints may be served or given by the Town or any Residential Subscriber and Residential Non-Subscriber. Service of such notice or complaint upon the Managing Agent shall always constitute service upon the Contractor.

Municipal Collection Program shall mean a program that collects Solid Waste and Recyclable Material from Residential Subscribers.

OSD shall mean the Commonwealth of Massachusetts Operational Services Division.

OSHA shall mean the Occupational Safety and Health Administration of the United States Government.

PAYT shall mean a system of Curbside Pickup charged on a "pay as you throw" basis.

Prevailing Wage Rates shall mean wage rates for workers paid at the rates established by the Executive Office of Labor and Workforce Development, Division of Occupational Safety in accordance with G.L. c. 149, § 27.

Processing Facility shall mean the facility where the Recyclable Material described in this Agreement are taken by the Contractor for processing and marketing licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Recyclable Material from each Residential Subscriber by means of Curbside Pickup for processing.

Proposal shall mean Contractor's response to the RFP via its "Technical Proposal" dated March 27, 2012 and a subsequent "Tier Pricing" proposal dated August, 2012 as accepted by the Town attached hereto as **Exhibit C**.

RFID shall mean a radio frequency identification device affixed to an Automated Cart which shall record the address and time of collection of each Automated Cart at Curbside Pickup.

RFP shall mean the Town's request for proposals for curbside collection of refuse and recyclables services dated as of February 13, 2012 entitled "RFP 21201, Curbside Collection of Refuse and Recyclables" attached hereto as **Exhibit D**.

Recyclable Material shall mean the following materials that have the potential to be recycled, reclaimed, or used again and which are not commingled with non-recyclable Solid Waste or contaminated by toxic materials as per 310 CMR 19.006.

Residential Unit shall mean a dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four (4) Households. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. An apartment structure, whether of single or multi-level construction, consisting of four (4) or less contiguous or separate Residential Units and bordering an accepted street or private street or street that was planned for future acceptance by the Town, shall be treated as one Residential Unit.

Residential Subscriber, each being a Residential Subscriber, shall mean the owner or occupants of each Household within a Residential Unit and Eligible Four Family Dwelling Units who have paid the Town's Solid Waste Fee in exchange for Curbside Pickup services under the Municipal Collection Program.

Residential Non-Subscribers shall mean owners or occupants of a Residential Unit who have opted out of the Municipal Collection Program.

Single Stream Recycling shall mean the method of collecting Recyclable Material by use of a single container where all Recyclable Material is placed.

SMART shall mean "save money and recycle today".

Solid Waste shall mean useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006 but not including Recyclable Material. The term "liquid" refers to the incidental liquids Residential Subscribers discard in their Automated Carts. Solid Waste must be contained in Town approved SMART/PAYT bags prior to being placed in an Automated Cart. Specifically excluded from the definition of Solid Waste are: (i) Unacceptable Waste; (ii) any Recyclable Material; (iii) dead animals; (iv) household, basement, attic or garage cleanouts pursuant to which a Town resident or property owner must independently contract to rent, at his/her/its sole cost and expense a dumpster for the time necessary to complete the cleanout in compliance with all applicable federal, state and local laws, codes, bylaws and regulations; (v) Construction and Demolition Debris; (vi) CRT's; (vii) Leaf and Yard Waste; (viii) White Goods; (ix) "Waste Ban Materials" as defined by 310 CMR 19.012 and subsequent amendments during the Term of this Agreement; and (x) automobile parts, including, without limitation, batteries, engines and auto-body parts.

Solid Waste Fee shall mean that fee charged and collected by the Town based on the four (4) available options presented to Town residents and paid by a Residential Subscriber in exchange for Curbside Pickup services.

Town shall mean the Town of Plymouth.

Town Manager shall mean the Town Manager or his/her Agent.



Traditional Curbside Collection shall mean the accepted method of collecting refuse and recyclables by use of no mechanical means.

Unacceptable Waste shall mean all hazardous material or waste as defined in 310 CMR 19.000, those items covered under the mercury disposal prohibition pursuant to 310 CMR 76.00, all Solid Waste rejected from the Disposal Facility, ineligible commercial garbage, Construction and Demolition Debris, ash from heating plants, wood and coal stoves, stones, rocks, automobile parts, used tires and waste oils, pesticides and sewage wastes.

Waterfront shall mean that area of Town including:

- (i) Warren Avenue: Between the intersection with Sandwich Street and the intersection with Rocky Hill Road;
- (ii) Sandwich Street: Between the intersection with Warren Avenue and the intersection with Water Street; and
- (iii) Water Street: Between the intersection with Sandwich Street and the intersection with Nelson Street.

White Goods shall mean ovens, stoves, refrigerators, water coolers, bubblers, dishwashers, clothes dryers, washing machines, freezers, air conditioners, dehumidifiers, hot water heaters, space heaters, microwaves and any items containing pressurized Freon. White Goods shall be classified as either Freon containing or non-Freon containing types.

Work shall mean all obligations of the Contractor described in this Agreement including, without limitation, assembly and distribution of the Automated Carts prior to the Commencement Date, the weekly Curbside Pickup and removal and transport to the Disposal Facility of Solid Waste, and alternating week Curbside Pickup of Single Stream Recycling Material and transport to the Processing Facility through Automated Cart Collection or, when appropriate, through Traditional Curbside Collection where Automated Cart Collection is not feasible and furnishing all vehicles, materials, equipment and labor necessary, proper and convenient for Contractor's performance thereof for all Residential Subscribers at rates per Residential Subscriber charged to the Town by the Contractor as set forth in the "Pricing Schedule" attached hereto as **Exhibit E** all in compliance with all Applicable Law as determined by the Director of Public Works.

ARTICLE II AGREEMENT

1. **THE WORK.** The Contractor shall, at its own cost and expense, furnish all vehicles, materials, equipment and labor necessary, proper and convenient for the performance of its duties required by this Agreement in performance of the Work.

Failure to conduct the Work as directed by the Town may result in the imposition of Liquidated Damages as provided below in Section 14 of this Agreement.

Contractor shall implement Curbside Pickup through Automated Cart Collection in the Town to enable full performance of the Work. In such areas of the Town where Automated Cart Collection service has not been implemented, the Contractor shall continue to provide Traditional Curbside Collection services in accordance with the prices set forth in the "Pricing Schedule" attached hereto as Exhibit F until such time as Automated Cart Collection has been fully implemented in the Town.

A. Solid Waste Services Exclusions.

The Curbside Pickup of Solid Waste shall not include the following:

- (i) Solid Waste that is not first placed in a Town approved SMART/PAYT bag and subsequently placed in an Automated Cart;
- (ii) Construction and Demolition Debris;
- (iii) Leaf and Yard Waste;
- (iv) Automobile parts, including, without limitation, batteries, engines and components, doors, body parts, tires and the like;
- (v) CRT's;
- (vi) Waste Ban Materials as defined by 310 CMR 19.017 and subsequent amendments including, without limitation, visible recyclables, cardboard, paper, plastic, glass, Metal and fluorescent lamps;
- (vii) White Goods and Freon containing products;
- (viii) Unacceptable Waste; and
- (ix) Hard to Manage Waste.

B. Single Stream Recycling Collection.

The Contractor shall provide for the Curbside Pickup of the following listed Recyclable Material from all Residential Subscribers, in compliance with all Applicable Law as determined by the Director of Public Works.

Recyclable Materials to be collected shall include, without limitation:

- (i) Newspapers and advertisement inserts, magazines, catalogues;
- (ii) Telephone books, paperback books, and books (hard cover removed);
- (iii) Junk mail and envelopes (all types);
- (iv) Paper of all color, staples and paperclips may be attached;
- (v) Brown paper bags;
- (vi) Paperboard, such as cereal and shoeboxes;
- (vii) Corrugated cardboard;
- (viii) Glass bottles and jars of all colors;
- (ix) Plastic bottles and containers marked #1-#7;
- (x) Aluminum, such as cans, foil and trays;
- (xi) Metal: steel, tin, and empty aerosol cans, and lids; and
- (xii) Aseptic Containers: coated-paper milk and juice cartons and drink boxes.



C. Solid Waste Disposal.

The Contractor shall transport to and unload all Solid Waste collected under this Agreement to the Disposal Facility; or, any other Disposal Facility of equal or similar distance (within ten (10) miles of the Disposal Facility) as designated by the Town in its sole discretion. Transport of Solid Waste to an alternative Disposal Facility identified by the Town that is ten (10) miles further from the Semass Covanta Disposal Facility shall be subject to an equitable adjustment in pricing.

The Contractor shall first send written notice of the equitable adjustment in compensation associated to the Town prior to transport of Solid Waste to an alternate Disposal Facility located more than 10 miles from the Semass Covanta Disposal Facility and only after the additional cost of transport to such alternative Disposal Facility is mutually agreed upon in writing as between the Town and the Contractor as a change order to this Agreement and not before. The Contractor shall have no obligation to transport Solid Waste to such an alternate Disposal Facility until the Town enters into such written agreement. In the event transport of Solid Waste to such alternative Disposal Facility(s) occurs without Contractor's prior written notice to the Town and/or without mutually accepted price adjustments confirmed in writing, all additional costs and expenses related thereto shall be borne solely and exclusively by the Contractor.

D. Recyclable Materials Processing.

The Contractor shall transport to and unload all Recyclable Material collected under this Agreement for the Term of this Agreement to the Processing Facility selected by it.

E. RFID and Monitoring Equipment.

Automated Carts shall include support RFID equipment to record the address and time of each Curbside Pickup. The Contractor shall immediately provide such collected data to the Town upon its request. All of Contractor's collection vehicles used in performance of the Work shall also be equipped with cameras to monitor (but not to record) each residential Curbside Pickup load collected.

F. Holiday Collection.

When a scheduled collection day falls on a Holiday, there shall be no collection on that day. Collection for those days and all remaining days of the week shall occur one day later. The Holiday schedule shall be published by the Contractor in a calendar and other literature distributed annually as described below in Section 6.F. entitled "Outreach Sponsorship". The Contractor shall also, at its sole cost and expense, advertise any change in the collection schedule resulting from a Holiday one (1) week prior to the anticipated schedule change in "The Old Colony Memorial" and on "PAC TV".



G. Equipment.

(i) General:

The Contractor shall purchase and/or lease and maintain and repair all vehicles and equipment necessary to adequately and efficiently perform the Work and all obligations pursuant to this Agreement.

Prior to the Commencement Date, and within twenty (20) days after January 1, annually thereafter and/or promptly upon any change to the Contractor's vehicle/equipment line-up used in performance of the Work throughout the Term, the Contractor shall provide to the Director of Public Works, a list of all vehicles and equipment (including back-up vehicles and equipment) to be used by the Contractor in performance of the Work. The vehicle/equipment list shall contain, vehicle identification number, license number, make and model, model year, designation of front line or back-up), payload capacity.

All vehicles and equipment used in the collection and transportation of Solid Waste or Recyclable Material shall be of sufficient type, size and capacity to fully perform the Work. Collection vehicles shall, at all times, be equipped with working mobile phones for immediate and direct contact by a vehicle operator with the Town Department of Public Works.

If Contractor cannot complete the Work within the timeframes and/or schedules prescribed in this Agreement, the Town may order the Contractor to increase or change, at Contractor's sole cost and expense, the number and types of vehicles and equipment necessary to maximize efficiency in full performance of the Work. If the Contractor fails to comply with such order within ninety (90) days of receipt, such failure shall constitute a breach of this Agreement and the Contractor shall pay, in the form of "Liquidated Damages", referenced below in Section 14 of this Agreement, the sum of one hundred (\$100.00) dollars for each day that the Contractor fails to comply with such order with said Liquidated Damages to be imposed for each additional truck ordered by the Town, but not placed in service by the Contractor.

(ii) Back Up Vehicles and Equipment:

The Contractor shall maintain sufficient back-up and auxiliary collection vehicles and equipment for immediate use to ensure uninterrupted collection service in full and efficient performance of the Work in the event of any frontline vehicle and equipment failure during the Term of this Agreement.



(iii) Vehicle Condition, Maintenance and Repair:

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

(iv) Vehicle Appearance & Signage:

All collection vehicles and equipment shall be provided, maintained and operated in accordance with all applicable Federal, State and Local laws, codes, bylaws and regulations, including, without limitation, the Massachusetts Motor Vehicles Code, G.L. c. 89-90H. The Contractor's name, telephone number, vehicle number, the official seal of the Town no smaller than six (6") inches in diameter and the words "Town of Plymouth" shall be visibly displayed on both sides of all collection vehicles. All letters and figures shall be not less than three inches (3") high.

(v) Licenses and Registration:

The Contractor shall ensure that all vehicle and equipment operators shall maintain current licenses necessary in the conduct of the Work and shall maintain, at all times, current motor vehicle registrations for all vehicles used in performance of the Work as required by all applicable laws, rules and regulations, including, without limitation, the Massachusetts Department of Motor Vehicles and the Massachusetts Department of Transportation.

(vi) Environment and Safety:

The Contractor is responsible for ensuring that all vehicles and equipment used in performance of the Work are compatible with all required emissions standards, are road worthy, are appropriate for its designated use in performance of the Work and are equipped with properly functioning, audible back-up alarms as required by applicable state law. The operator of such vehicles used in performance of the Work shall travel all roads and streets in accordance and in observance with all applicable traffic rules and regulations.

Bodies for the trucks used for the collection and transportation of Solid Waste shall be enclosed and shall be watertight, readily cleanable and sanitary.

All vehicles and equipment used for the collection or hauling of Solid Waste and/or Recyclable Material shall be thoroughly cleaned and



scrubbed both inside and outside, and sprayed with such deodorizing material as may be deemed proper by the Town at least once each week and more frequently on an as needed basis and as otherwise determined by the Director of Public Works. All vehicles, conveyances, containers, and all other equipment of whatever nature used by the Contractor in performance of the Work shall, at all times, be kept and maintained in a safe, clean and sanitary condition and shall be operable and in a state of constant good repair. All vehicles, equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety, appearance, and subject to approval or rejection by the Director of Public Works at any time. The Contractor shall replace any such rejected vehicles and equipment as soon as reasonably possible and same shall not, under any circumstances, be deemed an event of Force Majeure pursuant to Section 16 below.

H. Recycling Incentive Program.

The Town may implement a recycling incentive program for Town residents such as that sponsored by "Recyclebank", for example, during the Term of the Agreement. The Town will provide reasonable notice to Contractor of its election to implement such program. The Town and the Contractor shall negotiate an equitable adjustment to the Contractor's compensation prior to the implementation of such program.

2. TERM OF AGREEMENT. The Contractor shall provide the Town with collection, disposal, and processing services in full performance of the Work and in accordance with the specifications set forth in this Agreement. The term of this Agreement will be for an **EIGHT (8) YEAR** period, commencing as of **January 1, 2014**, being the Commencement Date, and expiring **December 31, 2021** (the "Base Term"). The base Term may be extended for up to two (2) additional terms of one (1) year each exercisable at the Town's sole discretion and option by giving written notice to the Contractor ninety (90) days before of the expiration of the applicable term (each an "Extension Term" and with the Base Term shall be referred to as the "Term").

3. COMPENSATION TO THE CONTRACTOR AND ADJUSTMENTS.

A. The Town will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligations incurred pursuant to this Agreement for Contractor's full performance of the Work the amounts stated in the attached Pricing Schedule attached hereto as Exhibit E. Payments by the Town to the Contractor under this Agreement shall be made monthly and shall be invoiced by the Contractor to the Town in arrears, but no later than ten (10) business days after the last day of the calendar month. The Town will make all payments due to the Contractor under the terms of this Agreement within thirty (30) days of receiving a complete and accurate invoice from the Contractor.

B. Included in the Town's monthly payments to the Contractor are certain set lump sum items as detailed in the attached Exhibit F, Pricing Schedule which shall be based upon 1/12 of such annual lump sum payment for the applicable components as set forth in Exhibit E. Payments in whole or in part will be made for the faithful performance of this Agreement, less, any Liquidated Damages as further described below in Section 14 for noncompliance.

C. In the first year of the Term of this Agreement from January 1, 2014 expiring December 31, 2014, there will be no adjustments in payments from the Town to the Contractor due to changes in the cost of fuel. Subsequently, the Parties hereto will negotiate, in good faith, to formulate a mutually acceptable "Fuel Adjustment Clause" resulting in adjustments in payments from the Town to the Contractor due to changes in the cost of fuel.

D. Except for the equitable cost adjustment associated with transport of the Solid Waste to any alternative Disposal Facility in accordance with the provisions of Sections 1.C. above and 6.A. below, transportation of Solid Waste to the Disposal Facility and transportation of Recyclable Material to the Processing Facility shall be included in the prices referenced in the attached Pricing Schedule and shall be at no additional cost to the Town.

E. In the event of any dispute as to any portion of any monthly or other invoice from the Contractor, the Town shall give written notice of the disputed portion to the Contractor within ten (10) days of receipt of such invoice. Such notice shall identify the disputed portion of the invoice, state the amount in dispute and set forth the grounds on which such dispute is based. The Town shall pay the entire undisputed portion of the invoice in a timely fashion according to the terms of this Agreement. No "Town Events of Default", as described in Paragraph 20.B. below shall result from the Town's good faith withholding of disputed amounts in accordance with this section during any dispute nor shall any remedies for Town Events of Default as described below in Paragraph 20.D. accrue accordingly. The Contractor shall give consideration to such dispute and shall advise the Town with regard to its position relative thereto within twenty (20) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the monthly statement next submitted to the Town after such determination and paid by the Town in a timely fashion and in the ordinary course.

During the pendency of any dispute as to the amount owed, both the Town and the Contractor shall continue performing their respective obligations under this Agreement.

This Agreement is subject to the availability and appropriation of Town funds. The Town Manager shall give the Contractor prompt notice of any Town budget proposal that does not include an appropriation necessary to continue this Agreement in a subsequent fiscal year. The Town Manager and the Director of Public Works shall use best efforts to seek to annually appropriate funds at Town meeting to continue this Agreement throughout its Term and if unable to do so

despite such efforts shall certify in writing to the Contractor that funds to continue the Agreement are unavailable. The Town shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance at any time during the Term and any extension of this Agreement as provided in M.G.L. Chapter 30B, section 12 and Chapter 44, section 31.

4. AUTOMATED CART DELIVERY/REPLACEMENT/REPAIR/TITLE.

A. Automated Cart Delivery/Replacement/Repair.

The Contractor shall inventory, deliver and maintain the Automated Carts, including providing replacements, repairing damaged Automated Carts, or supplying additional Automated Carts as needed throughout the Term of this Agreement in accordance with the Pricing Schedule attached hereto as Exhibit E. One (1) sixty-five (65) gallon Solid Waste and one (1) ninety-five (95) gallon Single Stream Recycling Automated Cart shall be delivered to each Residential Subscriber a minimum of thirty (30) prior to the Commencement Date of this Agreement. The Town has provided to Contractor, as of the Effective Date, a list of addresses or units for delivery of the Automated Carts to the Residential Subscribers dated as of August 21, 2013 attached hereto as **Exhibit G** and such list shall be updated by the Town and provided to the Contractor a minimum of fifty (50) days prior to the Commencement Date and the Contractor shall accordingly provide a sufficient number of Automated Carts to all Residential Subscribers and the compensation to the Contractor according to the Pricing Schedule shall be adjusted accordingly. Notwithstanding the foregoing, the Town may, through the Term of this Agreement, modify, adjust or amend such list of Residential Subscribers and shall provide, on a weekly basis during the Term, the updated list to the Contractor, by e-mail or other mutually accepted means and the Contractor shall make appropriate adjustments to the Curbside Pickup Route with adjustments to the Pricing Schedule accordingly. Additionally, the Town may reduce the size of the Single Stream Recycling Automated Cart from a ninety-five (95) gallon container to a sixty-five (65) gallon cart for those specific Residential Subscribers who request a smaller cart with reasonable notice to the Contractor and the Pricing Schedule shall be adjusted accordingly.

The Contractor shall provide the Town notice prior to ordering the Automated Carts and the color of the Automated Carts shall be blue with blue covers for sixty-five (65) gallon carts and blue with orange covers for ninety-five (95) gallon carts with Automated Carts for curbside collection of Solid Waste labeled on the front of each "MSW" and those for Recyclable Material labeled "Recycling" with lettering of no smaller than three (3) inches with the front of each Automated Cart also containing a print of the official seal of the Town having a diameter of no less than six (6) inches.

B. Automated Cart Maintenance/Replacement/Repair.

Contractor shall, at its own cost and expense be responsible to maintain, repair or replace Automated Carts not functioning properly due to damage during the Term of the



Agreement. Contractor shall replace Automated Carts within seventy-two (72) hours of receiving notice from the Town Manager or the Director of Public Works, except that the Contractor reserves the right to charge, at rates designated on the attached Pricing Schedule, for replacement of stolen Automated Carts or those damaged as the result of the intentional or negligent conduct of the Residential Subscriber or the Town.

C. Cost of and Title to Automated Carts.

It is agreed and understood by the Parties that the compensation received by the Contractor under this Agreement as set forth in the attached Pricing Schedule includes the purchase, assembly and distribution of Automated Carts of up to sixty-five (65) gallons for Automated Cart Collection of Solid Waste and of up to ninety-five (95) gallons for Automated Cart Collection of Recyclable Material all in quantities sufficient to perform the Work provided pursuant to this Agreement. Except as provided below in this Section 4.C., all Automated Carts provided by the Contractor shall become the property of the Town at the expiration of the Base Term provided the Town does not cancel or terminate this Agreement prior to the expiration of the Term in which case the Town shall, at its option, pay to the Contractor the remaining, unamortized value of the Automated Carts or arrange prompt delivery of the Automated Carts to the Contractor. Transfer of title to the Automated Carts from the Contractor to the Town shall be evidenced by a "Non-warranty Bill of Sale" in form substantially attached hereto as **Exhibit H** which shall be executed by the Parties prior to the expiration of the Term. Notwithstanding the foregoing, Contractor shall assign all manufacturer's warranties on the Automated Carts which are assignable.

As new Residential Subscribers are added throughout the Term, the Director of Public Works shall notify the Contractor in writing of the number of new Residential Subscribers. Following such notice, the Contractor shall promptly notify the Director of Public Works of the additional cost of the Automated Carts necessary to accommodate the new Residential Subscribers. Following the Contractor's notice, the Town shall, exercisable in its sole discretion: (i) direct the Contractor to purchase the additional Automated Carts and the cost of same shall be charged to the Town, payable in equal monthly installments, and amortized for the remainder of the Base Term if purchased during the Base Term or an Extension Term if purchased during an Extension Term, as the case may be and title to the additional Automated Carts shall vest in the Town at the expiration of the such term respectively; or (ii) purchase the additional Automated Carts outright in which case title to them shall immediately vest in the Town upon payment. In the event the Town exercises its right to purchase the additional Automated Carts outright than the Contractor shall be obligated to assemble, deliver, maintain, repair and replace those Automated Carts in the same manner as prescribed above in this Section 4.

The cost to the Town for the additional Automated Carts, throughout the Term of this Agreement, in any case, shall not exceed those prices established by OSD and purchase of the Automated Carts shall be on terms no less favorable than those prescribed in OSD Statewide Contract "FAC61" or similarly prescribed OSD contract, as may be updated



from time to time, for "Rehrig Pacific Carts" or Director of Public Works approved equal.

5. CURBSIDE COLLECTION.

A. General

Curbside Pickup shall be conducted in such a manner so that Automated Carts are placed at a point no further than five (5) feet from the back of the curb. Except as otherwise provided hereunder, Automated Carts placed more than five (5) feet from the back of the curb shall not be included in this Agreement. In areas where there are no curbs, Curbside Pickup shall refer to the collection of items placed no further than five (5) feet from the edge of a right of way. Automated Carts are placed three (3) feet apart from each other.

Notwithstanding the foregoing, Automated Carts shall be set out and replaced after collection in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in a right-of-way, Automated Carts shall be placed and replaced after collection as close as practicable to an access point for Automated Collection. The Contractor shall collect all Automated Carts set out in this manner and at curbside, collection point or area designated by the Town. The Contractor may decline to collect any Automated Carts not set out in accordance with this procedure.

B. Collection Routes.

Collection routes for the Residential Subscribers shall be established by the Contractor two (2) months prior to Commencement Date. Except in an emergency, all changes in or deviation from any routes and collections points including, without limitation, the Curbside Pickup Routes and schedules made by the Contractor in performance of the Work must be approved in writing from the Director of Public Works prior to implementation of the change. Five (5) route maps must be provided to the Town at least one (1) month prior to the Commencement Date in a format compatible with the Town's geographic information system ("GIS"). All collection routes including the Curbside Collection Routes are subject to the "List of Road Restrictions/Limitations" attached hereto as **Exhibit I** which list the Town may supplement or modify from time to time throughout the Term. Any changes made to the List of Road Restrictions/Limitations by the Town shall be promptly provided to the Contractor and the Contractor shall make the appropriate adjustments accordingly.

The Contractor shall use best efforts to service Residential Subscribers in the same order each week throughout the Term of this Agreement. Provided the Contractor is notified by the Director of Public Works before 2:00 PM shall return on the same day (if the Contractor is notified after 2:00 PM it will return the next day, unless a Holiday) for any missed pickups of Solid Waste and/or Recyclable Materials missed due to a change in time of collection that was not approved by the Director of Public Works.



Contractor shall notify, via (i) mail; (ii) publication in "The Old Colony Memorial"; (iii) public service announcement on "PAC TV" and (iv) any other notification medium as may be reasonably determined by the Town from time to time, all affected Residential Subscribers of all Town approved or Town requested alterations in routes or schedules at no additional cost and expense to the Town.

The Director of Public Works shall provide the Contractor with a list of each residential street address that the Contractor is to collect from along with the number of dwelling units at each street address and such list shall be updated annually or within such other time interval as reasonably determined by the Director of Public Works.

C. Communication with Residents.

Any changes in the route, schedule, or collection of Solid Waste and/or Recyclable Materials made at Contractor's request shall be distributed by the Contractor in writing and in form as approved by the Director of Public Works at the Contractor's sole cost and expense.

D. Care of Public and Private Property.

The Contractor shall use its best efforts to ensure it handles the Automated Carts with care so that they are not damaged. The Automated Carts are to be returned right-side-up, in a standing position and in the approximate place where found. The Contractor shall use care in returning empty Automated Carts to the curbside or off the edge of an adjacent and travelled right of way. Automated Carts shall not be placed in driveways, in front of mailboxes or on paved portions of roadways. Under no circumstances are Automated Carts to be thrown or allowed to roll out into any right of way.

The Contractor will take adequate precautions to protect all public and private property from any damage and the Contractor will be responsible for all costs and expenses necessary to repair any such damage caused by the Contractor accordingly. Any damage done to property by the Contractor, its employees, agents, contractors and subcontractors through or related to the performance of the Work shall be promptly repaired or paid for by the Contractor, or subject to prior notice to the Contractor may be repaired by the Town with the reasonable cost of repair deducted from any payment due the Contractor under the terms of this Agreement.

E. Daily Contact and Managing Agent.

The Contractor shall provide a publicly published local telephone number to the Town Manager, the Director of Public Works and each Residential Subscriber as of the Commencement Date. The Contractor shall designate Supervisory-level personnel capable of responding to and solving any complaints, including, without limitation those from Residential Subscribers, the Town Manager, the Director of Public Works or any other duly authorized Town official concerning performance of the Work hereunder this Agreement. Contractor shall maintain and staff adequate telephone lines from 8:00 a.m. to 4:30 p.m. each day of collection, or later if Contractor's personnel are still on the



routes and shall otherwise maintain a twenty-four (24) hour automated telephone line for receipt of complaints when not staffed outside of said hours. The telephone number shall be published as a "24-Hour Hotline" on all calendars and other written materials to be furnished by the Contractor, as well as other information so that residents can properly log complaints.

The Contractor shall maintain a log of resident complaints and the manner in which they were resolved by Contractor to be submitted to the Director of Public Works electronically prior to the close of each month throughout the Term of this Agreement.

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

The Contractor shall also designate, in writing, prior to the Commencement Date, to the Director of Public Works the name of a "Managing Agent" upon whom all notices may be served by the Town. Service of such notice upon the Managing Agent shall always constitute service upon the Contractor. The Managing Agent shall oversee the collection, transport and, where applicable, disposal and processing of Solid Waste and/or Recyclable Material from the Town.

All complaints shall be promptly investigated and then promptly responded to in writing by the Managing Agent on a complaint form established by the Contractor and approved by the director of Public Works which form shall include the: (i) name of the complainant and the name of the person whom the Management Agent made contact with; (ii) designation of complainant (i.e. Residential Subscriber, Town official, etc.); (iii) time and date of complaint; (iv) brief description of the basis of complaint; (v) location of incident giving rise to the complaint; (v) the Contractor's proposed resolution of the complaint.

F. Outreach Sponsorship

The Contractor will sponsor education and outreach efforts for Municipal Collection Program participation. At a minimum, the Contractor will:

- (i) Develop, print and mail an introductory postcard/flyer to announce the new program to all residents, mailed approximately forty (45) days prior to the Commencement Date.
- (ii) Dispense basic, start-up literature to all residents about the Municipal Collection Program and Single Stream Recycling, including, without limitation, how, what and why to recycle; schedule of collections for their respective addresses and the "does and don't(s)" about Recyclable Material in preparation for placement in the Automated Cart.
- (iii) Maintain, annually, residents' awareness of the Single Stream Recycling program and to remind each resident of continued participation.

- (iv) Distribute refrigerator magnets to all residents, annually, describing the Single Stream Recycling program and the Municipal Collection Program.
- (v) Calendars are to be distributed in December for the following calendar year indicating the recycling week. Calendars shall include the Holiday schedule in addition to recycling weeks.

All of the above outreach sponsorship materials must be approved by the Town Department of Public Works prior to implementation. All published materials for this Agreement shall also contain the "24-Hour Hotline" access information.

The Contractor will also sponsor, at its cost and expense, annual education and outreach efforts to Town residents for Municipal Collection Program participation and recycling, such as; participating in community events or educational presentations by Contractor's designated professionals qualified to present the benefits of the Municipal Collection Program to be conducted at Town Senior Centers, the Library and elementary schools during each year of this Agreement. The Contractor shall coordinate, through the Director of Public Works, three (3) such events annually.

G. Meeting Between Contractor and Town Official

The Contractor, through its Managing Agent, shall be available to meet with the Town Manager, the Director of Public Works and/or any other designated Town official as needed to review performance of the Work and resident complaints and resolutions, including a list of all "Non-Collection Notices", described below in Section 5.M. left with each Residential Subscriber. The Town may conduct an annual performance review prior to the end of each year of the Term of this Agreement.

H. Collection Frequency.

(i) Solid Waste.

The Contractor shall collect Municipal Solid Waste from all Residential Subscribers on a weekly basis. The Contractor shall not collect Solid Waste from Residential Non-Subscribers in collection vehicles employed by and lawfully under the control of Contractor under this Agreement

(ii) Recyclable Material.

The Contractor shall collect Recyclable Material from all Residential Subscribers on a bi-weekly basis. The Contractor shall not collect Recyclable Material from Residential Non-Subscribers in collection vehicles employed by and lawfully under the control of Contractor under this Agreement.



I. Collection Schedule.

The Contractor shall schedule its every other week Curbside Pickup of Recyclable Material to be on the same weekday as its weekly Curbside Pickup of Municipal Solid Waste such that Residential Subscribers will have Curbside Pickup on the same day of the week. For example, if the Contractor schedules Curbside Pickup of a Residential Subscriber's Municipal Solid Waste every Tuesday, it shall schedule Curbside Pickup of Recyclable Materials from that Residential Subscriber every other Tuesday.

All areas on the Town's Waterfront and the Historic District, as designated in the attached Exhibit B, shall be collected on the mornings of Tuesday, Wednesday, or Thursday. In the event of a Holiday coinciding with the scheduled pick-up, the pick-up shall be on the next scheduled business day.

J. Collection Times.

No collection from Residential Subscribers shall be made before 7:00 AM or after 5:00 PM without prior approval from the Director of Public Works.

K. Routing Schedule.

The Contractor will schedule routes according to the Curbside Pickup Route and other routes in performance of the Work so that collection vehicles are not within ½ mile of each other on the same right of way.

L. Missed Pickups.

The Contractor shall be required to return for all missed pickups of Solid Waste and Recyclable Material by the Contractor (excluding that Solid Waste and Recyclable Material subject to a "Non-Collection Notice" designated below in paragraph M. or in the event of failure of a Residential Subscriber(s) to put out its Solid Waste and Recyclable Materials in time for Curbside Pickup) as requested by the Town Manager or Director of Public Works or other designated Town official or Residential Subscriber. The designated collection vehicle shall return to the address of the Residential Subscriber on the same day as day of such request if the Contractor is notified before 2:00 PM that day, unless Contractor's vehicle has already left the Town boundaries, If the Contractor's vehicle has already left the Town or if it is not notified until after 2:00 PM, such vehicle will return for the missed Curbside Pickup on the following day including a day that is a Holiday. The Contractor shall be required to conduct all missed Curbside Pickups at no extra cost.

M. Non-Collection Notices.

The Contractor shall supply "Non-Collection Notices" designed by the Contractor and approved by the Director of Public Works. Notices must be approved before printing. All



collection vehicle operators shall be provided with an adequate supply of the Non-Collection Notices and are required to leave Non-Collection Notices whenever Solid Waste and/or Recyclable Material is intentionally not collected according to the terms and provisions of this Agreement.

N. Improperly Prepared Materials.

Contractor's employees, contractors and subcontractors encountering improperly placed or prepared Solid Waste and/or Recyclable Material at Curbside Pickup by a Residential Subscriber shall follow the following procedure:

- (i) For the first occurrence by a Residential Subscriber within any calendar year during the Term of this Agreement, the Contractor shall complete a Town approved "Non-collection Notice" as further described above in Section 5.M., explaining the deficiency and the Contractor shall leave the Non-Collection Notice, along with improperly placed or prepared Solid Waste and/or Recyclable Material, at an easily accessible and identifiable location (e.g. taped to the front door, etc.) at the residence of the Residential Subscriber.
- (ii) Upon the second and ensuing occurrences by the same Residential Subscriber within any calendar year during the Term of this Agreement, the Contractor shall follow the step prescribed above in Section N(i) and shall also notify the Director of the Department of Public Works of a persistent problem at that address of the Residential Subscriber.

O. Items Prohibited from Collection.

The Contractor shall not collect those items listed in Section 1.A. above. The Contractor shall leave a Non-collection Notice explaining why such materials were not collected.

P. Mixing Recyclable Materials with Solid Waste.

Recyclable Material shall not be commingled with Solid Waste under any circumstance. Recyclable Material shall not be placed in Automated Carts intended for Solid Waste and Solid Waste shall not be placed in Automated Carts intended for Single Stream Recycling.

Q. Cleanup on Route.

The Contractor shall pick up all blown, littered, and broken Solid Waste and/or Recyclable Material collected pursuant to this Agreement. Each collection vehicle shall carry, at all times, at least one (1) broom, shovel, and a hazardous materials spill kit.

R. Spillage of Solid Waste or Recyclable Material.

If at any time, Solid Waste or Recyclable Material are spilled into a right of way, sidewalk, lawn, tree, or any private or public property by the Contractor, or the contents of a collection vehicle carrying Solid Waste or Recyclable Material are spilled/dumped onto a right of way, sidewalk and private or public property, the Contractor shall clean up the spilled/dumped matter immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately.

S. Hazardous Waste Spills.

The Contractor must immediately report any spill of automotive fluids or other Hazardous Waste to the Plymouth Fire Dispatch Center at **(508) 830-4213** and to Plymouth Public Works **508-830-4162**. The Contractor must also report Hazardous Waste spills to the Massachusetts Department of Environmental Protection ("MADEP") and the Board of Health in accordance with all applicable federal, state and local laws, codes and regulations.

T. Accidents and Breakdowns.

The Contractor shall notify the Director of Public Works within fifteen (15) minutes of any accident or breakdown that may delay the Contractor's performance of the Work and Curbside Pickup activities. The Contractor shall notify the Town's public safety officials and/or emergency response immediately (within fifteen (15) minutes) of any accident involving either personal injury or damage to private or public property of any sort.

U. Services for Physically Challenged Residents.

The Contractor, with the assistance of the Town, shall establish a procedure to assist Residential Subscribers who are physically unable, due to age or physical condition, to place Automated Carts from the building line to the properly designated place at curbside as described above in Section 5.A. After documentation and verification of such person's condition, and verification that there is no other residential property resident able to perform such a task, the Town, after certification of need from the Residential Subscriber, will notify the Contractor, who will then be responsible for Curbside Pickup at the building line rather than the designated place at curbside at no additional cost to the Town.

V. Semi-Annual Town Clean-Up Events.

Contractor shall, at Town's request by prior written notice to the Contractor, deliver to the Town's Department of Public Works yard located at 159 Camelot Drive, Plymouth or such other location(s) as designated by the Director of Public Works, two (2), thirty (30) yard roll off containers, twice annually for use during the Town's clean-up events and shall collect and dispose of the contents of same (limited to one dump each) as part of the Work at no additional cost and expense to the Town.



6. SOLID WASTE DISPOSAL.

A. Solid Waste Disposal.

Subject to the provisions of Section 1.C. above, the Contractor shall bring all Solid Waste to the Disposal Facility or other facility of equal or similar distance (within 10 miles from the Disposal Facility) as designated by the Town including transport to the Covanta Disposal Facility located at 100 Recovery Road, Haverhill, Massachusetts. If an alternative Disposal Facility is further than 20 miles from the Disposal Facility, the Contractor shall have the right to consolidate loads of Solid Waste collected from the Town into a transfer trailer at Contractor's facility for shipment to such alternate Disposal Facility. In the event Contractor co-mingles Solid Waste with that of a Residential Non-Subscriber or from any other source not a Residential Subscriber in the course of such consolidation then the Contractor shall be solely responsible for the cost and expense of disposal, including, without limitation transportation to any facility and title to such Solid Waste shall immediately vest in the Contractor and the Town shall not be deemed a generator of such waste for any purpose.

B. Weights.

Contractor shall provide the Town with "Individual Monthly Summarized Municipal Tonnage Reports" from the Disposal Facility accompanied by proper and verifiable weight slips, certified by a facility which maintains a Massachusetts, officially approved scale along with any other supporting evidence and material as may be reasonably requested by the Director of Public Works to the Contractor all of which must be submitted to the Director of Public Works on a monthly basis within seven (7) days of the beginning of each month.

C. Rejected Solid Waste Loads.

The Contractor shall not be deemed to have taken title to or arranged for the disposal of the Municipal Solid Waste collected by it under this Agreement, title and ownership shall remain with the Town. Any Solid Waste, Unacceptable Waste or Hazardous Waste rejected from the Disposal Facility and/or Processing Facility for any reason shall remain the property of the Town.

Contractor must immediately notify the Director of Public Works in the event the Disposal Facility rejects any Solid Waste, Unacceptable Waste or Hazardous Waste for any reason. The Contractor may, without the obligation to do so, transport the rejected Solid Waste, Unacceptable Waste or Hazardous Waste to another facility capable of accepting such waste according to Applicable Law and may equitably adjust the price for such transportation and disposal after first sending written notice of the equitable adjustment associated to the Town prior to transport and disposal to an alternate facility and only after the additional cost of transport and disposal to such alternative facility is mutually agreed upon in writing as between the Town and the Contractor and not before. In the event Contractor transports such rejected Solid Waste, Unacceptable Waste or Hazardous Waste to such alternative facility without such mutually accepted price



adjustments confirmed in writing, all additional costs and expenses related thereto shall be borne solely and exclusively by the Contractor.

7. RECYCLABLE MATERIALS PROCESSING

A. Processor Facility Location.

The Contractor shall provide the Town, in writing, with information on the Processing Facility(s) which shall include, without limitation, its address, history of accepting Recyclable Material, and capacity. The Contractor must take the Recyclable Material to a Processing Facility(s) that accepts and processes Recyclable Material. The Contractor shall notify the Town in writing of any changes in the Processing Facility location. The Contractor shall also provide the Town with a list of materials accepted by the Processing Facility and will notify the Town of any changes in materials accepted by the Processing Facility.

B. Permits and Licenses.

The Processing Facility must be fully licensed and permitted according to Applicable Law.

The Contractor is responsible for the processing and marketing of Recyclable Material. The Contractor must designate in writing to the Town, recyclable marketing and disposal site(s), and may change such sites subject to prior notice to and approval by the Town, which approval shall not be unreasonably denied or delayed subject to Section 5.E above.

C. Weights

Contractor shall provide the Town with "Individual Monthly Summarized Municipal Tonnage Reports" from the processing Facility accompanied by proper and verifiable weight slips, certified by a facility which maintains a Massachusetts, officially approved scale along with any other supporting evidence and material as may be reasonably requested by the Director of Public Works to the Contractor all of which must be submitted to the Director of Public Works on a monthly basis within seven (7) days of the beginning of each month.

D. Processing and Disposal Conditions

The Contractor covenants that at no time throughout the Term of this Agreement shall any of the Recyclable Material accepted under this Agreement be incinerated or placed in a landfill and otherwise shall be disposed or, at no additional cost and expense to the Town, in accordance with all Applicable Law.



E. Rejected Recyclable Material Loads.

Any Recyclable Material rejected from the Disposal Facility and/or Processing Facility for any reason shall remain the property of the Contractor and shall be disposed of at an appropriate facility at no additional cost to the Town.

8. CONTAMINATED MATERIALS.

A. General.

Contractor shall ensure that all Recyclable Material collected at curbside are not contaminated or comingled by Contractor with Solid Waste, Unacceptable Waste or Hazardous Waste. Contractor shall be responsible for all costs and expenses associated with the disposal of Recyclable Material delivered to the Processing Facility determined, by the Processing Facility's representative, employees or staff, to have been contaminated by the Contractor.

The Contractor shall be entitled to dispose, at the Contractor's sole expense, any individual load of Recyclable Material not acceptable to the secondary market due to contamination, provided that the Contractor shall notify the Town of the dates, disposal sites and tonnage of such unacceptable Recyclable Material.

B. Hazardous Waste.

In addition to Unacceptable Waste, Hazardous Waste of any sort shall not be collected under this Agreement including, without limitation:

- (i) Gasoline and waste oil;
- (ii) Liquid oil-based paints, turpentine, paint thinners and shellac;
- (iii) Pesticides;
- (iv) Auto batteries;
- (v) Explosives;
- (vi) Propane tanks and gas cylinders;
- (vii) PCBs and radioactive waste containers;
- (viii) Any other materials designated hazardous by DEP or EPA;
- (ix) Medical wastes.

9. LIABILITY OF THE TOWN. The Town's liability hereunder shall be to make all payments when they shall become due in accordance with Section 3 above and the Town shall be under no further obligation or liability hereunder.

No officer, board, employee, agent, official or resident of the Town or any owner or occupant of any single family residence, Eligible Four Family Dwelling Unit, multifamily complex or multifamily unit, property management company or their employees, landlords and tenants shall ever be personally liable under this Agreement



and the Contractor shall look solely to the Town in pursuit of its remedies upon any Town Event of Default below pursuant to Section 20.B.

10. TITLE TO RECYCLABLE MATERIAL. The Contractor shall receive title to all Recyclable Material collected by Contractor upon Curbside Pickup. The Town shall not be considered the generator of such Recyclable Material for any purpose.

11. INDEPENDENT CONTRACTOR/EMPLOYEES.

A. The Contractor acknowledges and agrees that it is acting as an independent contractor for all Work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose.

B. All employees of the Contractor working in the Town must have a minimum of ten (10) hours of relevant training prescribed by OSHA and the regulations promulgated by it. The Contractor shall provide upon Town's request, all records relative to such OSHA and other safety training provided for Contractor's employees working within the Town.

C. Contractor shall certify to the Town annually and at such other times upon retaining new employees, that all of its employees performing the Work or reasonably anticipated to perform the Work have been subjected to and have cleared a CORI/SORI check without incident according to applicable law and which certification shall be submitted to the Town Manager and the Director of Public Works with a roster of the Contractor's employees working within the Town in performance of the Work. The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside the Town any incompetent or discourteous employee or any employee who is acting in violation of any applicable law when ordered to do so by the Director of Public Works. The Contractor shall not again employ, for work within the Town, any employee dismissed or transferred under the foregoing provisions without the consent of the Director of Public Works.

D. The Contractor agrees to use best efforts to train new employees for a period of at least two (2) weeks prior to their assuming full responsibility in performance of the Work. Notwithstanding anything to the contrary contained herein, the Contractor shall prepare route maps based on the Curbside Route and, at a minimum, train collection employees before allowing such employee to perform Automated Cart Collection activities in the Town and before the Contractor permits an employee to begin work in the Town.

E. The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside the Town any incompetent or discourteous employee when ordered to do so by the Director of Public Works. The Contractor shall not again employ, on work within the Town any employee dismissed or transferred under the foregoing provisions without the written consent of the Director of Public Works.



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

12. PERMITS AND LICENSES. The Contractor shall obtain and pay for all licenses and permits necessary for collecting, transporting and marketing Recyclable Materials and/or collecting, and transporting of Solid Waste.

13. INDEMNIFICATION. The Contractor acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all acts of employees, subcontractors and agents hereunder, and agrees that Contractor will, to the extent of its liability under this Agreement and according to Applicable Law, indemnify, and hold harmless the Town and its officers, boards, employees, agents and officials, and any owners or occupants of any Residential Unit, Eligible Four Family Dwelling Unit, multifamily complex, multifamily unit, property management companies and their employees, landlords and tenants from and against any and all loss, damage, cost, charge, expense and claim, including, without limitation, claims for property damage and personal injury which may be made against it or them or to which it or they may be subject to the extent caused by any act, action, neglect, omission or default on the part of the Contractor or any of its agents, subcontractors and employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses. If the Town determines that any such claim is made in good faith, the Town may, applying standards of commercial reasonableness, retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses. Upon final disposition of any such claim beyond all applicable appeals, the Town shall reconcile such moneys retained from Contractor's compensation with any proceeds received by the Town from insurance awards, judgment awards or otherwise and shall return to the Contractor, any remaining balance of such moneys retained from Contractor's compensation limited to the extent necessary to fully compensate the Town resulting from any such claim.

In any event that the Town is sued or becomes subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Recyclable Material and Solid Waste, full restitution will be made to the Town for all expenses, reasonable fees, fines or other costs or charges incurred.

14. LIQUIDATED DAMAGES. In addition to all of its other rights and remedies under the Agreement, at law or in equity, the Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform the specified obligations described in this Agreement for collection and transportation of the Town's Solid Waste and Recyclable Material prior to the occurrence of a Contractor Event of Default as specified below in Paragraph 20.A. and in the amounts specified in the attached **Exhibit J**. The Contractor acknowledges and agrees that the liquidated damages provided herein and as specified in the attached Exhibit J are not penalties but represent a fair measure of damages which will be sustained by the Town in the event the Contractor defaults on any of the following specified obligations.



The Town shall have the right to withhold the amount of Liquidated Damages assessed by it in good faith from any payment owed to the Contractor as a credit or set-off of such amount provided that the Town has given Contractor written notice of the failure to perform and the amount of liquidated damages being withheld.

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

15. INSURANCE. The Contractor shall carry and continuously maintain until completion of this Agreement, insurance as specified below and in such form as shall protect the work covered by this Agreement, and the Town and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Agreement. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Agreement.

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

- (A) For liability for bodily injury, including accidental death:
 - \$1,000,000 for any one person and
 - \$1,000,000 on account of one occurrence and/or combined single limit and
 - \$5,000,000 annual aggregate limit

- (B) For liability for property damage:
 - \$2,000,000 on account of anyone occurrence and/or combined single limit and
 - \$5,000,000 annual aggregate limit
 - Extraterritorial clause shall be included.

- (i) Workmen's Compensation Insurance:
 - as required by the General Laws of the Commonwealth of Massachusetts.



- (ii) Bodily injury premise-operation, Contractor's protective and completed operations public liability insurance naming the Town as an additional insured:
 - in the amounts required in 15. (A) above.

- (iii) Property damage premises-operations, Contractor's protective and completed operations public liability insurance naming the Town as an additional insured:
 - in the amounts required in 15. (B) above.

- (iv) Bodily injury liability insurance covering the operation of all motor vehicles owned by the Contractor and vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work under this Agreement naming the Town as an additional insured:
 - in the amounts required in 15. (A) above.

- (v) Property damage liability insurance covering the operation of all motor vehicles owned by the Contractor and vehicles not owned by the Contractor while such vehicles are being operated in connection with prosecution of the work under this Agreement naming the Town as an additional insured:
 - in the amounts required in 15. (B) above.

- (vi) Contractual liability insurance covering the liability assumed by the Contractor:
 - in the amounts required under 15. (A) and (B) above.

- (vii) Pollution Legal Liability and Contractor's Operations and Professional Services Environmental Insurance naming the Town as an additional insured:
 - in the amounts required in 15. (B) above.

- (viii) Owner's protective insurance secured by the Contractor on behalf of the Town, naming the Town as an additional insured, which will directly protect the Town and/or its employees, agents and officers from liability for bodily injuries, including accident death:
 - in the amounts required in 15. (A) above and

- (ix) For Property Damage naming the Town as an additional insured:
 - in the amounts required in 15. (B) above.

- (x) Commercial Umbrella Liability naming the Town as an additional insured:
 - \$5,000,000 Products and Completed Operations
 - \$5,000,000 on account of one occurrence and/or combined single limit and
 - \$5,000,000 annual aggregate limit

All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or



amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of Work contemplated by this Agreement. The certificate of insurance shall be delivered to the Town at least fifty (50) days prior to January 1 of each year that this Agreement is in force and effect. Failure to provide insurance requirements shall be cause to terminate this Agreement.

All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized to conduct business in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverage's so required. The Town shall be named as an additionally insured party on all policies issued hereunder. Certificates of Insurance are attached hereto as **Exhibit K**.

16. FORCE MAJEURE.

A. Delays and Remedies

If any event of Force Majeure occurs which, through no fault of the Contractor, delays or will delay performance required by this Agreement, which event was: (i) beyond control of the Contractor, its agents, employees and subcontractors, and (ii) could not have been prevented or avoided by the exercise of due care, foresight, or due diligence on the part of the Contractor, its agents, employees and subcontractors, the Contractor shall immediately notify the Town of the delay, in writing, and in such writing the Contractor shall explain, in reasonable detail, the cause of the delay and the steps or measures intended to be taken to prevent or minimize the delay, including a timetable by which the Contractor intends to implement such steps or measures. The Contractor shall implement such steps or measures as are approved by the Town to avoid or minimize any delay. Nothing in this Section 16 shall excuse any noncompliance by the Contractor with the provisions of this Agreement, nor shall the Town's failure to approve any measures or steps relieve the Contractor of its responsibilities under the Agreement.

B. Extension of Remedy

If the Contractor notifies the Town of the occurrence of an event of Force Majeure which delays or will delay performance of the Work under this Agreement, and if the Contractor otherwise complies with the requirements of this Section, Paragraph A above, and if the Town determines in its sole discretion, applying standards of good faith and commercial reasonableness, that the delay has been or will be caused by circumstances beyond the control and without the fault of the Contractor, its agents, employees and subcontractors, and cannot or could not have been overcome by the exercise of due diligence, due care or foresight, the Town shall extend the time for performance hereunder for a period of time equal to the length of the delay.



C. Cost Increases

Unanticipated or increased costs or expenses associated with the implementation of the actions required under this Agreement through an event of Force Majeure or changed financial circumstances shall not, for the performance of the actions required by this Agreement, be considered beyond the control and without the fault of the Contractor.

D. Labor Strikes

If delays are caused by a strike or other labor unrest of the Contractors' employees, the Contractor shall diligently and in good faith take all action necessary in order for to resume operations including seeking to obtain temporary restraining orders, preliminary or permanent injunctions needed to resume operation. The Contractor shall during any such period keep the Town Manager and the Director of Public Works duly notified of all such actions and shall allow the Town to participate and intervene in all such actions, if the Town so desires, but this right of the Town shall not create any obligation of the Town to participate or intervene, and nor shall any participation or intervention relieve Contractor of its obligations under this Paragraph.

Notwithstanding the foregoing, in the event of nonperformance of the Contractor due to labor disputes exceeding a period of five (5) working days, the Town shall have the right, but not the obligation, to temporarily procure services of other contractors until such time as such labor dispute is resolved and the Contractor resumes the regular schedule.

E. Inclement Weather

Ordinary snow and rain shall not be considered a Force Majeure event causing delay in performance of the Work of any type in accordance with the provisions of this Agreement. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, hurricanes and the like and then only with prior approval of the Director of Public Works.

17. PREVAILING WAGES. Contractor shall pay wages in accordance with the attached Prevailing Wage Rates applicable to its performance of the Work under this Agreement currently in effect and attached hereto as **Exhibit L** with an Issue Date of October 2, 2013 as determined by the Massachusetts Executive Office of Labor and Workforce Development, Division of Occupational Safety as will be adjusted from time to time. The Contractor also hereby warrants and represents that it is fully aware of and is in strict compliance with the provisions of G.L. c. 149, §§ 27F and Contractor shall continue such compliance throughout the Term hereof. The Contractor shall be responsible to ensure that it pays all wages at Prevailing Wage Rates applicable to its performance of the Work under this Agreement.

The Contractor shall provide the Town, no later than the last day of each month unless such day is a Holiday, Saturday or Sunday and in such case, on the immediately preceding day when the Town conducts its normal business, with certified weekly payroll



information for all of Contractor's employees working in the Town including, without limitation, drivers, laborers, day laborers and temporary laborers.

18. PERFORMANCE BOND. The Contractor shall furnish for the Term of this Agreement a performance bond in a form and with a surety company approved by the Town and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all Contractor's obligations under this Agreement in performance of the Work, and making full payment, at applicable Prevailing Wage Rates, for all labor performed or furnished in performance of the Work. The penal sum of the bond shall be twelve months of the total amount of the Agreement sum for the particular year as set forth pursuant to this Agreement. The bond shall be delivered to the Town at least sixty (60) days prior to January 1 of each year that this Agreement is in force and effect. Failure to provide performance bond requirements shall be cause to terminate this Agreement. The Performance Bond is attached hereto as **Exhibit M**.

19. ASSIGNMENT. The Contractor shall not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town Manager, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town Manager, which consent shall not unreasonably be withheld, and any such attempted assignment without such written consent shall be void.

Events deemed an assignment include, without limitation: (i) Contractor's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) Contractor's takeover or merger, outright purchase, majority stock purchase by another, by or with any unaffiliated organization or entity for which Contractor does maintain a controlling equity interest, or other change in ownership or status of the Contractor; (iii) any assignment for the benefit of creditors; (iv) any other assignment not approved in advance in writing by the Town. In addition to any other rights and remedies available to the Town under this Agreement at law or in equity, the Town may, at its sole discretion, terminate this Agreement and all pertinent contractual conditions contained herein affected in favor of the Town.

Notwithstanding the foregoing, the Contractor may enter into institutional financing transactions resulting in the collateral assignment of this Agreement to such institution in the ordinary course pursuant to which the Contractor is the primary or guarantor obligor and which assignment shall be with the prior written consent of the Town which consent shall not unreasonably be withheld.

Failure of any subcontractor to perform the Work pursuant to the terms hereunder shall not relieve the Contractor of its obligation to fulfill the terms and conditions of this Agreement as set forth herein.



20. EVENTS OF AND REMEDIES FOR DEFAULT.

A. Contractor Events of Default:

- i. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Agreement; or Contractor's negligence or incompetence in performance of the Work, or any part thereof; or failure to perform the Work to the reasonable satisfaction of the Town; or failure to comply with the direction of the Town or its agents as required in this Agreement and the continuance of such failure(s) for seven (7) days after written notice thereof from the Town to the Contractor; provided, however, that if such default is not susceptible to cure within such seven (7) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the Town, such period of seven (7) days shall be extended to a period of time necessary to cure such default with all due diligence, but in no event shall such period exceed a total of sixty (60) days.
- ii. The Contractor becomes insolvent, in any manner such insolvency may be evidenced, or Contractor makes an assignment for the benefit of creditors; or Contractor is adjudicated bankrupt; or admits in writing its inability generally to pay its debts as they become due.
- iii. A trustee, custodian or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within ninety (90) days.
- iv. Any proceedings involving the Contractor are commenced by or against the Contractor under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.
- v. Any representation or warranty made by the Contractor is not true in any material respect as of the date of the issuance or making thereof as contained in this Agreement or any other document or instrument executed in connection herewith.
- vi. The death, dissolution or termination of existence of the Contractor.
- vii. Unless consented to in accordance with the provisions of Section 19 above, the takeover or merger; outright purchase of a majority equity



interest of Contractor by another, unaffiliated organization or entity for which Contractor does not maintain a controlling equity interest, or other change in executive management of the Contractor without the prior written consent of the Town Manager.

B. Town Events of Default.

Subject to the provisions of Paragraph 3.D. above, failure of the Town to pay any sums due the Contractor hereunder within thirty (30) days after receiving an invoice for payments due to the Contractor, and the continuance of such failure for fifteen (15) days after written notice thereof from the Contractor to the Town; provided, however, that if the Town notifies the Contractor of a dispute as to any sums pursuant to Section 3 of this Agreement, no Event of Default shall occur based upon non-payment of the disputed amount (provided the undisputed balance is timely paid according to the provisions hereof) until a final determination of the correct amount pursuant to the provision of said Section 3 and the failure of the Town to pay such correct amount within thirty (30) days after receiving the statement next submitted to the Town after such determination.

C. Remedies for Contractor Events of Default.

If at any time during the Term of this Agreement the Town reasonably determines that a Contractor Event of Default has occurred then, in addition to and not in derogation of any other right or remedy available to it under this Agreement, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law) the Town may, at its election at any time after the expiration of the notice and cure periods contained in Paragraph 19.A., terminate this Agreement by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur to the Town any additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date. Notwithstanding the foregoing, the Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from any Contractor Events of Default or such breach regardless of its knowledge or authorization of the actions resulting in any Contractor Events of Default or breach and such amounts shall be deducted from the aforementioned compensation due to the Contractor for completed prior to the termination date. Further, after termination of this Agreement pursuant to the provisions of this Paragraph 19.C., the Town may have such service performed by others and the Contractor agrees to accept liability for all costs to the Town in excess of the Agreement price set forth on the Pricing Schedule attached as Exhibit F for the remaining portion of the Term of the Agreement.

At any time following any Contractor Events of Default, the Town may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Town, including attorneys' fees and expenses, in curing a Contractor default shall be paid by the Contractor to the Town on demand, together with interest



thereon at the rate as may be determined by the Town using standards of commercial reasonableness.

D. Remedies for Town Events of Default.

Subject to Paragraph 3.D. above, upon any Town Event of Default and after expiration of all notice and cure periods contained in Paragraph 20.B., the Contractor may, in addition to and not in derogation of the right to sue the Town for such sums actually due hereunder (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), terminate this Agreement upon written notice thereof to the Town. In no event shall the Town be liable for any indirect, special or consequential damages.

21. Intentionally Deleted.

22. INSPECTION AND REPORTS.

A. General.

The Contractor shall be required to keep accurate weights of collected materials. The Contractor shall submit to the Director of Public Works, on a monthly basis (attached to invoice), accurate weigh slips, with a summary report for Solid Waste and Recyclable Material, showing the quantity (in tons) of materials collected.

The Town shall have the right at any time, upon reasonable notice, to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town so long as such entrance is confined to Contractor's normal business hours and does not materially interfere with Contractor's business activities. Whenever requested, the Contractor shall promptly furnish the Town full and complete written reports of operations under this Agreement in such detail and with such information as the Town may reasonably request.

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

In addition, at the discretion of the Town, the Contractor may be subjected to periodic weigh-ins of materials on Massachusetts certified scales within a ten (10) mile radius of the Town of Plymouth. The Director of Public Works will select the time and place for weigh-ins. The Town will pay any direct cost incurred for the use of the scales associated with such weigh-in. The Contractor will incur all other costs of the weigh-ins.



B. End of Route Reporting.

All service requests for Curbside Pickup reported to the Contractor before any associated collection vehicle has left the Town shall be responded to on the same day unless otherwise mutually agreed to by the Director of Public Works and the Contractor's Managing Agent. After responding to any such service request, the Contractor's Managing Agent or the collection vehicle operator must report, in writing, on a service request/complaint form designed by the Contractor and approved by the Director of Public Works, no later than the following collection day to the Director of Public Works.

The Contractor shall maintain daily logs regarding pick up exceptions, damaged Automated Carts, any non-compliance matters arising under this Agreement and any issues relating to the trash and recycling route prescribed hereunder, including, without limitation, the time, date, and address of any incident. If any collection vehicle is unable to perform collections at any address in Town for any reason, or is delayed in completing its collection route for any reason, the Contractor's Managing Agent or the collection vehicle operators must notify the Director of Public Works immediately of the difficulty. Said Managing Agent shall make whatever arrangements are necessary at the Contractor's sole expense to ensure that all portions of that day's collection route are complete on the scheduled day for collection. Daily logs are to be submitted electronically to the Director of Public Works prior to the close of each month unless otherwise directed.

C. Audit.

The Town may request of the Contractor an audit, at a time selected by the Director of Public Works or the Town Manager in their sole and reasonable discretion of the entire collection route, including the Curbside Pickup Route to ensure that the Contractor's collections vehicle operators are only collecting from Residential Subscribers. The database of Residential Subscribers and other pickup locations shall be maintained by the Director of Public Works and given to the Contractor monthly. The Contractor shall discontinue service at identified addresses who become Residential Non-Subscribers.

D. Compliance with Directions.

The Contractor shall cooperate with the Director of Public Works regarding routing, order of collections, type and care of vehicles and equipment and performance of the Municipal Collection Program.

E. Complaints and Individual Collections.

The Contractor shall make any collections in individual cases arising out of complaints by Residential Subscribers. The Contractor shall assure that collections are made in accordance with the provisions of this Agreement. The Contractor shall also review complaints on a daily basis and make immediate collection as required hereunder this Agreement.



Upon determination by the director of Public Works, the Contractor shall also have a so-called "chase" vehicle that will inspect and follow each collection route daily to better assure quality control.

The Contractor shall cooperate with enforcement procedures between the Town and Residential Subscribers regarding, without limitation, the Municipal Collection Program, appropriate set out of Residential Carts and other participation requirements.

F. Materials from Other Sources.

The Contractor shall not use collection vehicles employed under this Agreement for Curbside Pickup to pick up Solid Waste or Recyclable Material from any Residential Non-Subscriber or any other source outside of the Residential Subscribers or commingle in its collection vehicles and prior to transport to the Disposal Facility or any alternate facility, such other Solid Waste or Recyclable Material with Solid Waste or Recyclable Material collected on behalf of the Town in full performance of the Work. Additionally, Contractor covenants that it shall not commingle in its collection vehicles and prior to transport to the Disposal Facility or any alternate facility, Solid Waste or Recyclable Material or any other material collected under this Agreement from any source other than from a Residential Subscriber without the prior written consent of the Town which consent may be withheld in its sole discretion. Commingling the Residential Subscriber Solid Waste and/or Recyclable Material or any other materials in its collection vehicle and prior to transport to the Disposal Facility or any alternate facility, with that from other sources shall be deemed a material breach of this Agreement entitling the Town to terminate this Agreement in addition to all of its other available remedies at law and in equity. This Section 22.F. shall also be subject to the provisions of Section 6.A. above.

23. CHANGES IN THIS AGREEMENT. The Contractor shall do the Work in the manner set forth in this Agreement, except that the Town, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the Work or the furnishing of extra trucks or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time. If requested by the Town, the Contractor will amend this Agreement to include up to five (5) additional days so that this Agreement expires on the last day of the week. All such changes in the Work shall be subject to an equitable adjustment in the price. Contractor shall not be required to conform to any requested change in the Work until the Town and the Contractor have agreed in writing to the adjustment in price which shall be effected as a change order to this Agreement. Notwithstanding the foregoing, changes in the level of residential subscription shall not be considered a change in the Work allowing an equitable adjustment in price except as otherwise expressly set forth in the attached Pricing Schedule.

24. SUCCESSORS AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.



25. SUBCONTRACTORS. The Contractor and its subcontractors, if any, shall be mutually bound by the terms of this Agreement to the extent that the provisions of this Agreement apply to the work of any of Contractor's subcontractors. The subcontractor shall assume toward the Contractor all obligations and responsibilities the Contractor, under this Agreement, assumes toward the Town. The Town shall have the benefit of all rights, remedies and redress against Contractor's subcontractors that the Town, under this Agreement, has against the Contractor insofar as applicable to this Agreement. Where a provision of Contractor's contract with its subcontractors is inconsistent with a provision of this Agreement, this Agreement shall govern.

26. COMPLIANCE WITH LAWS. This Agreement shall be considered to incorporate by reference all applicable federal, state and local laws and rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of Solid Waste and Recyclable Material as though such provisions were set forth in full therein. The Contractor covenants that it shall keep fully informed of all federal, state and local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the Work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered in this Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and shall cause all agents, employees and subcontractors to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Town, its officers, agents, boards and employees, and the owners and occupants of any Residential Unit, Eligible Four Family Dwelling Unit, multifamily complex, multifamily unit, property management companies and their employees, landlords and tenants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the Contractor.

27. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, or by confirmed facsimile transmission to the Parties at the addresses set forth below or furnished from time to time in writing hereafter by one Party to the other Party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service as follows:



If to the Town: Town Manager
Town of Plymouth
Town Hall
11 Lincoln Street
Plymouth, Massachusetts 02360
Fax: 508-830-4062

And The Director of Public Works
Town of Plymouth
Town Hall
11 Lincoln Street
Plymouth, Massachusetts 02360
Fax: 508-830-4165

With Copy to: Kopelman and Paige, P.C.
101 Arch Street
Boston, Massachusetts 02110
Attn: John W. Giorgio, Esquire
Fax: 617-654-1735

If to the
Contractor: ABC Disposal Services, Inc.
1245 Shawmut Avenue
New Bedford, Massachusetts 02745
Attn: Michael Camara
Fax: _____

With Copy to: Mackie Shea O'Brien, PC
420 Boylston Street, Suite 504
Boston, Massachusetts 02116
Attn: Thomas A. Mackie, Esquire
Fax: 617-266-5237

28. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions or obligations of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions have never been contained herein, and the remainder of this Agreement shall remain in full force and effect, unless the deletion of such provision would result in such a material change so as to deprive either party of the intended benefits of the Agreement.

29. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.



30. NON-DISCRIMINATION. The Contractor shall not discriminate against any customer, employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

31. NON-COLLUSION, PAYMENT OF TAXES. By signing this Agreement, the Contractor certifies that under penalties of perjury, the Contractor has filed all State tax returns and has paid all State taxes required under law. The Contractor certifies under the penalties of perjury that its proposal 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.

32. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

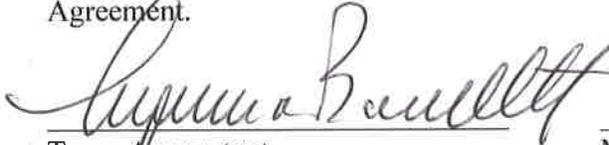
[Signatures Appear on Following Page]

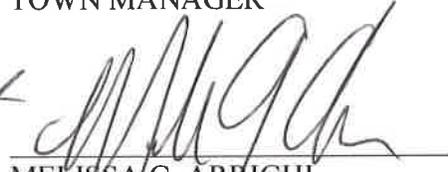


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this Agreement.

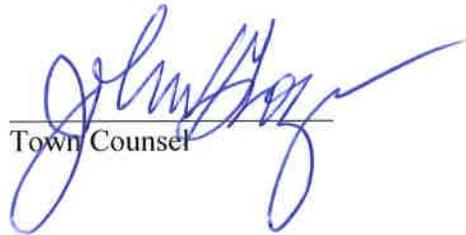
TOWN OF PLYMOUTH
TOWN MANAGER

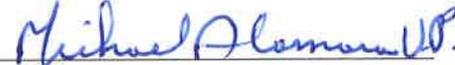

Town Accountant


MELISSA G. ARRIGHI

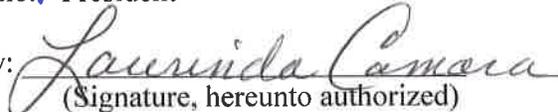
Approved as to Form:

CONTRACTOR:
ABC DISPOSAL SERVICE, INC., A
MASSACHUSETTS CORPORATION


Town Counsel

By: 
(Signature, hereunto authorized)
Name: MICHAEL A. CAMERA

Title: President

By: 
(Signature, hereunto authorized)

Name: LAURINDA CAMERA

Title: Treasurer

Table of Exhibits:

- Exhibit A: Eligible Four Family Dwelling Units
- Exhibit B: Historic District
- Exhibit C: Contractor's Proposal
- Exhibit D: Town's RFP
- Exhibit E: Pricing Schedule
- Exhibit F: Reserved
- Exhibit G: Residential Subscribers
- Exhibit H: Non-Warranty Bill of Sale
- Exhibit I: List of Road Restrictions/Limitations
- Exhibit J: Liquidated Damages
- Exhibit K: Certificates of Insurance
- Exhibit L: Prevailing Wage Rates
- Exhibit M: Performance Bond

482277v7/PLYM/0108



Exhibit A

Eligible Four Family Dwelling Units

EXHIBIT A

TOWN OF PLYMOUTH AGREEMENT FOR CURBSIDE COLLECTION OF REFUSE AND RECYCLABLES

ELIGIBLE FOUR FAMILY DWELLING UNITS

Parcel Id	Location
017-000-071B-000	15 ALLERTON ST
013-000-019-000	56 ALLERTON ST
007-000-019-000	10 -12 CASTLE ST
005-000-067B-000	21 CHERRY ST
005-000-059-000Z	47 CHERRY ST
017-000-137-000	13 CHILTON ST
017-000-106-000	14 CHILTON ST
017-000-105C-000	8 CHILTON ST
017-000-051-000	2 CLYFTON ST
005-000-049N-000	17 23 CORDAGE TERR
005-000-049B-000	22 24 CORDAGE TERR
005-000-049C-002	32 -38 CORDAGE TERR
005-000-049L-000	33 -39 CORDAGE TERR
005-000-049K-000	41 47 CORDAGE TERR
005-000-049J-000	49 -55 CORDAGE TERR
004-000-049I-000	57 61 CORDAGE TERR
004-000-049H-000	65 67 CORDAGE TERR
014-000-056-000	131 COURT ST

Parcel Id	Location
011-000-039-000	218 COURT ST
009-000-055-000	280 COURT ST
005-000-101C-000	312 COURT ST
001-000-016-000	397 COURT ST
014-000-019A-000	10 CUSHMAN ST
014-000-021-000	6 CUSHMAN ST
001-000-010A-000	27 - 33 FOREST AV
001-000-010D-000	28 FOREST AV
002-000-008-000	101 - 107 FOREST AV EXT
002-000-007C-000	109 -115 FOREST AV EXT
002-000-006-000	117 FOREST AV EXT
001-000-042-000	10 FOREST AVE CT
012-000-013-040	6 GRANT ST
009-000-045-000	24 HAMILTON ST
020-000-086A-000	18 LEYDEN ST
020-000-095-000	21 LEYDEN ST
022-000-136-000	45 MAYFLOWER ST
001-000-008K-000	37 N SPOONER ST
018-000-000R-006A	2 4 NEWFIELD ST
001-000-008S-000	16 -22 PARK RD
001-000-008Q-000	17 -23 PARK RD
001-000-008R-000	25 -31 PARK RD
014-000-063A-000	3 PHOENIX CT

Parcel Id	Location
014-000-060B-000	6 PHOENIX CT
019-000-212-000	17 PLEASANT ST
019-000-181-000	33 -35 PLEASANT ST
019-000-179-000	45 PLEASANT ST
006-000-020-000Z	31 PRINCE ST
016-000-129A-000	37 RUSSELL ST
022-000-109-000	105 SANDWICH ST
034-000-022B-000	248 SANDWICH ST
020-000-169-000	74 SANDWICH ST
005-000-091-000	11 SAVERYS LN
005-000-092B-000	7 SAVERYS LN
014-000-068-014	6 7 SAWYER PL
014-000-068-013	8 9 SAWYER PL
001-000-008N-000	17 -23 SEAVIEW ST
001-000-008O-000	25 -31 SEAVIEW ST
001-000-008M-000	9 -15 SEAVIEW ST
022-000-176-000Z	1 2 SO GREEN ST
002-000-002D-000	46 52 SPOONER ST
001-000-008B-000	78 -84 SPOONER ST
001-000-008D-000	94 100 SPOONER ST
022-000-134-000	3 STAFFORD ST
005-000-011A-000Z	194 STANDISH AV

Parcel Id	Location
076-000-042A-000	475 STATE RD
048-049-298-000	796 STATE RD
016-000-081-000	133 SUMMER ST
019-000-132-000	34 SUMMER ST
007-000-013-000	2 SUOSSO LN
037-000-005A-000	80 WARREN AV
020-000-189-000	2 -4 WATERCURE ST
007-000-024-000	285 COURT ST
005-000-083-003	296 COURT ST
017-000-143-000	37 COURT ST
017-000-061-000	42 -44 COURT ST
017-000-141B-000	43 COURT ST
017-000-117-000	63 COURT ST
017-000-012-000	6 SAMOSET ST
022-000-105-000	117 SANDWICH ST

Exhibit B
Historic District

EXHIBIT B

TOWN OF PLYMOUTH
AGREEMENT FOR
CURBSIDE COLLECTION OF
REFUSE AND RECYCLABLES

HISTORIC DISTRICT



Historic District 2010



Department of Planning
and Development

Exhibit C

Contractor's Proposal

JB-Review

4/2/12

Request for Proposals

Curbside Collection of Refuse and
Recyclables # RFP 21201

**Town of Plymouth
Massachusetts**

**TECHNICAL PROPOSAL
March 27, 2012**

Submitted by:

abc *Disposal
Service
Inc...*

**1245 Shawmut Ave
New Bedford Massachusetts 02745
1-800-310-9111
www.abcdisposal.com**

COPY



Containerized Solid Waste Removal
Compactor Sales and Service
Recycling Services

March 27, 2012

Pamela D. Hagler
Procurement Officer
Town of Plymouth
11 Lincoln St
Plymouth, MA 02362

Dear Pamela,

At ABC Disposal Service, Inc. our goal is to provide our customers, in this case the residents of the Town of Plymouth, with the highest quality of service. As a family owned and operated company that has been in the solid waste transportation business for over 40 years our philosophy has been to consistently provide each of our customers with the best service. We are constantly reminding all of our employees that the secret to our success has been the quality service that we provide. Our belief is that, to just complete our routes is not enough, it is more important that they be completed to the customer's satisfaction.

We have reviewed the bid documents and have developed a proposal that we feel is in the best interest of the Town of Plymouth.

I have read and understand all the conditions as outlined in the RFP, and all information contained in our proposal is factual and accurate to the best of my knowledge.

We look forward to a long and successful relationship,

Sincerely

A handwritten signature in black ink, appearing to read 'Michael Camara', is written over a horizontal line.

Michael Camara
Vice President / General Manager

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1

Technical Operations Plan

ABC Disposal Service, Inc. (ABC) is the largest independently family owned and operated solid waste and recycling collection company in Southern Massachusetts and Rhode Island. We currently operate over 75 collection routes per day, servicing over 45,000 residential customers and over 10,000 commercial and industrial customers. ABC supplies solid waste and recycling services to Residential, Commercial, Industrial, Institutional and Construction customers. ABC is an S Corporate entity, incorporated in Massachusetts and has been in business in its current form since 1981. The Camara family has been in the Solid Waste collection business since 1967. ABC has not filed bankruptcy actions at any time during its incorporation. The Camara Family also owns and operates New Bedford Waste Services, LLC (NBWS). NBWS operates 3 Transfer / Recycling facilities in Southeastern Massachusetts, combined they are permitted to handle 3,000 tons/day of construction and demolition materials as well as MSW. All construction and demolition materials are processed and recycled. We currently recycle over 70% of our incoming materials. We also own and operated Global Odor Control Technologies, a company specializing in industrial / commercial deodorizing systems, Fats/Oils and Grease Remediation and Hydrogen Sulfide elimination in waste water systems.

The staffing and daily operations for this project will be handled by our Operations Team, Kenneth Camara VP of Residential Operations, Jerry Dugan, Jr. Operations Manager and Dan Balboni Sales and Marketing Manager. Together they have over 20 years experience in managing municipal solid waste and recycling contracts. They have managed collections in the Cities of Auburn, Brockton, Braintree, Canton, Taunton, Newton, Quincy and New Bedford. The Towns of Acushnet, Bellingham, Dedham, East Bridgewater, Falmouth, Framingham, Holden, Rochester, Randolph, Seekonk, Somerset, Swansea, Sharon, Southbridge, Mattapoissett, Marshfield, Natick, Norwell, Milton, Wareham, West Boylston, and Weymouth Massachusetts. They have also managed these communities in Rhode Island, the cities of Providence RI, Cranston RI, Newport RI, and Woonsocket RI, and the Towns of Middletown RI, Tiverton RI, Johnston, and the Town of North Kingston.

They will have overall responsibility for the operations, marketing, employees and vehicles to be utilized for this contract. They have a current support staff of 2 field supervisors (Mark Oliver and Steve Bonanca) and they are dedicated to our Residential collection business. An additional field supervisor will be added to the team if ABC is the successful contractor.

At the start of each day, once all employees have reported to the facility, Mark and Steve greet and begin our daily safety briefings to all employees. These safety briefings are focused on specific topics of the season (i.e. weather conditions, school schedules, traffic alerts, etc.) Then they are assigned the daily routes. Each employee is issued any equipment needed to safely perform their assigned duties. All employees are assigned gloves, safety vests or high visibility garments, hard hats, and protective safety glasses. All employees are required to wear approved uniforms and safety work boots. A daily route assignment report is completed and distributed to all department heads and our dispatch center. If needed, Mark and Steve will utilize drivers from our pool of spare drivers to ensure that every collection route has adequate coverage.

The drivers are assigned their collection vehicle, and begin a "pre- trip" inspection of that vehicle. A Federal Department of Transportation (DOT) Driver Vehicle Inspection Report (DVIR) is completed. Any issues with the vehicle are noted and if needed, that vehicle is repaired PRIOR to the start of their route. No vehicles are authorized to leave the ABC facility unless they meet federal safety guidelines. ABC currently has the highest safety rating issued by the Federal Department of Transportation (DOT). Our Federal DOT Number is 503949

Our residential field supervisors are in the service area throughout the day, each collection and support vehicle is equipped with a Nextel communication system and an ITRAK GPS vehicle tracking system, all have direct contact to the dispatchers, field supervisors and company management. All service issues are communicated to the dispatcher and communicated to the field team for immediate resolution. If our collection crews experience any unacceptable materials on route they will contact the field supervisor. The supervisor will review the situation, tag/ sticker the material outlining the reason it was unacceptable, contact the Town of Plymouth if the issue cannot be resolved for guidance. Minor infractions will be directly addressed with the resident. We will make available a Nextel radio to the town DPW department for direct communications with the company field supervisor. ABC will gather information daily from our collection crews on any service issues, missed pickups or unacceptable waste material. This information will be available to the Town of Plymouth.

At the end of each driver's assigned route, that driver will contact their field supervisor PRIOR to leaving an area to check to see if there are any missed collections called in or issues to be resolved. Once the collection routes are complete and the driver is cleared by the supervisor, the collection vehicles will proceed to the disposal facility. From the disposal facility the collection vehicle will return to the ABC maintenance facility and a "post trip" vehicle inspection will occur. Utilizing the same documentation as the 'pre-trip" inspection, the drivers will assure the vehicle is not in need of any repairs. If repairs are needed ABC has a 2nd shift maintenance staff to repair any vehicle to assure adequate equipment is ready for the next day's workload. If a route vehicle cannot be repaired, ABC has an adequate amount of spare collection vehicles. All collection vehicles are washed and deodorized on a regular schedule to assure a clean and professional image. Currently ABC has 114 total collection vehicles. ABC's maintenance department consists of 17 highly trained and ASE certified technicians. The Maintenance department has a full time maintenance manager, parts and procurement department, weld / fabricating shop and road call department.

Our Drivers and Laborers complete a company orientation program prior to their first day in the field. This orientation program reviews all company policies and procedures. There is also intensive safety training monthly. ABC covers all required training annually. All drivers and safety sensitive employees (laborers and maintenance personal) are drug tested prior to employment and also randomly tested through a 3rd party testing program.

Our current office staff consists of 14 administration employees and 3 full time dispatchers. Each one is highly trained and knowledgeable to assist our customers. Prior to the start of the contract, all personal including the collection crews will review the contract with our management staff to assure everyone involved understands the contract obligations. Our phone system trunks over many lines so that calls to our office are quickly responded to. Separate lines are used for all outgoing calls. ABC will track all incoming residential calls from the residents of Plymouth daily. A report of these calls detailing the reason and resolution of any issue can be forwarded to the appropriate town officials. ABC will also meet regularly with town personal to discuss any open issues.

ABC Disposal Service Facilities are located @

Main Office- Corporate Offices

1245 Shawmut Ave
New Bedford Massachusetts 02746

Maintenance / Operations Facility

1136 Shawmut Ave
New Bedford, Massachusetts 02745

Fabrication Facility

994-998 Nash Road
New Bedford, Massachusetts 02748

Satellite Operations Facility

36 William Way
Bellingham, Massachusetts

ABC Disposal of Martha's Vineyard

95 State Rd
Vineyard Haven, Massachusetts

New Bedford Waste Services Facilities are located @

New Bedford Waste Services – New Bedford

1245 Shawmut Ave
New Bedford, Massachusetts

- Permitted to handle 1500 tons/day

New Bedford Waste Services – Rochester

48 Cranberry Highway
West Wareham, Massachusetts

- Permitted to handle 890 tons/day

New Bedford Waste Services – Sandwich

295 Service Rd
Sandwich, Massachusetts

- Permitted to handle 625 tons/day

ABC is in good standings with the following disposal and recycling facilities:

COVANTA/SEMASS – Rochester, Braintree, Holliston
New Bedford Waste Transfer Station – New Bedford
Allied Waste – Fall River Landfill
Bourne Landfill (Integrated Solid Waste Management Department)
Rhode Island Resource Recovery Corp (RIRRC)

BFI Recyclery - Brockton
WM – Recycle America – Avon
AW Martin Recycling Facility– New Bedford
United Paper Company – Pawtucket RI
Miller Recycling - Mansfield

ABC's sister company, New Bedford Waste Services LLC, has permitted capacity of 3,000 tons per day. If for any reason, the Town of Plymouth experiences any difficulty with their current disposal situation, ABC will offer the optional use of the transfer station at a negotiated rate. This will assure that the Town of Plymouth will have options to dispose of their trash daily in the event of any unforeseen situations. New Bedford Waste Service would be willing to meet to discuss long term disposal options once your current disposal agreement expires.

ABC Disposal is also working hard with the local utilities to develop a CNG (Compresses Natural Gas) fueling station at our vehicle yard. Although this will take time to complete, it is our long term goal to convert our residential fleet to CNG "clean burning" vehicles. Plymouth could be one of the first communities in the State of Massachusetts to be utilizing "Clean Vehicles" for the collection of MSW and recycling.

ABC Disposal is a privately owned company and financial statements are not available at this time.

ABC Disposal is currently using the services of

Comerica Bank
500 Woodward
Detroit MI, 48226
Contact – Michael Schmidt
313-222-2869

2

CURRENT REFERENCES AND EXPERIENCE

City of New Bedford ** *Reference letter attached*

ABC has serviced the community since 2003. The current population is approximately 93,780 with 24,000 residential units.

Services provided

Weekly Solid Waste Collection, ✓

Weekly Recycling Collection, ✓

Yard Waste Collection (Weekly April – Dec) ✓

Bulky Waste Collection ✓

White Good Collection – scheduled by appointment

Contact information: Lawrence Worden – Commissioner
Department of Public Works
133 William Street
New Bedford Massachusetts 02740
(508) 979-1520

City of Seekonk ** *Reference letter attached*

ABC has serviced the community since 2002. The current population is approximately 13,500 with 4600 residential units.

Services provided

Weekly Solid Waste Collection,

Weekly Recycling Collection,

Bulky Waste Collection – scheduled by appointment

White Good Collection – scheduled by appointment

Contact information: Robert Lamoureux - Superintendent
Department of Public Works
871 Taunton Ave
Seekonk, Massachusetts 02771
(508) 336-7407

City of Fairhaven *** Reference letter attached*

ABC has serviced the community since 1987. The current population is approximately 16,200 with 5500 residential units.

Services provided

Weekly Solid Waste Collection,

Weekly Recycling Collection,

Yard Waste Collection (8 weeks)

Bulky Waste Collection – annual city wide collection

White Good Collection – annual city wide collection

Contact information: Solid Waste Services
Vincent Furtado
Department of Public Works
5 Arsene Street
Fairhaven, Massachusetts 02719
(508) 979-4030

Contact information: Recycling Services
Patricia Fowle
Board of Health Department
41 Center Street
Fairhaven, Massachusetts 02719
(508) 979-4022

City of Mattapoisett / Rochester *** Reference letter attached*

ABC has serviced these communities since 1989. The combined current population is approximately 10,000 with 4800 residential units.

Services provided

Weekly Solid Waste Collection,

Weekly Recycling Collection,

Contact information: Dale Barrows – Health Agent
City Offices
Taunton, Massachusetts 02739
(508) 758-4112 ext 8



DEPARTMENT OF PUBLIC FACILITIES

LAWRENCE D. WORDEN
COMMISSIONER

CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

March 22, 2012

To Whom It May Concern,

This letter of reference is being submitted on the behalf of ABC Disposal. The City of New Bedford is currently in our 9th year of service with ABC Disposal for the collection of the City's Solid Waste, Recyclables, Yard Waste, and Bulky Items. In those nine years, we have had the pleasure of working closely with the Camara family and their employees on all aspects related to the collection and disposal of the City's waste.

ABC Disposal has gone above and beyond all expectations that the City had expected. The services that have been provided under the contract have always been done so professionally, efficiently, and on schedule. A full time Residential Manager, Mark Oliver, has been assigned to provide oversight on all of the operations provided to the City on a daily basis. Any and all complaints that may be received are responded to immediately and courteously at his level. ABC Disposal has consistently been responsive to the needs of the City at any hour seven days a week.

I would not hesitate to provide a recommendation on their behalf and if you have any additional questions, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Lawrence D. Worden".

Lawrence D. Worden, Commissioner
Department of Public Facilities



TOWN OF SEEKONK
PUBLIC WORKS DEPARTMENT

March 6, 2012

To Whom It May Concern:

ABC Disposal has been providing the Town of Seekonk with curbside collection of trash and recyclables for the past 10 years. I have personally worked with ABC Disposal for the past 7 years and can offer the following.

ABC Disposal has provided Seekonk with timely and dependable service. They have been quick to respond to the needs and concerns of the residents as well as the Town. They have provided a Route Supervisor who is knowledgeable and responsive to our request. Also, the Route Supervisor is readily available, quick to respond and expeditiously resolves any issues.

We are currently in the third year of a five year contract extension and are more than satisfied with their services. We have regular lines of communication with the route supervisor as well as dispatch and their administrative team.

We recommend their services to any community who is searching for a reliable company.

Sincerely,

Robert Lamoureux, Superintendent

*Town of Fairhaven
Board of Public Works*

*5 Arsene Street
Fairhaven, Massachusetts 02719
TEL. 508-979-4030
FAX. 508-979-4086
bpw@fairhaven-ma.gov*



March 23, 2012

Town of Plymouth
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Re: ABC Disposal Service

To Whom It May Concern:

ABC Disposal Service has been the Town of Fairhaven's Solid Waste Contractor since 1991.

Customer service has always been a priority for ABC. The Board of Public Works has never had any issues with any of their employees. We often receive compliments from the residents regarding them being helpful and courteous.

We would highly recommend them to your Town for any service they may provide you.

Sincerely,
FAIRHAVEN BOARD OF PUBLIC WORKS

Geoffrey A. Haworth, II
Chairman

GAH/kat



Town of Mattapoisett
Board of Health

16 Main Street
Mattapoisett, Massachusetts 02739

March 26, 2012

To whom it may concern:

ABC Disposal has been providing Town of Mattapoisett with curbside collection and recyclables for over 20 years.

ABC Disposal has provided Mattapoisett with timely and dependable service. They have been quick to respond to the needs and concerns of the residents as well as the Town. They have provided a Route Supervisor who is knowledgeable and responsive to our requests. Also, the Route Supervisor is readily available, quick to respond and expeditiously resolves any issues.

Over the 20 years we have been more than satisfied with ABC Disposal Services Inc. We recommend their services to any community who is searching for a reliable company.

Sincerely,

Dale Barrows

Director of Public Health

Town of Mattapoisett Board of Health

Municipalities Serviced

City of New Bedford, Massachusetts - Contract

Town of Fairhaven, Massachusetts - Contract

Town of Seekonk, Massachusetts - Contract

Town of Rochester, Massachusetts - Contract

Town of Mattapoisett, Massachusetts - Contract

Town of Wareham, Massachusetts – Private Subscription Services

Town of Westport, Massachusetts – **Private Subscription Services

Town of Lakeville, Massachusetts – **Private Subscription Services

Town of Dartmouth, Massachusetts – Private Subscription Services

Town of Carver – Private Subscription Services

Town of Norton – Private Subscription Services

Town of Rehoboth – Private Subscription Services

Town of Plymouth – Private Subscription Services

** These communities are serviced utilizing Automated Side Loaders with 64 gal carts for MSW and 96 gal carts for single stream recycling

3

ABC DISPOSAL SERVICE INC.

Scope of Services, Clarifications, Disclaimers and Proposal Explanations

ABC Disposal would like to outline some of our assumptions and general information we based our proposal on.

EQUIPMENT-

- ABC Disposal plans on purchasing 7 new Automated Side Loader (ASL) vehicles and one supervisor support vehicle for the contract:
- 6- 37 yd Labrie Automated Side Loaders on Mack LE chassis, ✓
 - 1-17yd Labrie Automated Side Loader on a 6 wheel chassis ✓
 - 1- Supervisor pickup with a dump body ✓

The type of automated collection vehicles will be the type with a side arm attachment (see attached photo of one of our vehicles). Through our experience, these types of collection vehicles are a better fit for the lay-out for the Town of Plymouth. These vehicles are shorter in overall length than the front loader type and when they are dumping the carts, the arm completely enters the body and does not extend any higher than the total height of the vehicle. The front loader type of collection vehicle for residential services will extend over the height of the vehicle which may get caught up in overhead wires and the carts are loaded into a open container attached to the front of the vehicle which on windy days has a tendency to have the materials blow out and litter the road way. We will also purchase a smaller 6 wheel ASL to handle all the smaller roadways within the town. Our supervisor vehicle will have the ability to service both trash and recycling materials without mixing.

NUMBER OF UNITS,

ABC based the number of units to be serviced @ 15,000, in the event the participation increases, ABC would be willing to negotiate a per unit price for a substantial number of additional units.

FUEL RATE,

ABC Disposal has based their fuel expense based on the current March 19th 2012 eia.gov New England cost of diesel of \$4.25 per gallon. ABC Disposal is willing to use this rate as a based point if awarded the contract following the calculation formula outlined in the RFP. We have attached the current rate. We also have a concern with the amount of fuel in the calculations. We feel that the 2700 gallons per month may be low. If awarded the collection contract, we would like to possibly revisit this amount. This would benefit both the town when prices come down and also help with the risk to the hauler.

MANUAL COLLECTION RFP

Our Manual Collection proposals do not include the cost of any containers supplied to the residents. We also feel that the manual collection option would not decrease the volumes of MSW. Our experience has shown a 20% +/- decrease in the amount of MSW collected when a municipality converts to the cart system utilizing the smaller 64 gallon cart for MSW and the larger 96 gallon cart for single stream recycling.

HARD TO MANAGE WASTE TRANSFER

Our proposal for the tonnage at the transfer station is based on 2400 tons annually. If successful in the selection process, we can reduce that expense from the proposal and invoice on an actual per ton basis. We also plan on purchasing a backhoe loader to assist in the daily operations of the station. It is our understanding that the town owns the scale which will remain in place and the successful contractor will be responsible to calibrate the scale annually. Due to the fact that the proposed term of the contract could be up to 10 years, ABC would need to discuss any large capital expense to the scale and physical permanent structures at the transfer station.

Jerry Dugan

From: EIA_elists@eia.gov
Sent: Monday, March 19, 2012 3:14 PM
To: diesel-wireless@mail.eia.gov
Subject: \$Mar19

US=\$4.142
EastCst=\$4.184
NewEng=\$4.259
CenAtl=\$4.269
LwrAtl=\$4.106
Midwst=\$4.040
GulfCst=\$4.053
RkyMt=\$4.119
WCst=\$4.431
CA=\$4.481

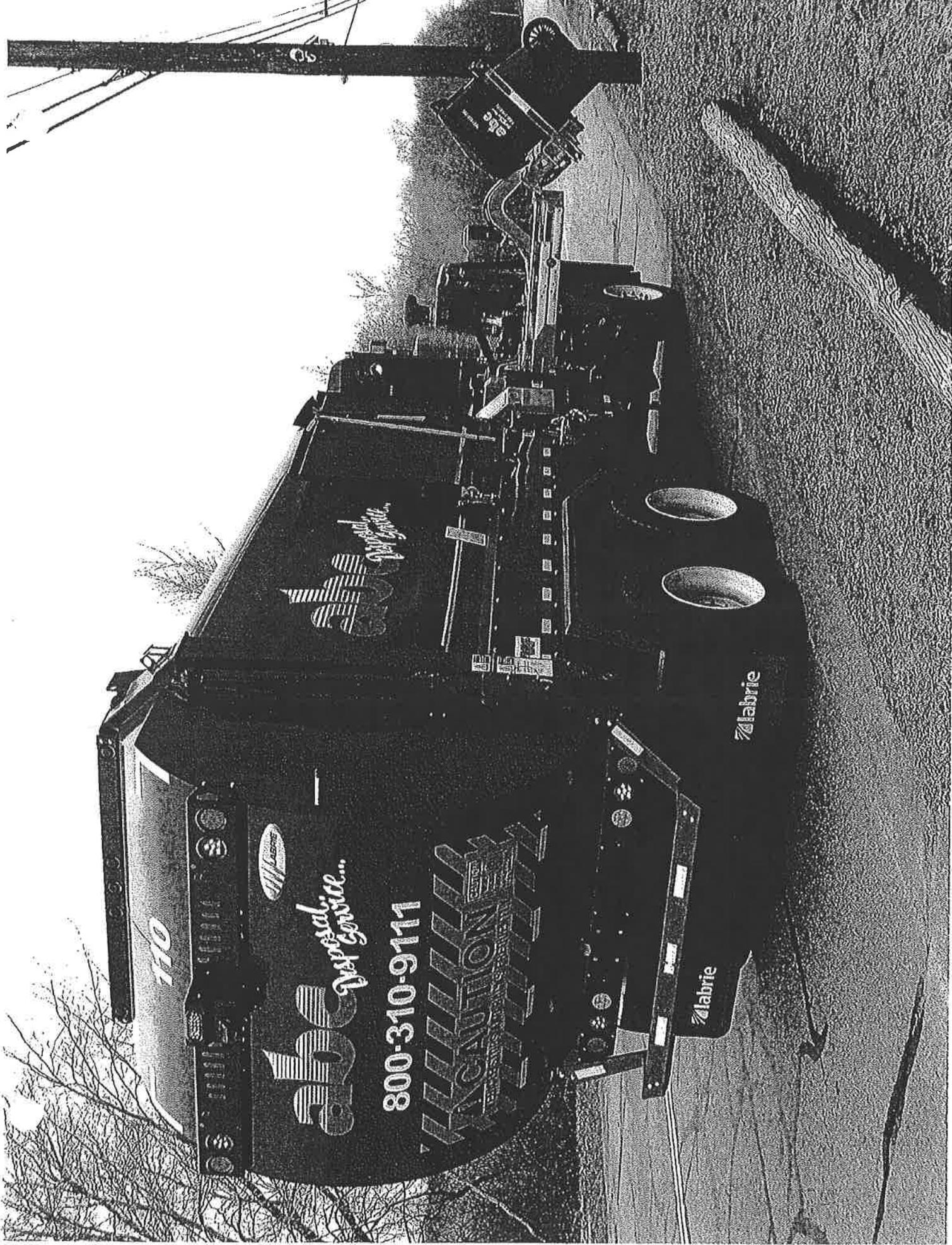
4



NEW BEDFORD, MA
USDOT 503839

WATERBURY
MA

abc



170

abc
Paper Service...

800-310-9111

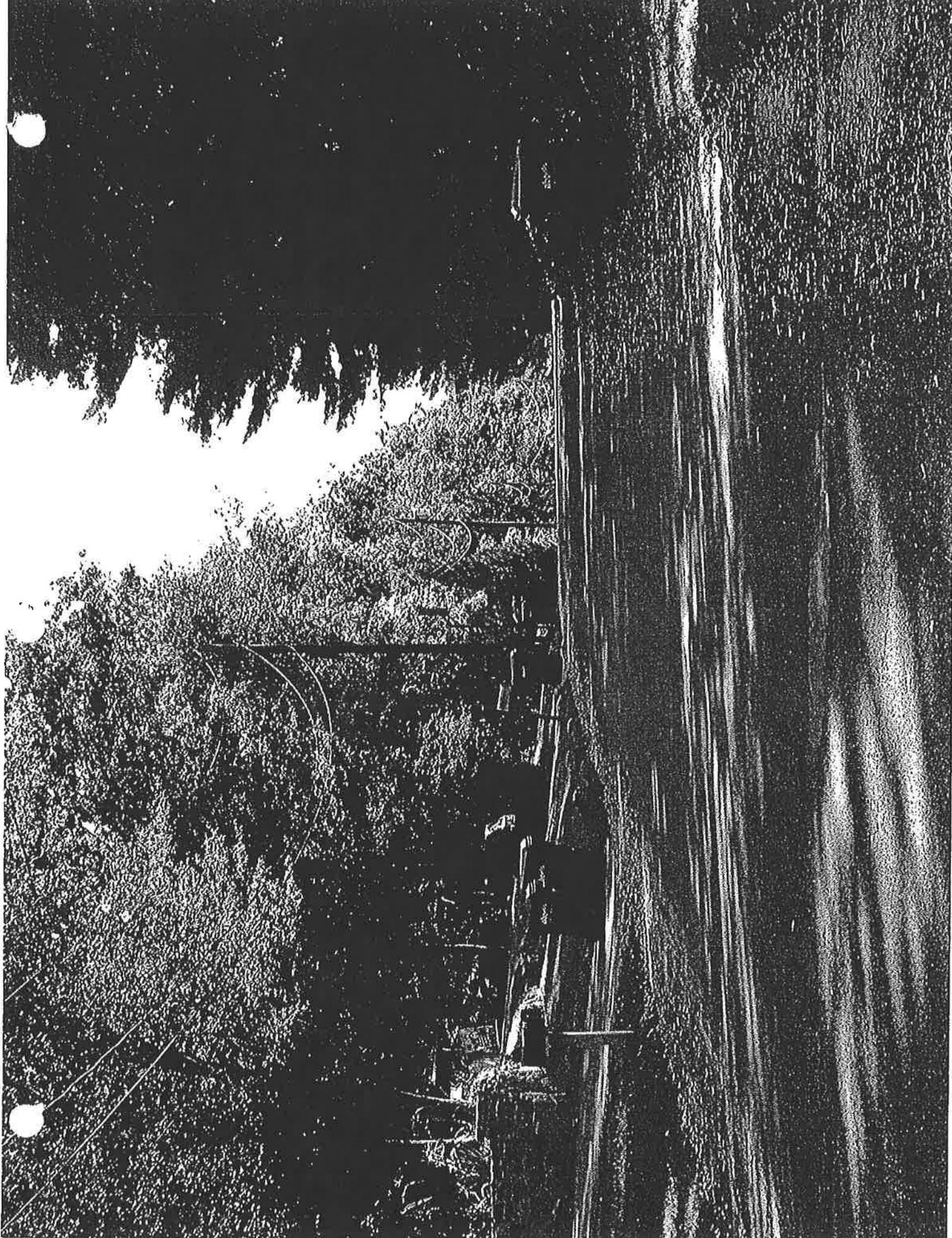
CAUTION

abc
Paper Service...

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ABC
Paper Service
800-310-9111



TOWN OF PLYMOUTH - TEIR PRICING

ABC Disposal Service

Aug-12

Curbside Trash and Single Stream Recycling

UNITS	TOTAL ANNUALLY	Combined Total per unit/Yr	Additional PR / Marketing	REVISED TOTAL	ANNUAL RATE
10000	\$1,406,387.73	\$140.64	\$25,000.00	\$1,431,387.73	\$143.14
12000	\$1,640,163.35	\$136.68	\$25,000.00	\$1,665,163.35	\$138.76
15000	\$2,009,411.63	\$133.96	\$25,000.00	\$2,034,411.63	\$135.63
18000	\$2,379,239.11	\$132.18	\$25,000.00	\$2,404,239.11	\$133.57

ABC Base Bid

Exhibit D

Town's RFP

TOWN OF PLYMOUTH
PROCUREMENT DIVISION
11 LINCOLN STREET
PLYMOUTH, MASSACHUSETTS 02360

RFP 21201, CURBSIDE COLLECTION OF REFUSE AND RECYCLABLES

Issued: February 13, 2012
Pre-Proposal: March 1, 2012
Due: March 27, 2012, at 4:00 p.m.

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

February 22, 2012

REQUEST FOR PROPOSALS 21201

INVITATION

Proposals are requested by the Town for the curbside collection of refuse and recyclables.

A non-mandatory Pre-Proposal Briefing Session will be held to discuss any questions or comments at 3:00 p.m., March 1, 2012 at Town Hall, 11 Lincoln Street, Plymouth, MA 02360.

The Request for Proposals may be examined at, or obtained from, the following:

Procurement Division
ATTN: Procurement Officer
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Copies may be obtained upon payment of \$25.00 for each set. Any unsuccessful proposer or non-proposer, upon returning such set within the time specified in the Request for Proposals and in good condition will be refunded his payment.

Request for Proposals will be mailed to prospective proposers upon request and receipt of a separate check in the amount of \$5.00 to cover handling and mailing fees. This amount is not refundable.

Both checks shall be made payable to the Town of Plymouth.

Proposals are to be submitted by 4:00 p.m., Thursday, March 27, 2012. Postmarks will not be considered. Applicants must submit separate non-price (technical) and price proposals. One (1) original unbound and six (6) copies of a non-price proposal must be submitted in a sealed envelope indicating the applicant's name and address and clearly marked in the lower left hand corner:

Curbside Collection
Non-Price Proposal 21201

Two (2) copies of the price proposal must be submitted in a sealed envelope that indicates the applicant's name and address and clearly marked in the lower left hand corner:

Curbside Collection
Price Proposal 21201

All proposals must be submitted as described above upon forms furnished by the Procurement Office. Proposals submitted on any other form will not be accepted as valid.

Per Massachusetts General Laws, Chapter 30B, §1(b)(30), a contract for the collection, transportation, receipt, processing, or disposal of solid waste, recyclable or compostable materials, is exempt from the public bid laws of the Commonwealth of Massachusetts. As such, the Town reserves the right to offer contracts to other than the lowest applicant and to negotiate contract prices with any applicant. The Town also reserves the right to reject any and all proposals if it is in their interest, and to cancel this procurement at any time. The Town of Plymouth is utilizing this format so that all proposals can be reviewed on an equal footing and so that a direct comparison can be made between all proposals.

GENERAL CONDITIONS

1. The successful applicant shall comply with all applicable federal, state and local laws and regulations.
2. Purchases made on behalf of or by the Town are exempt from taxes and proposal prices must not exclude any taxes. Tax exemption certificates will be furnished upon request.
3. Verbal orders are not binding on the Town and work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
4. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities may be rejected. More than one proposal from the same applicant will not be considered, except as described herein.
5. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals, and to take other actions as may be deemed to be in the best interests of the Town.

CONTRACT PERIOD

The contract period shall be for the period September 1, 2012, through August 31, 2020. At the sole option of the Town this agreement may be extended for the period September 1, 2020, through August 31, 2021, and September 1, 2021, through August 31, 2022. The contract shall be subject to the availability and appropriation of funds. If the Town does not appropriate sufficient funds to support the continuation of the contract in any contract year, the Town shall cancel the contract.

RULE FOR AWARD

The contract will be awarded to the applicant offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

BACKGROUND

The Town currently operates three transfer station facilities for residential drop off of MSW and recyclables. These are the South Street, Cedarville, and Manomet Transfer Stations. Each of these facilities is located upon site assigned land. The Town also subcontracts operations of a hard to manage waste facility located on one of the site assigned parcels of land (adjacent to the Manomet Transfer Station). Upon implementation of a curbside collection contract, the Town desires to close two of the three transfer stations. The remaining transfer station will remain open for residents and operated by the Town.

OBJECTIVES

Proposals are to be made for several types of collections:

- Weekly curbside collection of solid waste (automated or semi-automated) from residential subscribers and transportation to disposal facility.
- Bi-weekly curbside collection of single stream recyclables (automated or semi-automated) from residential subscribers, and transportation and processing. Alternatively, dual stream recycling proposals will be considered if more advantageous to the Town.
- Collection, transportation and disposal/processing of solid waste and recyclables from schools.
- Alternatives as described herein.

Saquish and Plymouth Long Beach:

As these areas are distinctive locations within the Town of Plymouth

due to their inaccessibility for trash collection services, these areas shall not be included as part of this Request for Proposal.

SCHEDULE

The Town of Plymouth has established the following schedule for the proposal process.

- Issue RFP - February 22, 2012
- Pre-Proposal Briefing Session - March 1, 2012
- Receive - Proposals March 27, 2012
- Board of Selectmen Review of Proposals - To Be Announced
- Contract Approval - To Be Announced
- Begin Solid Waste and Recycling Collection Program - September 1, 2012

Article 1. Overview

1.01 Description of Contract

The Contractor shall provide the Town of Plymouth with curbside municipal solid waste, and recyclable material collection, transportation for disposal and/or processing services for recyclables. The Town desires a containerized collection program, with pay as you throw (PAYT) for overflow (PAYT administration by Town). The term will be for an eight (8) year period issued in one year contracts; commencing September 1, 2012 and ending August 31, 2020, subject to annual appropriation with options for up to two additional annual renewals.

1.02 Community Profile

The Town of Plymouth is a suburban community with a population of approximately 59,000 people living in approximately 18,500 households. There are currently approximately 400 miles of road in the Town of Plymouth, which occupies approximately 103 square miles. A list of one way streets, gravel roads, and weight restrictions are included in Appendix A.

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

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

Article 2. Definitions

ACCEPTABLE WASTE - Municipal solid waste. However, in no event shall Acceptable Waste include Unacceptable Waste.

AGENT - The agent of the Town Manager of Plymouth duly appointed by the Town Manager.

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

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

BUNDLE - Items securely tied together forming an easily handled package not to exceed four (4) feet in length or 40 pounds in weight.

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

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

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

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

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

DIRECTOR OF PUBLIC WORKS - The Director of Plymouth Public Works or designee.

DISPOSAL FACILITY - The facility known as Covanta Energy - SEMASS, Rochester MA, or any duly permitted disposal facility approved by the Town.

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

HOUSEHOLD - The single residential unit within a single or multi-

family complex up to and including four (4) dwelling units.

METAL - All scrap metals excluding curbside container recyclables.

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

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

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

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

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

RESIDENTIAL UNIT - A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four (4) families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. An apartment or condominium structure whether of single or multi-level construction, consisting of four (4) or less contiguous or separate single-family dwelling units and bordering an accepted street, private street, or street that was planned for future acceptance by the Town, shall be treated as a residential unit.

RESIDENTIAL SUBSCRIBERS - Each residential unit that has paid the Town's solid waste fee.

RESIDENTIAL NON-SUBSCRIBERS - A residential unit that has opted out of the Municipal Collection Program.

SCHOOLS - The schools listed in Appendix B.

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

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

TOWN - The Town of Plymouth

TOWN MANAGER - The Town Manager of Plymouth and his/her designee.

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

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

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

Article 3. Contract Terms

3.01 Recycling and Solid Waste Collection

Solid Waste Collection: The Contractor shall provide for the collection of municipal solid waste from all residential subscribers, inclusive of eligible multi-families, housing authority facilities, and schools within the Town of Plymouth, in compliance with all applicable State and Local laws, regulations and waste bans.

The solid waste collection Contractor shall not pick up as part of the residential solid wastestream the following:

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

Collection shall be by either automated or semi-automated means, with support RFID equipment to record the address and weight of each recycling and refuse container. Vehicles shall also be equipped with cameras and recording equipment to monitor each residential load collected.

Recyclable Materials Collection: The Contractor shall provide for the

collection of recyclable materials from all residential subscribers, inclusive of eligible multi-families, housing authority facilities, and schools within the Town of Plymouth, in compliance with all applicable State and Local laws, regulations and waste bans.

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

- Newspapers and advertisement inserts, magazines, catalogues
- Telephone books, paperback books, and books (hard cover removed)
- Junk mail and envelopes (all types)
- Paper of all color, staples and paperclips may be attached
- Brown paper bags
- Paperboard, such as cereal and shoeboxes
- Corrugated cardboard
- Glass bottles and jars of all colors
- Plastic bottles and containers marked #1-#7
- Aluminum, such as cans, foil and trays
- Metal: steel, tin, and empty aerosol cans, and lids
- Aseptic Containers: coated-paper milk and juice cartons and drink boxes

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

Contractor is requested to propose for collection for disposal (trash) and processing (recyclables) for trash and recycling dumpsters and carts servicing schools. (See Appendix B).

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

3.02 Solid Waste Disposal

The Contractor shall transport to and unload all solid waste collected under this contract at the Covanta Energy - SEMASS Disposal Facility in Rochester, Massachusetts; or other facility of equal or similar distance (+10 miles) as designated by the Town.

3.03 Recyclable Materials Processing

The Contractor shall transport to and unload all recyclables collected under this contract for the duration of this contract to a processing facility as determined in Article 7.01. The Contractor shall receive title to all recyclable material upon its collection. The Town shall not be considered the generator for any purpose. The Contractor shall be responsible for the marketing of all recyclable materials collected pursuant to this contract.

3.04 Containers

The Contractor shall provide each eligible residence a 65-gallon container for automated/semi-automated collection of refuse collection and a 96-gallon container for automated/semi-automated collection of recyclables. Said containers are to become the property of the Town at the end of the contract period. As an option the Town may reduce

the 96 gallon recyclable container to 65 gallon container for some residents. A list will be provided after selection of the contractor and before contract signing.

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

The Contractor will be responsible for the cost of purchase, assembly, delivery, and maintenance of the container at the request of the Town Official regardless of cause of the damage for the duration of the contract.

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

Each recycling and refuse container shall contain the Town Seal and labeled MSW or Recycling.

Each recycling and refuse container shall contain RFID chip technology capable of recording and transmitting address and weight information to the Town as described in Article 3.01. The weight information between refuse and recycling shall be separate for each resident.

Contractors shall base their bids on 18,500 households, and the final pricing will be negotiated based on the actual number of households subscribing and before finalizing the Contract Agreement.

Article 4. General Information

4.01 Start Date

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

4.02 Collection Route

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

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

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

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

4.03 Communication with Residents

Communication with residents during the life of the Contract, should there be changes in the route, schedule, or collection of materials made at the request of the Contractor, shall be distributed by the Contractor in the form of written information to all residents indicating the changes at the Contractors sole expense. All material must be approved by the Town.

4.04 School Collection

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

The Contractor agrees to make collections from each of the schools at the frequency specified in Appendix B. This schedule shall not be changed without the prior written consent of the Director of Public Works or designee. Failure of the Contractor to maintain said collection schedule will be considered breach and default of this Contract and grounds for immediate termination of the Contract.

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

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

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

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

Any refuse or recyclable materials within a four-foot radius shall be considered refuse to be collected.

The Contractor will take adequate precautions to protect all property (buildings, shrubs, lawn, pavement, vehicles, or other items or areas that are within school boundaries) from any damage and will be

responsible for any such damage caused as a result of this service.

4.05 Holiday Collection

When a scheduled collection day falls on a holiday, there shall be no collection on that day. Collection for those days and all remaining days of the week shall occur one day late. The holiday schedule shall be published by the Contractor in literature distributed annually as described in Section 4.10. The Contractor shall be responsible for advertising the change in schedule one week prior to the holiday in the Old Colony Memorial.

4.06 Inclement Weather

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

4.07 Equipment

General:

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

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

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

If Contractor cannot complete work within the timeframes allowed in the Contract, the Town shall have the power to order the Contractor to increase the number of vehicles. If upon receipt of such order, the Contractor fails to comply with such order within ninety (90) days, such failure shall constitute a breach of the Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of one hundred (\$100.00) dollars for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Town, but not placed in service by the Contractor.

Back Up Equipment:

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

Vehicle Condition, Maintenance & Repair:

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

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

Vehicle Appearance & Signage:

All collection vehicles and equipment shall be in accordance with all applicable laws, rules and regulations, including, without limitation, the Massachusetts Motor Vehicles Code. The Contractor 's name, telephone number, vehicle number, and the Town of Plymouth shall be visibly displayed on both sides of all collection vehicles in letters and figures not less than three inches (3") high.

Licenses & Registration:

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

Environment and Safety:

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

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

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

4.08 Care of Citizens' and Municipal Property

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

carts to be thrown or allowed to roll out into the street.

The Contractor shall repair or replace the damaged or destroyed carts.

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

4.09 Daily Contact and Managing Agent

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

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

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

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

4.10 Outreach Sponsorship

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

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

All of the above must be approved by the Town of Plymouth Department

of Public Works prior to implementation. All published materials for this contract shall contain the 24-Hour Hotline information.

The Contractor will also sponsor annual education and outreach efforts for program participation and recycling, such as; participating in community events; or educational presentations by a professional at Senior Centers, Library and elementary schools during each year of the contract; or assistance in funding for outreach or technical assistance. The Contractor shall assume participation in 3 events annually.

4.11 Meeting Between Contractor and Town

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

4.12 Inspection and Reports

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

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

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

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

4.13 End of Route Reporting

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

The Contractor shall maintain daily logs regarding pick up exceptions, damaged carts, non-compliance and any issues relating to the trash and

recycling route. This includes time, date, and address of incident. If any collection vehicle is unable to perform collections at any addresses for any reason, or is delayed in completing their collection route for any reason, the Managing Agent or the drivers must notify Plymouth DPW immediately of the difficulty. The Managing Agent shall make whatever arrangements are necessary at the Contractor's sole expense to ensure that all portions of that day's collection route are picked up on the scheduled day for collection. Daily logs are to be submitted electronically to the Town.

4.14 Audit

The Contractor may be requested to conduct an audit at a time selected of the entire collection route to ensure that the drivers are only collecting from households within the curbside program. The database of eligible customers will be kept by the DPW and given to Contractor monthly. The Contractor shall discontinue service at identified addresses (of those who are nonsubscribers).

4.15 Complying with Directions

The Contractor shall comply with any and all directions that may from time to time be given by the Director or designee regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town may deem advisable for the improvement of the solid waste or recyclable materials collection.

4.16 Complaints and Individual Collections

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

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

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

4.17 Materials from Other Sources

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

4.18 Contaminated Materials

It is the Contractor's responsibility to ensure that recyclable materials collected at curbside are not contaminated. If recyclable materials delivered to the processing facility are determined, by the processing facility's representative, to be contaminated, the collection Contractor shall be responsible for all costs associated with disposal.

The Contractor shall be entitled to dispose, at the Contractor's sole expense, any individual load of recyclable material not acceptable to the secondary market due to contamination, provided that the Contractor shall notify the Town of the dates, disposal sites and tonnage of unacceptable recyclable material.

4.19 Hazardous Materials

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

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

4.20 Ownership of Recyclable Materials

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

4.21 Employees

The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside the Town of Plymouth any incompetent or discourteous employee when ordered to do so by the Director of Public Works or designee. The Contractor shall not again employ, on work within the Town of Plymouth, any employee dismissed or transferred under the foregoing provisions without the consent of the Director of Public Works or designee.

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

4.22 New Employees

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

4.23 Recycling Incentive Program

The Town may choose to implement a recycling incentive program such as Recycle Bank during the contract period. The Town will provide sufficient notice to Contractor. The Town and the Contractor shall negotiate an equitable adjustment to the contract prior to the implementation of such program.

Article 5. Collection

5.01 General

Contractor shall collect from all subscribed residents utilizing properly set out containers and any overflow that is in Town approved

PAYT bags (or other Town approved PAYT mechanism).

5.02 Collection Points

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

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

5.03 Collection Frequency

Solid Waste

The Contractor shall collect from all approved addresses once a week. The Contractor shall collect from Schools as per Appendix B. ***The Contractor shall not collect solid waste from addresses that have not subscribed to the Town program.***

Recyclable Materials

The Contractor shall collect from all approved addresses bi-weekly. The Contractor shall collect from Schools as per Appendix B. ***The Contractor shall not collect recyclables from addresses that have not subscribed to the Town program.***

5.04 Collection Schedule

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

All areas on the waterfront and the Historic District shall be collected on the mornings of Tuesday, Wednesday, or Thursday. In the event of a holiday coinciding with the scheduled pick-up, the pick-up shall be on the next scheduled business day.

The waterfront area shall include:

Warren Avenue: Between the intersection with Sandwich Street and the intersection with Rocky Hill Road.

Sandwich Street: Between the intersection with Warren Avenue and the intersection with Water Street.

Water Street: Between the intersection with Sandwich Street and the intersection with Nelson Street.

The Historic District is defined in Appendix C.

5.05 Collection Times

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

5.06 Routing Schedule

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

5.07 Missed Pickups

The Contractor shall be required to return for all missed pickups

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

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

5.08 Non-collection Notices

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

5.09 Improperly Prepared Materials

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

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

5.10 Items Prohibited from Collection

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

5.11 Mixing Recyclable Materials with Solid Waste

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

5.12 Cleanup on Route

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

5.13 Spillage of Waste or Recyclable Materials

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

5.14 Hazardous Waste Spills

The Contractor must immediately report any spill of automotive fluids or other hazardous waste to the Plymouth Fire Dispatch Center at (508)

830-4213 and to Plymouth Public Works 508-830-4162. The Contractor must also report spills to the MA DEP in accordance with state regulations.

5.15 Accidents and Breakdowns

The Contractor shall notify the Director of Public Works or designee within fifteen (15) minutes of any accident or breakdown that will delay normal collection. The Contractor shall notify the Town within fifteen (15) minutes of any accident involving either personal injury or damage to private or public property.

5.16 Services for physically challenged residents

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

Article 6. Solid Waste Disposal

6.01 Solid Waste Disposal

The Contractor shall bring all solid waste and burnable bulk items to the Covanta Energy - SEMASS disposal facility, in Rochester, MA; or other facility of equal or similar distance (+10 miles) as designated by the Town.

6.02 Weights

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

6.03 Rejected Trash Loads

Any unacceptable waste rejected from the disposal facility for any reason shall remain the property of the Contractor and shall be disposed of at an appropriate facility at no additional cost to the Town.

Article 7. Recyclable Materials Processing

7.01 Processor Facility Location

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

7.02 Permits and Licenses

The recyclable materials processing facility, which accepts recyclable

materials collected from the Town, must be fully licensed and permitted by EPA and MA DEP, and any other federal, state, or local officials.

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

7.03 Weights

Proper weight slips from the facility, certified at a state-approved scale, must be submitted to the Town on a monthly basis.

7.04 Processing and Disposal Conditions

The Contractor guarantees that at no time during the term of this Contract shall any of the recyclable materials accepted under this Contract be incinerated or landfilled.

Article 8. Payments to Contractor & the Contract Sum

8.01 Compensation to be paid to Contractor

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

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

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

8.02 Delayed Payment and Disputes

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

During any dispute as to the amount owed, both the Town and the Contractor shall continue performing their respective obligations under the Contract.

8.03 Option to Extend Contract

The Town may choose to renegotiate to extend the term or conditions of this contract.

8.04 Fuel Cost Adjustments

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

8.05 Liquidated Damages

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

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

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

See Appendix D for a complete list of liquidated damages.

8.06 Payment Subject to Annual Appropriation

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

Article 9. Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this Contract, and the Town and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

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

- (A) For liability for bodily injury, including accidental death:
 - \$1,000,000 for any one person and
 - \$1,000,000 on account of one occurrence and
 - \$5,000,000 aggregate limit
 - (B) For liability for property damage:
 - \$2,000,000 on account of anyone occurrence and
 - \$5,000,000 aggregate limit
- Extraterritorial clause shall be included.

1. WORKER'S COMPENSATION INSURANCE:

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

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

-in the amounts required in (A) above.

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

-in the amounts required in (B) above.

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

-in the amounts required in (A) above.

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

-in the amounts required in (B) above.

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

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

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

-in the amounts required in (A) above and

8. FOR PROPERTY DAMAGE:

-in the amounts required in (B) above.

9. Pollution legal liability and contractor's operations and professional services environmental insurance.

10. All insurance policies relating to this contract are to name the Town of Plymouth as an additional insured.

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

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

Article 10. Other Conditions

10.01 Not to Assign or Subcontract

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

10.02 Performance Bond

The contractor shall furnish for the term of this Contract a 100% Performance Bond in a form approved by the Town and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all his obligations under this Contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be twelve months of the total amount of this Contract sum for the particular year as set forth in the terms of the Contract. The Contractor shall obtain and renew said performance bond annually and thirty (30) days prior to the beginning of the Contract year. The annual renewal shall be in the amount of that particular year's Contract.

10.03 Changes in the Contract

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

10.04 Contract Compliance

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

10.05 Force Majeure

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

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

In the event of nonperformance of the Contractor due to labor disputes for a period of more than five (5) working days, the Town shall have the right to temporarily procure services of other contractors until such time as the labor dispute is resolved and the Contractor resumes the regular schedule.

10.06 Termination for Improper Performance Events of and Remedies for Default

1. Contractor Events of Default

a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of

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

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

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

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

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

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

2. Town Events of Default

Failure of the town to pay any sums due the Contractor hereunder within thirty (30) days after receiving an invoice for payments due from the Contractor, and the continuance of such failure for fifteen (15) days after written notice thereof from the Contractor to the Town; provided, however, that if the Town notifies the Contractor of a dispute as to any sums pursuant to Article 8.03 of this Contract within such fifteen (15) days after written notice by the Contractor to the Town of such nonpayment, no Event of Default shall occur until a final determination of the correct amount pursuant to the provision of said Article 8.03 and the failure of the Town to pay such correct amount within thirty (30) days after receiving the statement next submitted to the Town after such determination.

3. Remedies for Contractor Events of Default

Upon any contractor Event of Default, the Town may, in addition to and not in derogation of any other right or remedy available to it

under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, the Town may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Town, including attorneys' fees and expenses, in curing a default shall be paid by the Contractor to the Town on demand, together with interest thereon at the rate provided in Article 8.03 of this Contract.

4. Remedies for Town Events of Default

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

10.07 Town's Liability

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

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

10.08 Protection Against Liability

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

In any event that the Town shall be sued or become subject to administrative action because the Contractor has failed to properly

transport, process or dispose of the Town's trash or recyclable material, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred.

10.09 Licenses and Permits

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

10.10 Laws and Regulations

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

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

10.11 Prevailing Wage Rates

In accordance with MGL, Chapter 149, Section twenty-seven (27), the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries (see Attachment 2). The Contractor shall provide the Town with certified weekly payroll information for all employees working in the Town. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the Town weekly.

10.12 Safety Training

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

Article 11. Measurement and Payment

11.1 Automated Curbside Collection of Refuse

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

11.2 Automated Curbside Recyclable Collection

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

11.3 Automated Curbside Collection of Refuse Four Families

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

11.4 Automated Curbside Recycling Collection Four Families

The lump sum price for this Item shall include the complete annual cost to furnish all labor, materials, and equipment necessary to provide bi-weekly semi-automated or automated collection of recyclable materials, transport and processing to a recycling facility at a location to be determined by the Contractor. This item shall include all four family dwelling units. Containers and services shall be provided as described in the RFP for the Collection of Refuse and Recyclables. Recycling revenue (or loss) shall be that of the Contractor, except as noted within the RFP. Payment for this Item shall be on a

monthly basis. The lump sum price for this Item will be increased annually (exclusive of fuel charges, see Appendix E).

11.5 Alternate A - Manual Collection of Refuse

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

11.6 Alternate B - Manual Curbside Recyclable Collection

The lump sum price for this Item shall include the complete annual cost to furnish all labor, materials, and equipment necessary to provide bi-weekly manual collection of recyclable materials, and transport to a recycling facility at a location to be determined by the Contractor. This item shall include all single family, two family, and three family dwelling units. Services shall be provided as described in the RFP for the Collection of Refuse and Recyclables. Recycling revenue (or loss) shall be that of the Contractor, except as noted within the RFP. Payment for this Item shall be on a monthly basis. The lump sum price for this Item will be increased annually (exclusive of fuel charges, see Appendix E).

11.7 Alternate C - Manual Collection of Refuse Four Families

The lump sum price for this Item shall include the complete annual cost to furnish all labor, materials, and equipment necessary to provide weekly manual refuse collection and transport for disposal. Disposal fees will be paid by the Town. This item shall include all four family dwelling units. Services shall be provided as described in the RFP for the Collection of Refuse and Recyclables. Payment for this Item shall be on a monthly basis. The lump sum price for this Item will be increased annually (exclusive of fuel charges, see Appendix E).

11.8 Alternate D - Manual Curbside Recyclable Collection Four Families

The lump sum price for this Item shall include the complete annual cost to furnish all labor, materials, and equipment necessary to provide bi-weekly manual collection of recyclable materials, and transport to a recycling facility at a location to be determined by the Contractor. This item shall include all four family dwelling units. Services shall be provided as described in the RFP for the Collection of Refuse and Recyclables. Recycling revenue (or loss) shall be that of the Contractor, except as noted within the RFP. Payment for this Item shall be on a monthly basis. The lump sum price for this Item will be increased annually (exclusive of fuel charges, see Appendix E).

11.9 Alternate E - Operation of Hard to Manage Waste (HMWTS) Area

The lump sum price (or credit) for this Item shall include the complete annual cost to furnish all labor, materials, and equipment necessary to operate the Town's Hard to Manage Waste (HMWTS) area. Disposal shall be paid for by the Contractor. Services shall be provided as described in Appendix F. Payment for this Item shall be on a monthly basis. The lump sum price (or credit) for this Item will be increased annually (exclusive of fuel charges, see Appendix E).

11.10 Alternate F - Refuse Collection from School Buildings

The lump sum price for this Item shall include the complete annual cost to furnish all labor, materials, and equipment necessary to provide refuse collection and transportation for disposal at the frequency described in this proposal. Disposal fees will be paid by the Town. This item shall include all Schools identified in the RFP and services shall be provided as described in the RFP for the Collection of Refuse and Recyclables. Payment for this Item shall be on a monthly basis. The monthly price for this Item will be increased annually exclusive of fuel charges, see Appendix E).

SELECTION PROCESS

Proposals are not opened publicly, however they shall be opened in the presence of at least one witness. The proposals become available to the public when the evaluation process is complete.

An evaluation team will be established by the Chief Procurement Officer, or designee, and shall be comprised of at least the Director of Public Works, the Town Manager, and the Procurement Officer. This team will review and determine if the technical proposals meet the minimum criteria and then evaluate the proposals according to the comparative evaluation criteria. After the proposals have been rated according to the comparative criteria a composite rating will be assigned to each proposal. Thereafter the Chief Procurement Officer will open the price proposals in front of one or more witnesses. The Town Manager shall make a preliminary determination of the most advantageous proposal from a responsible and responsive applicant taking into consideration price and the evaluation criteria set forth in this Request for Proposals. Town Manager may negotiate all terms of the contract including price with such applicant. If after negotiation with such applicant, the Town Manager determines that it is in the best interests of the Town, the Town Manager may determine the proposal which is the next most advantageous proposal from a responsible and responsive Applicant taking into consideration price and the evaluation criteria set forth in the Request for Proposals, and may negotiate all terms of the contract with such applicant. The Town Manager shall award the contract to the most advantageous proposal from a responsible and responsive Applicant taking into consideration price, the

evaluated criteria set forth in the Request for Proposals, and the terms of the negotiated contract.

All applicants meeting the minimum qualification may be given the opportunity to make an oral presentation and be interviewed.

EVALUATION CRITERIA

Technical proposals will be reviewed first, and price proposal second.

All non-price (technical) proposals will be evaluated based upon two sets of criteria - minimum and comparative plus an oral presentation/interview. Each proposal must address each of the points under the minimum and comparative evaluation criteria.

1. MINIMUM EVALUATION CRITERIA

Each applicant must meet all the following criteria in order to be considered for further evaluation:

1. Completeness:

Proposal response must be signed, and all requested submittals provided.

2. COMPARATIVE EVALUATION CRITERIA

The following ratings will be used to measure the relative merits of each proposal, which has met the Minimum Evaluation Criteria established above. Those proposals that do not meet the Minimum Criteria will be judged Unacceptable.

Acceptable

Advantageous

Highly advantageous

The following criteria will be used for comparative purposes:

1. Experience:

Acceptable - Applicants having a minimum of two (2) years of satisfactorily providing curbside collection of municipal solid waste.

Advantageous - Applicants having a minimum of two (2) years of satisfactorily providing curbside collection of municipal solid waste for two (2) Cities and/or Towns in the Commonwealth of Massachusetts similar in size to Plymouth's 18,500 residences over the last five (5) years; and able to demonstrate that the company is in good financial standing.

Highly Advantageous - Applicants having a minimum of two (2) years of satisfactorily providing curbside collection of municipal solid waste for three (3) or more Cities and/or Towns in the Commonwealth of Massachusetts similar in size to Plymouth's 18,500 residences over the last five (5) years; and able to demonstrate that the company is in good financial standing.

2. Automated Municipal Hauler Related Experience:

Acceptable - Applicants having successful experience in providing municipal curbside collection in the Commonwealth of Massachusetts, and an ability to demonstrate the capacity to perform automated collection shall be considered acceptable.

Advantageous - Applicants having successful experience in providing automated municipal curbside collection to two (2) Cities or Towns in the Commonwealth of Massachusetts similar in size to Plymouth over the last year shall be considered advantageous.

Highly Advantageous - Applicants having successful experience in providing automated municipal curbside collection to three (3) or more Cities or Towns in the Commonwealth of Massachusetts similar in size to Plymouth over the last two years (2) shall be considered highly advantageous.

3. Equipment and Schedule:

Acceptable - An applicant who possesses sufficient equipment, including collection vehicles, to service the needs of the Town or who will comply with the scheduling requirements of the proposed contract terms.

Advantageous - An applicant who possesses sufficient equipment, including at least 50% of the collection vehicles assigned to the Town that are not in need of repair and are less than 6 years old, to service the needs of the Town and who will comply with the scheduling requirements of the proposed contract terms.

Highly Advantageous - An applicant who possesses superior equipment, including at least 50% of the collection vehicles assigned to the Town are less than 3 years old and in excellent operating condition, to service the needs of the Town and who will comply with the scheduling requirements of the proposed contract terms.

4. References

Advantageous - An applicant who has provided references of good customer relations and customer satisfaction.

Highly Advantageous - An applicant who has provided strong references of excellent customer relations and customer satisfaction.

5. Exceptions to Contract Specifications:

Applicants that take exception to any specification that provides financial guarantees and other securities for the contract shall be deemed non-responsive.

Advantageous - Applicants that take exception to some of the services obligations not considered by the Town to be essential to a successful program.

Highly Advantageous - Applicants that take no exceptions to the RFP.

6. Quality Assurance

Customer satisfaction is our priority. Vendor must demonstrate that systems and procedures are in place or in development for implementation to assure delivery of services that consistently meets or exceeds the minimum standards as provided in this RFP and the contract. The vendor shall actively join the Town in a commitment to never ending quality improvement (e.g., activities such as process development, customer outreach periodic reports, analysis and review).

Advantageous - Applicants whose proposal provides some evidence of quality assurance but that do not provide sufficient information to demonstrate a clear commitment to quality assurance.

Highly Advantageous - Applicants whose proposal demonstrates a clear commitment to quality assurance by including

specific procedure to ensure quality of service.

7. Alternative Considerations for Benefit of Town:

The Town will consider alternative proposals to benefit the Town's solid waste needs. Considerations may include, but not limited to, add-ons to offer the most in terms of residential collection services, modifying or utilizing one of the three transfer stations and site assigned land; providing household hazardous waste days; or alternative mechanisms to accomplish the same goals represented in this RFP.

Alternative proposals are to accompany responses to this RFP.

Acceptable - Provides a level of service as required by the RFP.

Advantageous - Applicants who demonstrate an ability to provide additional services that are considered advantageous to the Town beyond those required by the RFP.

Highly Advantageous - Applicants who demonstrate an ability to provide additional services that are considered highly advantageous to the Town beyond those required by the RFP.

The applicant may provide any other information deemed relevant to the project, and which the applicant believes will further the competitiveness of the proposal, including work samples from similar completed projects. However, the proposal will be evaluated according to the minimum and comparative evaluation criteria as specified above.

REQUIRED SUBMISSIONS

One (1) unbound original and six (6) copies of the non-price proposals must include the following for evaluation purposes:

1. References
2. Experience
3. Financial statement
4. List of proposed equipment
5. Schedule of implementation
6. List of exceptions to the contract specifications
7. Proposal Bond
8. Affirmative Action Survey
9. Delegation of Authority
10. Addition information that will be beneficial in evaluating proposals.
11. A summary of alternatives considerations for the Town's benefit.

Two (2) copies of the price proposal, in a separate sealed envelope, will include the cost for services required under this Request for Proposals.

MISCELLANEOUS ARTICLES

1. Questions related to the RFP or a request for interpretation should be in writing, addressed to **Pamela D. Hagler, Procurement Officer** and faxed to 508-830-4133 or emailed to **hagler@townhall.plymouth.ma.us**. To be given consideration, technical questions must be received at least five (5) days prior to the date fixed for the opening of proposals.

2. PROPOSAL BOND: Each applicant must submit to the Town a bond for 5% of the proposal price for the first contract year as proposal security. The Proposal Bond shall be from a licensed surety company doing business in Massachusetts and shall be made payable to the "Town of Plymouth, Massachusetts". The bond shall be in a separately sealed envelope attached to the proposal. All proposals must be valid for a period of 45 days from the submittal date not including Saturdays, Sundays and Holidays.

3. The Contractor shall maintain liability and property damage insurance, including medical liability insurance, sufficient to satisfy any and all claims arising out of the service rendered under this contract including but not limited to the following:

The Contractor shall deposit with the Town evidence of such insurance upon signature of contract. All policies of insurance shall require a thirty (30) day notice of cancellation to the Town of Plymouth and the Town shall be designated as a co-insured on all such policies.

4. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

5. The successful applicant shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.

AGREEMENT (SAMPLE)

This Agreement made this the _____ Day of _____, 2012, by and between the Town of Plymouth, a municipal corporation having an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and (vendor), hereinafter referred to as CONTRACTOR.

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

1. The CONTRACTOR shall provide required services associated with the Curbside Collection of Refuse and Recyclables in accordance with and upon the terms and prices outlined in the proposal submitted by the CONTRACTOR for Request for Proposal 21201, incorporated by reference and specifically made a part of this Agreement.
2. The cost of all labor, materials, and incidental expenses needed to accomplish said work shall not exceed the prices as shown in the proposal submitted by the CONTRACTOR.
3. The terms of this agreement shall expire August 31, 2020. At the sole option of the Town this agreement may be extended for the period September 1, 2020, through August 31, 2021, and September 1 2021, through August 31, 2022. This agreement is subject to the appropriation of funds by the Town of Plymouth.
4. Nothing in the Agreement shall preclude the TOWN from purchasing said services from another vendor should the CONTRACTOR fail to provide the TOWN with the specified services herein.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.
6. In no case shall the CONTRACTOR act, hold itself out as, or permit anyone to consider it the employee of the TOWN. No agency

shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all times shall be based on the CONTRACTOR being an independent contractor.

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

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

TOWN OF PLYMOUTH, MASSACHUSETTS

By: _____

Board of Selectmen

CONTRACTOR

Firm Name

Authorized Representative

Business Address

Date

ATTACHMENT 2

COMMONWEALTH OF MASSACHUSETTS
PREVAILING WAGE RATES

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NAME OF APPLICANT

Prices must be submitted on this form table and submitted in a sealed envelope separate from the non-price (technical) proposal. Prices submitted on any other form will not be considered valid. Please return this form and the non-price proposal to:

Procurement Division
ATTN: Procurement Officer
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Technical proposals and price proposals must be received by 4:00 p.m., Thursday, March 27, 2012. Postmarks will not be considered. All offers are subject to RFP 21201.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within forty-five (45) business days from date of receipt of offers specified above, to furnish all such services described in the RFP 21201 for the following prices and that said prices will be good for one year.

THE UNDERSIGNED APPLICANT HEREBY CERTIFIES THE FOLLOWING:

Applicant has carefully read and examined all the documents herein referred to and knows and understands the terms and provisions therein.

No person in the employ of the Town of Plymouth has any pecuniary interest in this proposal or in the contract for the work which is proposed.

The Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to G.L. c.149, §44A.

THE UNDERSIGNED APPLICANT HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THE FOLLOWING:

This proposal in all respects is bonafide, fair, and made without collusion or fraud with any The Contracting Party has complied with all laws of the other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The Contracting Party has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

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

AUTOMATED COLLECTION AND DISPOSAL:

Indicate (x) Fully-Automated Collection: _____

Semi-Automated Collection: _____

Year	11.1 Automated Curbside Collection of Refuse Lump Sum	11.2 Automated Curbside Recyclable Collection Lump Sum	11.3 Automated Curbside Collection of Refuse Four Families Lump Sum	11.4 Automated Curbside Recycling Collection Four Families Lump Sum
2012 - 2013				
2013 - 2014				
2014 - 2015				
2015 - 2016				
2016 - 2017				
2017 - 2018				
2018 - 2019				
2019 - 2020				
2020 - 2021				
2021 - 2022				

PROPOSAL ALTERNATES:

Year	11.5 Alternate A - Manual Collection of Refuse Lump Sum	11.6 Alternate B - Manual Curbside Recyclable Collection Lump Sum	11.7 Alternate C - Manual Collection of Refuse Four Families Lump Sum	11.8 Alternate D - Manual Curbside Recyclable Collection Four Families Lump Sum	11.9 Alternate E - Operation of Hard to Manage Waste (HMWTS) Area Lump Sum	11.10 Alternate F Refuse Collection from School Buildings Lump Sum
2012 - 2013						
2013 - 2014						
2014 - 2015						
2015 - 2016						
2016 - 2017						
2017 - 2018						
2018 - 2019						
2019 - 2020						
2020 - 2021						
2021 - 2022						

ALTERNATIVE CONSIDERATIONS FOR THE BENEFIT OF TOWN (PROVIDE ADDITIONAL SHEETS AS NECESSARY):

The Town reserves the right to select either automated or semi-automated collection if believed to be more advantageous to the Town. The Town reserves the right to opt out of proposal at any time during the course of the Contract. The Town reserves the right to select alternates or any combination thereof, if believed to be more advantageous to the Town.

Please note any exceptions on separate contractor letterhead.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF

ADDENDA # _____ *

ADDENDA # _____ *

ADDENDA # _____ *

*To be filled in by applicant if addenda are issued.

APPLICANT _____

ADDRESS _____

COUNTY _____

PHONE _____

FAX _____

Date Offered _____

STATE OF INCORPORATION _____

TAX I.D. NUMBER _____

AUTHORIZED SIGNATURE _____

Printed Name and Title _____

AFFIRMATIVE ACTION SURVEY

Government agencies require periodic reports on the gender and ethnicity of vendors and/or contractors. Please complete information as it pertains to the principal of the company/corporation.

CHECK ONE: _____ MALE
 _____ FEMALE
 _____ SOMBA CERTIFIED

ENTER THE CODE NUMBER (see below) WHICH APPLIES:

1. White-origins in any of the original people in Europe, North Africa, or the Middle East
2. Black-origins in any of the Black racial groups of Africa
3. Hispanic-Spanish origins in Mexican, Puerto Rico, Cuba, Central or South America
4. Asian/Pacific Islander-origins in any of the original people of the Far East, Southeast Asia, Indian Subcontinent, or the Pacific Island
5. Native American-origins in any of the original peoples of North American who maintain cultural identification through tribal affiliations or community recognition
6. Cape Verdean-origins in the Cape Verde Islands

CHECK IF ANY OF THE FOLLOWING ARE APPLICABLE:

_____ VIETNAM ERA VETERAN
_____ DISABLED VETERAN
_____ DISABLED INDIVIDUAL

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the _____
(Name of Corporation)

_____ duly called and held on _____
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That _____
(Name of Individual)

the _____ of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

_____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____ DATE: _____

NOTE: This form must be completed if the contractor is a corporation.

Appendix A: List of Road Restrictions/Limitations

One Way Streets

Bradford Street	From Sandwich St. easterly to Union St.
Carver Street	From North St. to Leyden St.
Church Street	From Town Square west
Howland Street	Northeasterly from Court St. for a distance of 240 feet, one way traffic.
Howland Street	Southwesterly from Water St., two way traffic, for a distance of 509 feet.
Leyden Street	From Water St. to Main St.
Memorial Drive	From Water St. Westerly to Court St.
Middle Street	From Main St. to Carver St.
Nook Road	Northerly from Old South St. to Nook Rd., a distance of 250 feet.
North Street	From Main/Court Sts. to Water St.
No. Green Street	From Sandwich St. to Pleasant St.
Ocean View Ave.	From Standish Ave. to Liberty St.
Pleasant Street	From Robinson St. to South St.
Russell Street	From Court St. westerly to Allerton St.
Savery's Lane	From Standish Ave. easterly to Court St.
School Street	From Town Square to So. Russell St.
So. Green Street	From Pleasant St. to Sandwich St.
So. Park Avenue	From Court St. to Railroad Station
So. Russell St.	From Russell St. easterly to Court St.
Towns Street	Southeasterly from Wood St. to south St. for a distance of 280 feet.
Town Wharf Rd.	From Water St. back out to Water St., east to north to west.
Winslow Street	From North St. to Water St.

Weight Restrictions

The list of streets with Bridges that have Weight Restrictions is listed below.

1. WATER ST
2. BARTLETT RD
3. NEWFIELD ST
4. RED BROOK RD
5. TAYLOR AVE

Gravel Road

Street Name	Length, Private (ft)	Length, Public (ft)
BILLINGTON SEA ROAD	0	1230
BILLINGTON SEA ROAD	0	1068
BOAT HOUSE LANE	0	211
CENTER ROAD	0	580
CHANDLER STREET		1250
EARL ROAD	0	739
EAST RUSSELL MILLS ROAD	0	1584
FATHOM ROAD	0	910
ISABELLE STREET	0	245
JUNIPER STREET	0	625
KINGS POND PLAIN ROAD		590
LONG POND ROAD	0	1359
LONG POND ROAD	0	194
LONG POND ROAD	0	415
LONG POND ROAD	0	121
LONG POND ROAD	0	3411
LONG POND ROAD	0	1443
LONG POND ROAD	0	619
LONG POND ROAD	0	1050
LONG POND ROAD	0	1811
LONG POND ROAD	0	3592
LONG POND ROAD	0	611
LONG POND ROAD	0	885
MAST ROAD	0	10361
MILFORD STREET		1000
NATHANIEL STREET	0	251
OLD SANDWICH ROAD	0	840

Street Name	Length, Private (ft)	Length, Public (ft)
OLD SANDWICH ROAD	0	2730
OLD SANDWICH ROAD	0	3865
OLD SANDWICH ROAD	0	4242
OLD SANDWICH ROAD	0	5031
OLD SANDWICH ROAD	0	1529
OLD SANDWICH ROAD	0	10349
PRISCILLA BEACH ROAD	0	204
RAY ROAD	0	144
RAY ROAD	0	261
RAY ROAD	0	580
ROXY CAHOON ROAD	0	5914
RUSSELL MILLS ROAD	0	975
RYDER WAY	0	12416
SCARLET DRIVE		661
SHADY PINE LANE	0	634
SHIP POND ROAD	0	1838
SHIP POND ROAD	0	4123
SHIP POND ROAD	0	750
SHIP POND ROAD	0	2092
SOUTH MEADOW ROAD	0	700
SPRUCE STREET		800
TOWER ROAD	0	298
TOWER ROAD	0	280
TOWER ROAD	0	500
VALLEY ROAD		1975
VINE BROOK ROAD	0	1126
WAREHAM ROAD	0	4520
WAREHAM ROAD	0	3550
WAREHAM ROAD	0	1860
WEST LONG POND ROAD	0	7973
ACACIA ROAD	600	0
AGAWAM ROAD	17800	0
ALBERT ROAD	500	0
ALDEN COURT	300	0
ALLEN COURT	125	0
ALLEN COURT	215	0
ALLEN COURT	155	0
ALLEN DRIVE	317	

Street Name	Length, Private (ft)	Length, Public (ft)
ALPINE ROAD	1200	0
ANDZAC WAY	150	0
ARROWHEAD ROAD	2100	0
ASH STREET	1250	0
ASHLEY STREET	250	0
AUSTIN STREET	1000	0
AVENUE A	600	0
AVENUE B	800	0
AVENUE C	650	0
BACK ROAD	3200	0
BAKER ROAD	700	0
BAKER STREET	225	0
BANCROFT'S LANDING	500	0
BARNES LANE	300	0
BARTLETT AVENUE	950	0
BARTLETT WOODS	225	0
BAYBERRY ROAD	1325	0
BEACH AVENUE	300	0
BEACH PLUM LANE	750	0
BEACHWOOD ROAD	500	0
BESSE BOG ROAD	3400	0
BETTENCOURT ROAD	1050	0
BETTENCOURT ROAD	1750	0
BIRCH STREET	1600	0
BLACK POND LANE	1139	0
BLACK POND LANE	335	0
BLACK POND LANE	290	0
BLACKMER HILL ROAD	3200	0
BLACKMERS LANE	120	0
BLANCHARD ROAD	1560	0
BLOODY POND ROAD	700	0
BLUEBERRY ROAD	2800	0
BOG HILL ROAD	4400	0
BOULEVARD	6250	0
BOURNEDALE ROAD	450	0
BRADFORD AVENUE	700	0
BRADFORD TERRACE	750	0
BRALEY ROAD	1380	0

Street Name	Length, Private (ft)	Length, Public (ft)
BRANCH'S POINT ROAD	508	0
BRANCH'S POINT ROAD	2724	0
BREWSTER AVENUE	370	0
BREWSTER AVENUE	305	0
BRIAN'S WAY	825	0
BRICK KILN ROAD	300	0
BRIGGS AVENUE	420	0
BRIGGS AVENUE	1130	0
BRINE AVENUE	700	0
BROOKS LANE	500	0
BRUSH HILL ROAD	1300	0
BUMP ROCK ROAD	5000	0
BUMPUS LANE	265	0
BURGESS AVENUE	1200	
CAMDEN ROAD	325	0
CANNON ROAD	500	0
CAPE COD AVENUE (WEST)	422	0
CARAVEL DRIVE	850	0
CAROL BOULEVARD	900	0
CARVER AVENUE	725	0
CASE COURT	150	0
CATHEDRAL ROAD	2400	0
CEMETERY HILL ROAD	2600	0
CEMETERY ROAD	500	0
CENTER STREET	700	0
CENTERVILLE WAY	650	0
CENTERVILLE WAY	650	0
CENTRAL AVENUE (1)	1000	0
CENTRAL AVENUE (1)	950	0
CENTRAL AVENUE (2)	6550	0
CENTRE AVENUE	275	0
CHAPMAN LANE	525	0
CHARLES STREET	250	0
CHATHAM ROAD	750	0
CHICKADEE WAY	300	0
CHICKADEE WAY	250	0
CHURCHILL LANDING ROAD	550	0

Street Name	Length, Private (ft)	Length, Public (ft)
CIRCUIT AVENUE (1)	662	0
CIRCUT ROAD	1020	0
CLARISSA JOSEPH ROAD	400	0
CLARK WAY	200	0
CLEVELAND ROAD	575	0
COBB'S HOLLOW	485	0
COBB'S LANE	378	0
COLE STREET	370	0
COLES LANE	275	0
CONCORD STREET	1325	0
COOKS POND ROAD	2000	0
COOLIDGE LANE	200	0
COPTER LANE	1200	0
CORAL STREET	950	0
CORAL STREET	400	0
CORNISH FIELD ROAD	1325	0
CORNISH FIELD ROAD	3115	0
COURT AVENUE	125	0
COVE STREET	700	0
CRANBERRY LANE	350	0
CRANBERRY ROAD	750	0
CRESCENT AVENUE	1150	0
CRESCENT ROAD	850	0
CREST RIDGE ROAD	0	0
CREST STREET	950	0
CROWS WAY (EAST)	2129	0
CROWS WAY (WEST)	2693	0
DACE ROAD	200	0
DAVID LANE	0	0
DIAMOND STREET	246	0
DIANE AVENUE	550	0
DICARLO DRIVE	85	0
DOGWOOD DRIVE	500	0
DONALD ROAD	450	0
DOTEN LANE	325	0
DOTEN ROAD	3171	0
DOTEN ROAD	140	0

Street Name	Length, Private (ft)	Length, Public (ft)
DOTEN ROAD	190	0
DOUGLAS AVENUE	800	0
DUCK PLAIN ROAD	1500	0
DUCK POND ROAD	5225	0
DUCK POND ROAD	2640	0
DUCK POND ROAD	1900	0
DREW ROAD	9110	0
DUNHAM ROAD	900	0
EAGLES NEST ROAD	350	0
EAST CIRCUIT AVENUE	320	0
EAST COVE ROAD	250	0
EDWARD STREET	250	0
ELBOW POND ROAD	600	0
ELLISVILLE DRIVE	295	0
ELLISVILLE DRIVE	100	0
ENTRANCE ROAD	400	0
ESSEX ROAD	0	0
EVERGREEN DRIVE	1700	0
FABYAN ROAD	675	0
FAIRHAVEN WAY	2050	0
FALMOUTH ROAD	1100	0
FAWN POND ROAD	2750	0
FERN STREET	500	0
FIELDSTONE WAY	504	0
FIELDSTONE WAY	408	0
FIELDSTONE WAY	397	0
FIRE HOUSE ROAD	2300	0
FIRST AVENUE	650	0
FIRST STREET	206	0
FISHERMAN'S LANE	169	0
FISHERMAN'S LANE	2024	0
FLORENCE ROAD	650	0
FLORIDA AVENUE	1450	0
FLOWERY LANE	2200	0
FORGE DRIVE	1050	0
FORT STANDISH AVENUE	1400	0
FORT STREET	1800	0
FOXGLOVE DRIVE	325	0
FRESH POND AVENUE	1750	0

Street Name	Length, Private (ft)	Length, Public (ft)
FRONTAGE ROAD (LOC. UKN.)	0	0
FULLER DRIVE	500	0
FULLER FARM ROAD	2750	0
GALLOWS POND ROAD	3850	0
GARDNER DRIVE	230	0
GARDNER DRIVE	230	0
GARDNER DRIVE	800	0
GARIBALDI STREET (EAST)	155	0
GARIBALDI STREET (WEST)	411	0
GLEN AVENUE	605	0
GODDARD LANE	450	0
GOLDFINCH LANE	2200	0
GOODWIN ROAD	1900	0
GOVERNMENT WAY	300	0
GRAFFAM ROAD	3400	0
GRANBY LANE	800	0
GRAVELY HILL ROAD	2000	0
GUIDE BOARD ROAD	1000	0
GUNNERS EXCHANGE ROAD	1729	0
GUNNING POINT ROAD	3400	0
HALIFAX ROAD	510	0
HANKS AVENUE	800	0
HARLOW ROAD	450	0
HARLOW STREET	400	0
HARLOW'S LANDING	1300	0
HARMONY LANE	1050	0
HASKELL ROAD	2657	0
HASKELL ROAD	326	0
HASKIN STREET	1000	0
HAWLEY AVENUE	1200	0
HAY ROAD	4700	0
HEDGE ROAD	383	0
HELEN STREET	550	0
HERBERT STREET	300	0
HERRING WAY	2250	0
HIAWATHA ROAD	500	0

Street Name	Length, Private (ft)	Length, Public (ft)
HIAWATHA ROAD	146	0
HIAWATHA ROAD	1093	0
HIGH CLIFF	300	0
HIGHLAND AVENUE	1000	0
HILLCREST ROAD	420	0
HILLCREST ROAD	530	0
HILLSIDE DRIVE	2825	0
HILLSIDE ROAD	475	0
HILLSIDE ROAD	125	0
HILLTOP AVENUE	67	
HOG ROCK ROAD	3568	0
HOLLIS ROAD	1135	0
HOLLIS ROAD	2241	0
HOLLY WAY	300	0
HOMER AVENUE	211	0
HONEY BEE LANE	250	0
HUDSON STREET	1000	0
HUNTLEY LANE	500	0
INDIAN AVENUE	1550	0
INDIAN BROOK ROAD	12000	0
INDIAN HILL AVENUE	500	0
INDIAN HILL PARK	400	0
INTERVALE ROAD	650	0
ISABELLE STREET	371	0
ISLAND LAKE ROAD	3000	0
ISLAND POND ROAD	1000	0
JACKSON'S LANE	1200	0
JAKES ROAD	1200	0
JANET STREET	1460	0
JAYNES STREET	350	0
JOANN PATH	150	0
JUDY'S PATH	400	0
KENDALL AVENUE	No Homes	
KING ARTHUR ROAD	4400	0
KING PHILIP AVENUE	800	0
KING PHILIP ROAD	800	0
KINGS POND PLAIN ROAD	664	
KINGS POND PLAIN ROAD	66	

Street Name	Length, Private (ft)	Length, Public (ft)
KINGS POND PLAIN ROAD	9350	
KINGSTON ROAD	555	0
KNIGHT'S POINT ROAD	600	0
KNOTTY PINES ROAD	1300	0
LAKE AVENUE	900	0
LAKE ROAD	3000	0
LAKE VIEW BOULEVARD	2850	0
LAKE VIEW BOULEVARD	3025	0
LAKE VIEW ROAD	600	0
LAKEVIEW AVENUE	1500	0
LANCASTER AVENUE	298	0
LANDFALL LANE	900	0
LANDING ROAD	1100	0
LARKSPUR LANE	600	0
LAUREL ROAD	425	0
LEACH POND ROAD	3500	0
LEONARD ROAD	400	0
LIGHT HOUSE AVENUE	1050	0
LIMERICK WAY	400	0
LINCOLN ROAD	650	0
LITTLE HERRING POND ROAD	4410	0
LITTLE MICAJAH POND ROAD	1050	0
LITTLE SANDY POND ROAD	757	0
LITTLE SANDY POND ROAD	1912	0
LIVINGSTON DRIVE	1900	0
LOCH SABY ROAD	250	0
LONG DUCK POND ROAD	1923	0
LOOKOUT POINT ROAD	374	0
LOOKOUT POINT ROAD	488	0
LOOKOUT POINT ROAD	1694	0
LOOKOUT ROAD	105	0
LOOKOUT ROAD	420	0
LOOKOUT ROAD	79	0
LOOP, THE	1100	0
LopRESTI ROAD	926	0
LopRESTI ROAD	173	0

Street Name	Length, Private (ft)	Length, Public (ft)
LOUT POND ROAD	3451	0
MAGUIRE WAY	600	0
MALLARD WAY	200	0
MANDEVILLE AVENUE	1000	0
MANOMET AVENUE	495	0
MANOMET POINT ROAD	1270	0
MASSASOIT AVENUE	1200	0
MAST ROAD	6290	0
MAY HILL ROAD	4925	0
MEADOW GLEN LANE	350	0
MENOTOMY ROAD	384	0
MENOTOMY ROAD	851	0
MENOTOMY ROAD	546	0
MILDRED STREET	450	0
MINNEHAHA ROAD	850	0
MINUTEMAN LANE	525	0
MOHAWK CIRCLE	500	0
MONTROSE AVENUE	800	0
MORGAN ROAD	2850	0
MORGAN ROAD	1545	0
MORTON ROAD	1525	0
MOUNTAIN HILL ROAD	2022	0
MOUNTAIN HILL ROAD (EAST)	6278	0
NAUTILUS PATH	400	0
NED'S WAY	500	0
NICKS ROCK ROAD	4450	0
NIGHTINGALE ROAD	1000	0
NONANTUM ROAD	643	0
NOYES WAY	150	0
OFF BILLINGTON STREET	750	0
OLD BACK ROAD	4000	0
OLD BOG ROAD	2000	0
OLD COLONY DRIVE	850	0
OLD HALFWAY POND ROAD	5000	0
OLD MAN'S PATH	2300	0
OLD MORTON ROAD	350	0
OLD PONDS ROAD	No	

Street Name	Homes	
	Length, Private (ft)	Length, Public (ft)
OLD WINGS ROAD	800	0
OLIVER NECK ROAD	1300	0
OSPREY LANE	650	0
OWL SWAMP ROAD (EAST)	561	
OWL SWAMP ROAD (WEST)	680	
PAMS STREET	380	0
PARK AVENUE	1000	0
PATRIOT CIRCLE	1100	0
PAWTUXET ROAD	2280	0
PAWTUXET ROAD	188	0
PEACHTREE LANE	300	0
PEMBROKE ROAD	425	0
PERCH ROAD	400	0
PERCH ROAD	100	0
PETERSON ROAD	300	0
PICKEREL POND ROAD	2266	0
PILGRIM WAY	400	0
PINE AVENUE	150	0
PLYMOUTH ROCK TERRACE	528	0
POKANOKET ROAD	750	0
POND AVENUE	1799	0
POND AVENUE	78	0
POND AVENUE	91	0
POND STREET	250	0
POND TERRACE	200	0
POND VIEW CIRCLE	1300	0
PONTUS MEADOW ROAD	2000	0
POPULAR AVENUE	2100	0
POST OFFICE LANE	350	0
POWDERHORN POND ROAD	2525	0
PRETTO WAY	1300	0
PRISCILLA BEACH ROAD	240	
PROVINCETOWN VIEW ROAD	528	0
QUIET HOLLOW	600	0
RABBIT POND ROAD	1675	0
RED BROOK ROAD	No Homes	0
RED FOX LANE	300	0

Street Name	Length, Private (ft)	Length, Public (ft)
REED AVENUE (EAST)	499	0
REED AVENUE (WEST)	428	0
REEDVILLE ROAD	450	0
RIDGE AVENUE	600	0
ROCKY NECK ROAD	No Homes	0
ROCKY POND ROAD	6530	
ROOSEVELT ROAD	1000	0
ROUND HILL AVENUE	400	0
SACHEM ROAD	1850	0
SAGAMORE COURT	275	0
SAINT CHARLES AVENUE	300	0
SALT MARSH LANE	1200	0
SANDRI DRIVE	585	0
SANDY BEACH ROAD	5700	0
SAQUISH AVENUE	4950	0
SAVERY ROAD	300	0
SAWMILL ROAD	2700	0
SAWYER PLACE	475	0
SCARLET DRIVE	855	0
SCARLET DRIVE	626	0
SCHUBERT ROAD	550	0
SCOUTING WAY	5980	0
SCUSSET ROAD	2110	0
SHALLOP ROAD	1900	0
SHALLOW POND ROAD	No Homes	0
SHORE ROAD	1100	0
SHORT STREET	350	0
SILENT SPRING WAY	750	0
SLOUGH ROAD	1350	0
SMALAND LANE	343	0
SMITH TERRACE	250	0
SNOWBERRY LANE	1450	0
SOL JOSEPH ROAD	2000	0
SOUTH HIGHLAND AVENUE	210	0
SOUTH HIGHLAND AVENUE	730	0
SOUTH TRIANGLE POND RD.	1585	0

Street Name	Length, Private (ft)	Length, Public (ft)
SOUTH TRIANGLE POND RD.	525	0
SQUIRE WAY	400	0
SQUIRREL ROAD	2450	0
STAGE POINT ROAD	3500	0
STARLIGHT WAY	400	0
STEEPLE CHASE	1500	0
STEEPLEBUSH WAY	1200	0
STONE HILL	500	0
STRAWBERRY ROAD	500	0
STUART AVENUE	365	0
SUMMIT ROAD	800	
SUMMIT STREET	300	0.111111
SUNSET AVENUE	550	0
SUNSET BOULEVARD	450	0
SWAMP ROAD	550	0
SWIFT AVENUE	700	0
TABOR ROAD	250	0
TERRACE LANE	800	0
THEATRE COLONY WAY	900	0
THIRD STREET	200	0
THUMPER'S WAY	No Homes	0
TIHONET ROAD	12000	0
TOBEY ROAD	375	0
TOMMY'S WAY	550	0
TOWER HILL FARM ROAD	2000	0
TOWN FOREST (GUIDOBONI)	3325	0
TRAILS END COVE ROAD	62	0
TRAILS END COVE ROAD	128	0
TRAILS END COVE ROAD	1341	0
TRAILS END COVE ROAD	546	0
TRAILS END COVE ROAD	475	0
TRURO COURT	200	0
TURTLES PATH	200	0
UPLAND ROAD	450	0
VALLEY ROAD	9350	0
VALLEY ROAD (5)	0	

Street Name	Length, Private (ft)	Length, Public (ft)
VICTORIA AVENUE	567	0
VICTORIA AVENUE	110	0
WADSWORTH ROAD	2400	0
WALTHAM ROAD	450	0
WAMSUTTA AVENUE	500	0
WEBSTER DRIVE	800	0
WEEKS LANE	200	
WESLEY STREET	0	0
WESLEY STREET	971	0
WEST AVENUE	200	0
WESTMINSTER AVENUE	1050	0
WESTWINDS STREET	850	0
WESTWOOD ROAD	800	0
WHITE ISLAND ROAD	975	0
WHITING LANE	380	0
WHITLEY TRAIL	552	0
WHITLEY TRAIL	1488	0
WHITLEY TRAIL	1292	0
WICKETS PATH	1500	0
WILD WIND LANE	400	0
WILDWOOD ROAD	750	0
WILLOUGHBY LANE	300	0
WILLOW STREET	1250	0
WIND SONG DRIVE	500	0
WINSLOW AVENUE	825	0
WOMPONOAG ROAD	650	0
WOODLAND AVENUE	200	0
WOODWORTH STREET	550	0
WORCESTER STREET	800	0
Total Miles	102.6	22.3

Appendix B: Schools

Schools

Facility	MSW Collections Per Week	Roll-off Container Size
South Plymouth High School	5	8 cu yds
Plymouth South Middle School	5	8 cu yds
North Plymouth High School	5	8 cu yds
Plymouth Comm Inter School	5	8 cu yds

Appendix C: Historic District



Appendix D: Liquidated Damages

1. Failure to immediately pick up materials spilled during collection. \$150 per occurrence
2. Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries if the Town receives a complaint of such spill. \$500 per occurrence
3. Willful mishandling of wheeled carts. \$25 per occurrence
4. Failure to place wheeled carts in an upright position at approximately the same location upon emptying. \$25 per occurrence
5. Placement of wheeled carts such that they obstruct roads, driveways, or mailboxes. \$50 per occurrence
6. Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by 9:00 AM of the following day if so authorized by the Director of Public Works or designee. \$100 per occurrence
7. Failure to collect appropriate materials properly set out from two (2) or more residents on the same day of the regular collection route, or by 9:00 AM of the following day if so authorized by the Director of Public Works. \$100 per occurrence
8. Failure to pick up from any single address more than one time in a given month or three times in a six (6) month period when the driver or Contractor is at fault. \$100 per miss plus reimbursement of subscription fee if more than three misses in a six-month period
9. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the Town. \$250 per occurrence
10. Beginning any single collection route prior to 7:00 AM or finishing after 5:00 PM without the prior consent of the Town. \$100 per day

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|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 11. | Use of unmarked or un-inspected collection vehicles. | \$500 per occurrence |
| 12. | Failure to clean vehicle or conveyances as provided for in this Contract | \$150 per occurrence |
| 13. | Failure or neglect to furnish (within 48 hours) a replacement container meeting the requirements of this Contract. | \$200 per container not furnished |
| 14. | Collecting solid waste or recyclable materials from addresses that do not subscribe to the program. | \$200 per occurrence |
| 15. | Disposing of as trash, those recyclable materials appropriately set out for recycling. \$500 per occurrence | \$5,000 per truck load |
| 16. | Failure to leave non-collection notices for improperly prepared materials (per Section 5.09). | \$50 per occurrence |
| 17. | Failure to report truck breakdown or accident within 30 minutes. | \$100 per occurrence |
| 18. | Failure to maintain direct phone links between the Town and the lead trash and recycling drivers, as well as their supervisor. And also failure to maintain direct phone or radio contact between all vehicles servicing the town | \$250 per occurrence |
| 19. | Failure or neglect to furnish a schedule or revised schedule of collection and disposal. | \$250 per occurrence |
| 20. | Commingling materials collected under this Contract with materials not collected under this contract, even if the town will not be billed. | \$500 per occurrence |
| 21. | Delivering any waste other than as described in this Contract to disposal sites that will be billed to the Town. | \$5,000 per ton |
| 22. | Failure to submit weigh slips with monthly invoice. | \$50 per missing slip |
| 23. | Submitting weight slips for materials not collected through this Contract. | \$5,000 per occurrence |
| 24. | Failure to correct billing error within one week after notification by Town. | \$100 per occurrence |
| 25. | Failure to provide prevailing wage rate information as required under this Contract. | \$500 per incident |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 26. Failure to maintain 1-800 or local phone service for Subscribers. | \$100 per 4 hours out of service |
| 27. Use of collection vehicle marked "Town of Plymouth" for the collection and/or haul of waste other than provided for under the provision of this Contract. | \$5,000 per occurrence |

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

Appendix E: Fuel Cost Adjustment

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

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

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

Adjustments will be made upon implementation of the contract, and semiannually on February 1 and September 1, based on the cost of diesel for the six calendar months prior to adjustment (i.e. 2/1/12 to 8/31/12 for the September 2012 adjustment).

Adjustment Example:

Fuel Price (Avg 6 mos per DOE) = \$3.21 per Gal
Established Baseline Fuel price = \$3.11 per Gal
Increase / (decrease) = \$0.10 per Gal
Fuel Adjustment (\$0.10 x 6,500Gals) = (\$650.00 Charge) per month.

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

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

Appendix F: Hard to Manage Waste Specifications

The Hard-to-Manage Waste Transfer Station (HMWTS), located on Beaver Dam Road, is owned by the Town, and will be operated and maintained by the operator. The scope of operations at the facility will be consistent with the requirements of the Massachusetts Solid Waste Management Regulations located in 310 CMR 19.000, unless specified differently herein.

There is a transfer station on the adjacent landfill site which residents use to dispose of municipal solid waste (Manomet Transfer Station). The waste generated from this transfer station is hauled by the Town to the SEMASS Waste-to-Energy Facility in Rochester, MA. Waste not acceptable at the SEMASS facility was landfilled on the site until the landfill closure in 1998. The HMWTS was constructed to handle some of the materials that were formerly landfilled. These materials include residential construction and demolition debris, bulky wastes, furniture items and miscellaneous items not accepted at SEMASS.

The average tonnage of the waste accepted from 2005-2011 is approximately 2,400 tons/year.

Materials which will not be handled at the HMWTS include medical wastes, grit, screenings and sludge from water and wastewater treatment facilities, hazardous materials, asbestos, white goods and appliances, tires, or recyclable materials including plastic, newspaper, metals and glass bottles, or volatile, corrosive, highly flammable, explosive, toxic or radioactive waste.

The operator shall operate the HMWTS, and operations shall include furnishing all labor, facility and equipment costs, equipment including all waste containers and all trucks needed for disposal, and all transportation and disposal costs, including any tipping fees.

The operation of the HMWTS shall include providing all services during the hours of operation, for the days the HMWTS will be open, at a minimum of Sunday, Tuesday, Thursday, and Saturday from 8AM - 4PM. Upon execution of a contract with the Town, the operator of the HMWTS may request an increase or decrease in operating hours from the Town through

the DPW. Approval must be obtained from the Town Manager.

Fees for operation of the HMWTS will be obtained directly from residents utilizing the HMWTS. The method for charging users shall be a scale system on the site. Any revisions to the fee schedule throughout the duration of the contract period must be submitted to and approved by the Plymouth Town Manager. Revisions will only be considered upon showing of a just cause.

Operation and maintenance of the Hard-to-Manage Waste Transfer Station (HMWTS) will be in accordance with the following tasks:

1. Operator Supervision: The overall care, operation and maintenance of the HMWTS shall be under the direction of a qualified operator. The operator shall be capable of providing the applicable oversight of the HMWTS as detailed in the following tasks. During the posted hours of operation, the operator shall be continuously present at the HMWTS. These hours are 8AM - 4PM, Sunday, Tuesday, Thursday, and Saturday, at a minimum.
2. Acceptable and Non-acceptable Waste: The operator shall insure that the waste which is accepted at the HMWTS shall be in accordance with 310 CMR 19.000, the HMWTS's Waste Ban Compliance Plan, and the "Waste Restrictions" posted at the site. Signs will be installed by the operator as required to facilitate disposal of materials. The items which constitute non-acceptable waste shall be listed and posted on signs by the operator on the premises. Non-acceptable wastes will include, at a minimum, liquid and hazardous materials, motor oil and petroleum products, recyclable materials, and waste which is acceptable at SEMASS.

Municipal solid waste which is acceptable to the SEMASS facility shall not be disposed of at the HMWTS.

All loads of waste brought to the HMWTS shall be inspected by the operator. If hazardous materials or unacceptable materials are observed by the operator at the HMWTS at any time, the operator will notify the driver of the vehicle that the material is not acceptable, and the load will be rejected until the unacceptable

material is removed. If unacceptable material is deposited on the site, the operator shall immediately notify the Town, through the Department of Public Works (508-830-4162). If hazardous materials are suspected or identified, the operator shall immediately notify the Town, through the Department of Public Works (508-830-4162) and the DEP-SERO (508-946-2700) and the Plymouth Fire Department (508-830-4213).

3. Banned or Restricted Solid Wastes: Solid wastes which have been banned or restricted from disposal, or transfer for disposal, pursuant to 310 CMR 19.017 shall be managed in accordance with the HMWTS's Waste Ban Compliance Plan approved by the Massachusetts Department of Environmental Protection. The operator shall, during all hours of operation, have a dedicated employee, in addition to the scale attendant, to conduct comprehensive inspections and ongoing monitoring required by the HMWTS's Waste Ban Compliance Plan. A copy of this plan will be provided by the Town.
4. Special Wastes: No solid waste that has been classified as a special waste pursuant to 19.061(2) shall be accepted at the HMWTS.
5. Bulky Wastes and Yard Wastes: Bulky wastes will be allowed at the HMWTS except as follows:
 - The operator shall specify the maximum size of large, heavy or bulky items to be disposed of at the HMWTS. Restricted materials are to be posted on the site.
 - Brush and branches will not be deposited at the HMWTS. Leaves and grass clippings will also not be allowed.
6. Equipment: Equipment shall be available in adequate numbers and of the appropriate type and size for the proper operation, disposal and transportation of wastes disposed of at the HMWTS in accordance with good engineering practices and in compliance with 310 CMR 19.000. At a minimum, the operator shall provide the following:
 - roll-off waste containers with adequate capacity
 - roll-off trucks for transportation of waste
 - drivers for trucks as needed

- telephone fees
- electrical fees
- record keeping equipment as needed
- a bottled water cooler
- portable enclosed toilet facility and disposal services for the same
- 2 operators for the HMWTS and other staff as needed
- tables, chairs, cabinets and shelves as necessary for the facility to operate efficiently
- maintenance costs for the facility

The operator shall make provisions for the routine maintenance of equipment to assure satisfactory performance capability for the various operations. The operator shall maintain suitable equipment, including roll-off containers, and necessary service supplies and service contracts for equipment used in connection with the HMWTS.

The operator shall make arrangements for providing standby equipment in the event of breakdown of regular equipment to allow disposal of refuse. Such standby equipment shall be available for use and shall be provided within 8 hours of breakdown.

A scale system shall be in place to weigh incoming and exiting vehicles. The scales shall be calibrated to twenty (20) pound increments. The drop-off fees to users shall be based upon a per weight cost, as determined by the scale system.

All future calibration and maintenance/inspection costs are included in the operational costs for the facility.

7. Fire Protection: The operator shall insure that the following measures will be taken for fire control:
- The operator shall have a portable fire extinguisher in the operator building, and shall provide fire control in the refuse disposal area, and as safety conditions warrant. Detachable fire extinguishers shall be located in each of the transfer station buildings, and shall be provided by the operator. They shall be maintained in working order, and periodically checked or replaced in accordance with the Town fire code.

- The operator shall notify the Manomet Fire Department at (508) 746-2211 to provide emergency fire control as necessary, and notify the Town of Plymouth (DPW) at (508) 830-4162 should smoldering, smoking or burning materials be noted at the HMWTS.
- The operator shall identify and post an area located away from combustible materials, refuse and buildings, for quick dumping and quenching or snuffing of hot loads.

8. Access to Facilities and Security: Access roads shall be maintained by the operator so that traffic will flow smoothly and will not be interrupted by inclement weather. Snow removal and plowing is also the responsibility of the operator. Access to the HMWTS shall be limited to such periods of time as the operator is on duty.

Fencing and gates shall be maintained by the operator to limit unauthorized persons from access to the HMWTS. The operator shall not allow dumping of refuse during unauthorized hours of operations.

9. Posting of the Handling Facility: The operator shall post signs at all access points which, at a minimum, include the names of the owner and operator of the facility, a 24 hour emergency telephone number, the hours of operation, a list of solid wastes banned or restricted pursuant to 310 CMR 19.017, and other limitations and conditions of access to the facility.

10. Unloading Refuse: The operator shall provide continuous supervision of the unloading of refuse. The refuse disposal area shall be maintained for incoming vehicles. The operator shall post appropriate signs or other means to indicate clearly where incoming vehicles are to unload the refuse by direction of the attendant on duty.

11. Control of Wind-blown Litter: The operator shall take measures to prevent the scattering of refuse and wind-blown litter. The operator shall provide for routine maintenance and general cleanliness of the area.

12. Open Burning: No open burning of any refuse, including brush, wood or diseased trees shall be permitted at the site at any time of the

year.

13. Dust Control: The operator shall undertake the application of calcium chloride to control dust whenever necessary at the site.
14. Accident Prevention and Safety: The operator shall be instructed in the principles of first-aid and safety and in the specific operational procedure necessary to prevent accidents. The operator shall provide and maintain first-aid supplies at the site at all times. Emergency numbers will be posted by the Town at the transfer station operator building.
15. Records of Operation: The operator shall maintain a daily count of vehicles which utilize the HMWTS, and record the amount (tons) of waste accepted each day. The operator shall maintain a record of the disposal or recovery facilities to which all waste is transferred, and the tonnage transferred to each facility. These records shall be made available to the Town upon request, and annually by January 15. Scale records and information shall be kept on the site at all times. Scales shall be calibrated and inspected as required by applicable regulations. Expenses for calibrations and inspections shall be solely the responsibility of the operator.
16. Addressing Deficiencies: The operator shall promptly address issues raised by the Town or DEP where such issues constitute a violation of the operator's responsibilities, 310 CMR 19.000 and/or the HMWTS's DEP-approved waste ban compliance plan, and where issues are the result of the actions (or lack of actions) of the operator. The operator shall respond in a timely manner to the deficiencies which are raised by the Town or the DEP, and make the necessary improvements to the operations. The operator should be aware that the Town and the DEP are required to perform routine inspections for all waste management facilities. The operator shall be responsible to address any operational deficiencies identified during the inspections.
17. Operational Plan: Prior to operation, the operator shall become familiar with the operational plan. The operational plan (the

"Plan") shall be provided by the Town. The operator shall comply with the requirements of the Plan and 310 CMR 19.200. A copy of the Operational Plan shall be kept on the premises of the HMWTS at all times.

18. Noise: The operator shall not operate equipment, move containers, compact waste, or perform any other activity that produces noise plainly audible at a distance of 150 feet from the premises before 8AM on Saturday and Sunday.

Appendix G: Eligible Four Family Dwelling Units

Parcel Id	Location
017-000-071B-000	15 ALLERTON ST
013-000-019-000	56 ALLERTON ST
007-000-019-000	10 -12 CASTLE ST
005-000-067B-000	21 CHERRY ST
005-000-059-000Z	47 CHERRY ST
017-000-137-000	13 CHILTON ST
017-000-106-000	14 CHILTON ST
017-000-105C-000	8 CHILTON ST
017-000-051-000	2 CLYFTON ST
005-000-049N-000	17 23 CORDAGE TERR
005-000-049B-000	22 24 CORDAGE TERR
005-000-049C-002	32 -38 CORDAGE TERR
005-000-049L-000	33 -39 CORDAGE TERR
005-000-049K-000	41 47 CORDAGE TERR
005-000-049J-000	49 -55 CORDAGE TERR
004-000-049I-000	57 61 CORDAGE TERR
004-000-049H-000	65 67 CORDAGE TERR
014-000-056-000	131 COURT ST
011-000-039-000	218 COURT ST
009-000-055-000	280 COURT ST
005-000-101C-000	312 COURT ST
001-000-016-000	397 COURT ST
014-000-019A-000	10 CUSHMAN ST

<u>Parcel Id</u>	<u>Location</u>
014-000-021-000	6 CUSHMAN ST
001-000-010A-000	27 - 33 FOREST AV
001-000-010D-000	28 FOREST AV
002-000-008-000	101 - 107 FOREST AV EXT
002-000-007C-000	109 -115 FOREST AV EXT
002-000-006-000	117 FOREST AV EXT
001-000-042-000	10 FOREST AVE CT
012-000-013-040	6 GRANT ST
009-000-045-000	24 HAMILTON ST
020-000-086A-000	18 LEYDEN ST
020-000-095-000	21 LEYDEN ST
022-000-136-000	45 MAYFLOWER ST
001-000-008K-000	37 N SPOONER ST
018-000-000R-006A	2 4 NEWFIELD ST
001-000-008S-000	16 -22 PARK RD
001-000-008Q-000	17 -23 PARK RD
001-000-008R-000	25 -31 PARK RD
014-000-063A-000	3 PHOENIX CT
014-000-060B-000	6 PHOENIX CT
019-000-212-000	17 PLEASANT ST
019-000-181-000	33 -35 PLEASANT ST
019-000-179-000	45 PLEASANT ST
006-000-020-000Z	31 PRINCE ST

Parcel Id	Location
016-000-129A-000	37 RUSSELL ST
022-000-109-000	105 SANDWICH ST
034-000-022B-000	248 SANDWICH ST
020-000-169-000	74 SANDWICH ST
005-000-091-000	11 SAVERYS LN
005-000-092B-000	7 SAVERYS LN
014-000-068-014	6 7 SAWYER PL
014-000-068-013	8 9 SAWYER PL
001-000-008N-000	17 -23 SEAVIEW ST
001-000-008O-000	25 -31 SEAVIEW ST
001-000-008M-000	9 -15 SEAVIEW ST
022-000-176-000Z	1 2 SO GREEN ST
002-000-002D-000	46 52 SPOONER ST
001-000-008B-000	78 -84 SPOONER ST
001-000-008D-000	94 100 SPOONER ST
022-000-134-000	3 STAFFORD ST
005-000-011A-000Z	194 STANDISH AV
076-000-042A-000	475 STATE RD
048-049-298-000	796 STATE RD
016-000-081-000	133 SUMMER ST
019-000-132-000	34 SUMMER ST
007-000-013-000	2 SUOSSO LN
037-000-005A-000	80 WARREN AV
020-000-189-000	2 -4 WATERCURE ST

<u>Parcel Id</u>	<u>Location</u>
007-000-024-000	285 COURT ST
005-000-083-003	296 COURT ST
017-000-143-000	37 COURT ST
017-000-061-000	42 -44 COURT ST
017-000-141B-000	43 COURT ST
017-000-117-000	63 COURT ST
017-000-012-000	6 SAMOSET ST
022-000-105-000	117 SANDWICH ST

Exhibit E

Pricing Schedule

ABC Disposal & Town of Plymouth Pricing Schedule

10/7/2013

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
1-5000	183.61	183.61	194.172	201.774	209.679	217.901	225.917	233.679	235.5117	241.517
5001-6000	173.76	173.76	183.288	190.482	197.963	205.744	213.33	220.676	222.8774	228.561
6001-7000	165.42	165.42	174.164	181.012	188.135	195.542	202.764	209.757	212.1799	217.59
7001-8000	151.88	151.88	159.781	166.068	172.608	179.409	186.04	192.461	194.8125	199.78
8001-9000	145.35	145.35	152.735	158.752	165.011	171.519	177.865	184.01	186.4366	191.191
9001-10000	143.14	143.14	150.218	156.144	162.307	168.716	174.966	181.017	183.6019	188.284
14001-15000	142.79	142.79	149.448	155.36	161.508	167.902	174.136	180.172	183.153	187.823

Monthly invoice will be based on prior month total subscribers multiplied by pricing matrix
 Pricing above reflects annual rates including curbside collection of Solid Waste and Recyclables and
 other terms pursuant to the Agreement. Monthly invoice will be Annual Rate /12months = monthly charge.
 Example: 5500 units would be based on the "6000" schedule which would equal \$173.76 / 12 = 14.48 x 5500 = \$79,640

Exhibit F

Reserved

Exhibit G

Residential Subscribers

On File with Town and Contractor.

Exhibit H

Non-Warranty Bill of Sale

EXHIBIT H

TOWN OF PLYMOUTH AGREEMENT FOR CURBSIDE COLLECTION OF REFUSE AND RECYCLABLES

BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned **ABC DISPOSAL SERVICE, INC.**, a Massachusetts Corporation principally located at 1245 Shawmut Avenue, New Bedford, Bristol County, Massachusetts 02745 (hereinafter referred to as "Seller") for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged as set forth in the Town of Plymouth Agreement for curbside Collection of Refuse and Recyclables dated _____, 2013 (the "Agreement") a copy of which is attached hereto, does hereby grant, bargain, sell, transfer, convey, assign and set over to **TOWN of PLYMOUTH**, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts 02360, its successors and assigns forever ("Buyer"), all right, title and interest, legal and equitable of Seller in and to those assets set out on **Exhibit A** hereto (the "Personalty").

TO HAVE AND TO HOLD said Personalty to Buyer to their own use and forever, title to the Personalty shall pass to Buyer upon delivery of this Bill of Sale.

Seller hereby represents and warrants to Buyer that:

- a) Seller is the lawful owner of the Personalty;
- b) The Personalty is, and will be after delivery thereof, free from all restrictions, liens, encumbrances and other right, title and interest in others; and
- c) Seller has good and marketable right and title to sell, assign and transfer

the Personalty.

Seller hereby agrees to warrant and defend the title to the Personalty against all claims and demands of all persons forever and furthermore agrees that all representations, warranties and agreements set forth herein by the parties shall survive the delivery and acceptance of the Personalty and this Bill of Sale.

The Personalty is transferred hereby in "as is, where is" condition.

SUBJECT TO AND EXCEPT AS PROVIDED ACCORDING TO THE PROVISIONS OF THIS BILL OF SALE AND ASSIGNMENT AND THE AGREEMENT, THE SELLER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has executed this instrument, under seal, as of the _____ day of _____, 2021.

ABC DISPOSAL SERVICE, INC.,
a Massachusetts Corporation

By:

Its _____, as
duly authorized agent

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a driver's license, personally known to me, or personally known to a 3rd party personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that _____ signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____

EXHIBIT A

**BILL OF SALE AND ASSIGNMENT
PERSONALTY DESCRIPTION**

1. _____ (quantity) of 65 gallon Rehrig Pacific Company (or approved equivalent _____) wheeled carts.
2. _____ (quantity) of 95 gallon Rehrig Pacific Company (or approved equivalent _____) wheeled carts.
3. All warranties (by manufacturer, seller, etc.).

Exhibit I

List of Road Restrictions/Limitations

EXHIBIT I

TOWN OF PLYMOUTH AGREEMENT FOR CURBSIDE COLLECTION OF REFUSE AND RECYCLABLES

LIST OF ROAD RESTRICTIONS/LIMITATIONS

One Way Streets

Bradford Street	From Sandwich St. easterly to Union St.
Carver Street	From North St. to Leyden St.
Church Street	From Town Square west
Howland Street	Northeasterly from Court St. for a distance of 240 feet, one way traffic.
Howland Street	Southwesterly from Water St., two way traffic, for a distance of 509 feet.
Leyden Street	From Water St. to Main St.
Memorial Drive	From Water St. Westerly to Court St.
Middle Street	From Main St. to Carver St.
Nook Road	Northerly from Old South St. to Nook Rd., a distance of 250 feet.
North Street	From Main/Court Sts. to Water St.
No. Green Street	From Sandwich St. to Pleasant St.
Ocean View Ave.	From Standish Ave. to Liberty St.
Pleasant Street	From Robinson St. to South St.
Russell Street	From Court St. westerly to Allerton St.
Savery's Lane	From Standish Ave. easterly to Court St.
School Street	From Town Square to So. Russell St.
So. Green Street	From Pleasant St. to Sandwich St.
So. Park Avenue	From Court St. to Railroad Station
So. Russell St.	From Russell St. easterly to Court St.
Towns Street	Southeasterly from Wood St. to south St. for a distance of 280 feet.
Town Wharf Rd.	From Water St. back out to Water St., east to north to west.
Winslow Street	From North St. to Water St.

Weight Restrictions

The list of streets with Bridges that have Weight Restrictions is listed below.

1. WATER ST
2. BARTLETT RD
3. NEWFIELD ST
4. RED BROOK RD
5. TAYLOR AVE

Gravel Road

Street Name	Length, Private (ft)	Length, Public (ft)
BILLINGTON SEA ROAD	0	1230
BILLINGTON SEA ROAD	0	1068
BOAT HOUSE LANE	0	211
CENTER ROAD	0	580
CHANDLER STREET		1250
EARL ROAD	0	739
EAST RUSSELL MILLS ROAD	0	1584
FATHOM ROAD	0	910
ISABELLE STREET	0	245
JUNIPER STREET	0	625
KINGS POND PLAIN ROAD		590
LONG POND ROAD	0	1359
LONG POND ROAD	0	194
LONG POND ROAD	0	415
LONG POND ROAD	0	121
LONG POND ROAD	0	3411
LONG POND ROAD	0	1443
LONG POND ROAD	0	619
LONG POND ROAD	0	1050
LONG POND ROAD	0	1811
LONG POND ROAD	0	3592
LONG POND ROAD	0	611
LONG POND ROAD	0	885
MAST ROAD	0	10361
MILFORD STREET		1000
NATHANIEL STREET	0	251
OLD SANDWICH ROAD	0	840

Street Name	Length, Private (ft)	Length, Public (ft)
OLD SANDWICH ROAD	0	2730
OLD SANDWICH ROAD	0	3865
OLD SANDWICH ROAD	0	4242
OLD SANDWICH ROAD	0	5031
OLD SANDWICH ROAD	0	1529
OLD SANDWICH ROAD	0	10349
PRISCILLA BEACH ROAD	0	204
RAY ROAD	0	144
RAY ROAD	0	261
RAY ROAD	0	580
ROXY CAHOON ROAD	0	5914
RUSSELL MILLS ROAD	0	975
RYDER WAY	0	12416
SCARLET DRIVE		661
SHADY PINE LANE	0	634
SHIP POND ROAD	0	1838
SHIP POND ROAD	0	4123
SHIP POND ROAD	0	750
SHIP POND ROAD	0	2092
SOUTH MEADOW ROAD	0	700
SPRUCE STREET		800
TOWER ROAD	0	298
TOWER ROAD	0	280
TOWER ROAD	0	500
VALLEY ROAD		1975
VINE BROOK ROAD	0	1126
WAREHAM ROAD	0	4520
WAREHAM ROAD	0	3550
WAREHAM ROAD	0	1860
WEST LONG POND ROAD	0	7973
ACACIA ROAD	600	0
AGAWAM ROAD	17800	0
ALBERT ROAD	500	0
ALDEN COURT	300	0
ALLEN COURT	125	0
ALLEN COURT	215	0
ALLEN COURT	155	0
ALLEN DRIVE	317	

Street Name	Length, Private (ft)	Length, Public (ft)
ALPINE ROAD	1200	0
ANDZAC WAY	150	0
ARROWHEAD ROAD	2100	0
ASH STREET	1250	0
ASHLEY STREET	250	0
AUSTIN STREET	1000	0
AVENUE A	600	0
AVENUE B	800	0
AVENUE C	650	0
BACK ROAD	3200	0
BAKER ROAD	700	0
BAKER STREET	225	0
BANCROFT'S LANDING	500	0
BARNES LANE	300	0
BARTLETT AVENUE	950	0
BARTLETT WOODS	225	0
BAYBERRY ROAD	1325	0
BEACH AVENUE	300	0
BEACH PLUM LANE	750	0
BEACHWOOD ROAD	500	0
BESSE BOG ROAD	3400	0
BETTENCOURT ROAD	1050	0
BETTENCOURT ROAD	1750	0
BIRCH STREET	1600	0
BLACK POND LANE	1139	0
BLACK POND LANE	335	0
BLACK POND LANE	290	0
BLACKMER HILL ROAD	3200	0
BLACKMERS LANE	120	0
BLANCHARD ROAD	1560	0
BLOODY POND ROAD	700	0
BLUEBERRY ROAD	2800	0
BOG HILL ROAD	4400	0
BOULEVARD	6250	0
BOURNEDALE ROAD	450	0
BRADFORD AVENUE	700	0
BRADFORD TERRACE	750	0
BRALEY ROAD	1380	0

Street Name	Length, Private (ft)	Length, Public (ft)
BRANCH'S POINT ROAD	508	0
BRANCH'S POINT ROAD	2724	0
BREWSTER AVENUE	370	0
BREWSTER AVENUE	305	0
BRIAN'S WAY	825	0
BRICK KILN ROAD	300	0
BRIGGS AVENUE	420	0
BRIGGS AVENUE	1130	0
BRINE AVENUE	700	0
BROOKS LANE	500	0
BRUSH HILL ROAD	1300	0
BUMP ROCK ROAD	5000	0
BUMPUS LANE	265	0
BURGESS AVENUE	1200	
CAMDEN ROAD	325	0
CANNON ROAD	500	0
CAPE COD AVENUE (WEST)	422	0
CARAVEL DRIVE	850	0
CAROL BOULEVARD	900	0
CARVER AVENUE	725	0
CASE COURT	150	0
CATHEDRAL ROAD	2400	0
CEMETERY HILL ROAD	2600	0
CEMETERY ROAD	500	0
CENTER STREET	700	0
CENTERVILLE WAY	650	0
CENTERVILLE WAY	650	0
CENTRAL AVENUE (1)	1000	0
CENTRAL AVENUE (1)	950	0
CENTRAL AVENUE (2)	6550	0
CENTRE AVENUE	275	0
CHAPMAN LANE	525	0
CHARLES STREET	250	0
CHATHAM ROAD	750	0
CHICKADEE WAY	300	0
CHICKADEE WAY	250	0
CHURCHILL LANDING ROAD	550	0

Street Name	Length, Private (ft)	Length, Public (ft)
CIRCUIT AVENUE (1)	662	0
CIRCUT ROAD	1020	0
CLARISSA JOSEPH ROAD	400	0
CLARK WAY	200	0
CLEVELAND ROAD	575	0
COBB'S HOLLOW	485	0
COBB'S LANE	378	0
COLE STREET	370	0
COLES LANE	275	0
CONCORD STREET	1325	0
COOKS POND ROAD	2000	0
COOLIDGE LANE	200	0
COPTER LANE	1200	0
CORAL STREET	950	0
CORAL STREET	400	
CORNISH FIELD ROAD	1325	0
CORNISH FIELD ROAD	3115	0
COURT AVENUE	125	0
COVE STREET	700	0
CRANBERRY LANE	350	0
CRANBERRY ROAD	750	0
CRESCENT AVENUE	1150	0
CRESCENT ROAD	850	0
CREST RIDGE ROAD	0	0
CREST STREET	950	0
CROWS WAY (EAST)	2129	0
CROWS WAY (WEST)	2693	0
DACE ROAD	200	0
DAVID LANE	0	0
DIAMOND STREET	246	0
DIANE AVENUE	550	0
DiCARLO DRIVE	85	0
DOGWOOD DRIVE	500	0
DONALD ROAD	450	0
DOTEN LANE	325	0
DOTEN ROAD	3171	0
DOTEN ROAD	140	0
DOTEN ROAD	190	0

Street Name	Length, Private (ft)	Length, Public (ft)
DOUGLAS AVENUE	800	0
DUCK PLAIN ROAD	1500	0
DUCK POND ROAD	5225	0
DUCK POND ROAD	2640	0
DUCK POND ROAD	1900	0
DREW ROAD	9110	0
DUNHAM ROAD	900	0
EAGLES NEST ROAD	350	0
EAST CIRCUIT AVENUE	320	0
EAST COVE ROAD	250	0
EDWARD STREET	250	0
ELBOW POND ROAD	600	0
ELLISVILLE DRIVE	295	0
ELLISVILLE DRIVE	100	0
ENTRANCE ROAD	400	0
ESSEX ROAD	0	0
EVERGREEN DRIVE	1700	0
FABYAN ROAD	675	0
FAIRHAVEN WAY	2050	0
FALMOUTH ROAD	1100	0
FAWN POND ROAD	2750	0
FERN STREET	500	0
FIELDSTONE WAY	504	0
FIELDSTONE WAY	408	0
FIELDSTONE WAY	397	0
FIRE HOUSE ROAD	2300	0
FIRST AVENUE	650	0
FIRST STREET	206	0
FISHERMAN'S LANE	169	0
FISHERMAN'S LANE	2024	0
FLORENCE ROAD	650	0
FLORIDA AVENUE	1450	0
FLOWERY LANE	2200	0
FORGE DRIVE	1050	0
FORT STANDISH AVENUE	1400	0
FORT STREET	1800	0
FOXGLOVE DRIVE	325	0
FRESH POND AVENUE	1750	0

Street Name	Length, Private (ft)	Length, Public (ft)
FRONTAGE ROAD (LOC. UKN.)	0	0
FULLER DRIVE	500	0
FULLER FARM ROAD	2750	0
GALLOWS POND ROAD	3850	0
GARDNER DRIVE	230	0
GARDNER DRIVE	230	0
GARDNER DRIVE	800	0
GARIBALDI STREET (EAST)	155	0
GARIBALDI STREET (WEST)	411	0
GLEN AVENUE	605	0
GODDARD LANE	450	0
GOLDFINCH LANE	2200	0
GOODWIN ROAD	1900	0
GOVERNMENT WAY	300	0
GRAFFAM ROAD	3400	0
GRANBY LANE	800	0
GRAVELY HILL ROAD	2000	0
GUIDE BOARD ROAD	1000	0
GUNNERS EXCHANGE ROAD	1729	0
GUNNING POINT ROAD	3400	0
HALIFAX ROAD	510	0
HANKS AVENUE	800	0
HARLOW ROAD	450	0
HARLOW STREET	400	0
HARLOW'S LANDING	1300	0
HARMONY LANE	1050	0
HASKELL ROAD	2657	0
HASKELL ROAD	326	0
HASKIN STREET	1000	0
HAWLEY AVENUE	1200	0
HAY ROAD	4700	0
HEDGE ROAD	383	0
HELEN STREET	550	0
HERBERT STREET	300	0
HERRING WAY	2250	0
HIAWATHA ROAD	500	0

Street Name	Length, Private (ft)	Length, Public (ft)
HIAWATHA ROAD	146	0
HIAWATHA ROAD	1093	0
HIGH CLIFF	300	0
HIGHLAND AVENUE	1000	0
HILLCREST ROAD	420	0
HILLCREST ROAD	530	0
HILLSIDE DRIVE	2825	0
HILLSIDE ROAD	475	0
HILLSIDE ROAD	125	0
HILLTOP AVENUE	67	
HOG ROCK ROAD	3568	0
HOLLIS ROAD	1135	0
HOLLIS ROAD	2241	0
HOLLY WAY	300	0
HOMER AVENUE	211	0
HONEY BEE LANE	250	0
HUDSON STREET	1000	0
HUNTLEY LANE	500	0
INDIAN AVENUE	1550	0
INDIAN BROOK ROAD	12000	0
INDIAN HILL AVENUE	500	0
INDIAN HILL PARK	400	0
INTERVALE ROAD	650	0
ISABELLE STREET	371	0
ISLAND LAKE ROAD	3000	0
ISLAND POND ROAD	1000	0
JACKSON'S LANE	1200	0
JAKES ROAD	1200	0
JANET STREET	1460	0
JAYNES STREET	350	0
JOANN PATH	150	0
JUDY'S PATH	400	0
KENDALL AVENUE	No Homes	
KING ARTHUR ROAD	4400	0
KING PHILIP AVENUE	800	0
KING PHILIP ROAD	800	0
KINGS POND PLAIN ROAD	664	
KINGS POND PLAIN ROAD	66	

Street Name	Length, Private (ft)	Length, Public (ft)
KINGS POND PLAIN ROAD	9350	
KINGSTON ROAD	555	0
KNIGHT'S POINT ROAD	600	0
KNOTTY PINES ROAD	1300	0
LAKE AVENUE	900	0
LAKE ROAD	3000	0
LAKE VIEW BOULEVARD	2850	0
LAKE VIEW BOULEVARD	3025	0
LAKE VIEW ROAD	600	0
LAKEVIEW AVENUE	1500	0
LANCASTER AVENUE	298	0
LANDFALL LANE	900	0
LANDING ROAD	1100	0
LARKSPUR LANE	600	0
LAUREL ROAD	425	0
LEACH POND ROAD	3500	0
LEONARD ROAD	400	0
LIGHT HOUSE AVENUE	1050	0
LIMERICK WAY	400	0
LINCOLN ROAD	650	0
LITTLE HERRING POND ROAD	4410	0
LITTLE MICAJAH POND ROAD	1050	0
LITTLE SANDY POND ROAD	757	0
LITTLE SANDY POND ROAD	1912	0
LIVINGSTON DRIVE	1900	0
LOCH SABY ROAD	250	0
LONG DUCK POND ROAD	1923	0
LOOKOUT POINT ROAD	374	0
LOOKOUT POINT ROAD	488	0
LOOKOUT POINT ROAD	1694	0
LOOKOUT ROAD	105	0
LOOKOUT ROAD	420	0
LOOKOUT ROAD	79	0
LOOP, THE	1100	0
LOPRESTI ROAD	926	0
LOPRESTI ROAD	173	0

Street Name	Length, Private (ft)	Length, Public (ft)
LOUT POND ROAD	3451	0
MAGUIRE WAY	600	0
MALLARD WAY	200	0
MANDEVILLE AVENUE	1000	0
MANOMET AVENUE	495	0
MANOMET POINT ROAD	1270	0
MASSASOIT AVENUE	1200	0
MAST ROAD	6290	0
MAY HILL ROAD	4925	0
MEADOW GLEN LANE	350	0
MENOTOMY ROAD	384	0
MENOTOMY ROAD	851	0
MENOTOMY ROAD	546	0
MILDRED STREET	450	0
MINNEHAHA ROAD	850	0
MINUTEMAN LANE	525	0
MOHAWK CIRCLE	500	0
MONTROSE AVENUE	800	0
MORGAN ROAD	2850	0
MORGAN ROAD	1545	0
MORTON ROAD	1525	0
MOUNTAIN HILL ROAD	2022	0
MOUNTAIN HILL ROAD (EAST)	6278	0
NAUTILUS PATH	400	0
NED'S WAY	500	0
NICKS ROCK ROAD	4450	0
NIGHTINGALE ROAD	1000	0
NONANTUM ROAD	643	0
NOYES WAY	150	0
OFF BILLINGTON STREET	750	0
OLD BACK ROAD	4000	0
OLD BOG ROAD	2000	0
OLD COLONY DRIVE	850	0
OLD HALFWAY POND ROAD	5000	0
OLD MAN'S PATH	2300	0
OLD MORTON ROAD	350	0
OLD PONDS ROAD	No Homes	

Street Name	Length, Private (ft)	Length, Public (ft)
OLD WINGS ROAD	800	0
OLIVER NECK ROAD	1300	0
OSPREY LANE	650	0
OWL SWAMP ROAD (EAST)	561	
OWL SWAMP ROAD (WEST)	680	
PAMS STREET	380	0
PARK AVENUE	1000	0
PATRIOT CIRCLE	1100	0
PAWTUXET ROAD	2280	0
PAWTUXET ROAD	188	0
PEACHTREE LANE	300	0
PEMBROKE ROAD	425	0
PERCH ROAD	400	0
PERCH ROAD	100	0
PETERSON ROAD	300	0
PICKEREL POND ROAD	2266	0
PILGRIM WAY	400	0
PINE AVENUE	150	0
PLYMOUTH ROCK TERRACE	528	0
POKANOKET ROAD	750	0
POND AVENUE	1799	0
POND AVENUE	78	0
POND AVENUE	91	0
POND STREET	250	0
POND TERRACE	200	0
POND VIEW CIRCLE	1300	0
PONTUS MEADOW ROAD	2000	0
POPULAR AVENUE	2100	0
POST OFFICE LANE	350	0
POWDERHORN POND ROAD	2525	0
PRETTO WAY	1300	0
PRISCILLA BEACH ROAD	240	
PROVINCETOWN VIEW ROAD	528	0
QUIET HOLLOW	600	0
RABBIT POND ROAD	1675	0
RED BROOK ROAD	No Homes	0
RED FOX LANE	300	0

Street Name	Length, Private (ft)	Length, Public (ft)
REED AVENUE (EAST)	499	0
REED AVENUE (WEST)	428	0
REEDVILLE ROAD	450	0
RIDGE AVENUE	600	0
ROCKY NECK ROAD	No Homes	0
ROCKY POND ROAD	6530	
ROOSEVELT ROAD	1000	0
ROUND HILL AVENUE	400	0
SACHEM ROAD	1850	0
SAGAMORE COURT	275	0
SAINT CHARLES AVENUE	300	0
SALT MARSH LANE	1200	0
SANDRI DRIVE	585	0
SANDY BEACH ROAD	5700	0
SAQUISH AVENUE	4950	0
SAVERY ROAD	300	0
SAWMILL ROAD	2700	0
SAWYER PLACE	475	0
SCARLET DRIVE	855	0
SCARLET DRIVE	626	0
SCHUBERT ROAD	550	0
SCOUTING WAY	5980	0
SCUSSET ROAD	2110	0
SHALLOP ROAD	1900	0
SHALLOW POND ROAD	No Homes	0
SHORE ROAD	1100	0
SHORT STREET	350	0
SILENT SPRING WAY	750	0
SLOUGH ROAD	1350	0
SMALAND LANE	343	0
SMITH TERRACE	250	0
SNOWBERRY LANE	1450	0
SOL JOSEPH ROAD	2000	0
SOUTH HIGHLAND AVENUE	210	0
SOUTH HIGHLAND AVENUE	730	0
SOUTH TRIANGLE POND RD.	1585	0

Street Name	Length, Private (ft)	Length, Public (ft)
SOUTH TRIANGLE POND RD.	525	0
SQUIRE WAY	400	0
SQUIRREL ROAD	2450	0
STAGE POINT ROAD	3500	0
STARLIGHT WAY	400	0
STEEPLE CHASE	1500	0
STEEPLEBUSH WAY	1200	0
STONE HILL	500	0
STRAWBERRY ROAD	500	0
STUART AVENUE	365	0
SUMMIT ROAD	800	
SUMMIT STREET	300	0.111111
SUNSET AVENUE	550	0
SUNSET BOULEVARD	450	0
SWAMP ROAD	550	0
SWIFT AVENUE	700	0
TABOR ROAD	250	0
TERRACE LANE	800	0
THEATRE COLONY WAY	900	0
THIRD STREET	200	0
THUMPER'S WAY	No Homes	0
TIHONET ROAD	12000	0
TOBEY ROAD	375	0
TOMMY'S WAY	550	0
TOWER HILL FARM ROAD	2000	0
TOWN FOREST (GUIDOBONI)	3325	0
TRAILS END COVE ROAD	62	0
TRAILS END COVE ROAD	128	0
TRAILS END COVE ROAD	1341	0
TRAILS END COVE ROAD	546	0
TRAILS END COVE ROAD	475	0
TRURO COURT	200	0
TURTLES PATH	200	0
UPLAND ROAD	450	0
VALLEY ROAD	9350	0
VALLEY ROAD (5)	0	

Street Name	Length, Private (ft)	Length, Public (ft)
VICTORIA AVENUE	567	0
VICTORIA AVENUE	110	0
WADSWORTH ROAD	2400	0
WALTHAM ROAD	450	0
WAMSUTTA AVENUE	500	0
WEBSTER DRIVE	800	0
WEEKS LANE	200	
WESLEY STREET	0	0
WESLEY STREET	971	0
WEST AVENUE	200	0
WESTMINSTER AVENUE	1050	0
WESTWINDS STREET	850	0
WESTWOOD ROAD	800	0
WHITE ISLAND ROAD	975	0
WHITING LANE	380	0
WHITLEY TRAIL	552	0
WHITLEY TRAIL	1488	0
WHITLEY TRAIL	1292	0
WICKETS PATH	1500	0
WILD WIND LANE	400	0
WILDWOOD ROAD	750	0
WILLOUGHBY LANE	300	0
WILLOW STREET	1250	0
WIND SONG DRIVE	500	0
WINSLOW AVENUE	825	0
WOMPONOAG ROAD	650	0
WOODLAND AVENUE	200	0
WOODWORTH STREET	550	0
WORCESTER STREET	800	0
Total Miles	102.6	22.3

Exhibit J

Liquidated Damages

EXHIBIT J

TOWN OF PLYMOUTH AGREEMENT FOR CURBSIDE COLLECTION OF REFUSE AND RECYCLABLES

LIQUIDATED DAMAGES

- | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 1. | Failure to immediately pick up materials spilled during collection. | \$150 per occurrence |
| 2. | Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries if the Town receives a complaint of such spill. | \$500 per occurrence |
| 3. | Willful mishandling of wheeled carts. | \$25 per occurrence |
| 4. | Failure to place wheeled carts in an upright position at approximately the same location upon emptying. | \$25 per occurrence |
| 5. | Placement of wheeled carts such that they obstruct roads, driveways, or mailboxes. | \$50 per occurrence |
| 6. | Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by 9:00 AM of the following day if so authorized by the Director of Public Works or designee. | \$100 per occurrence |
| 7. | Failure to collect appropriate materials properly set out from two (2) or more residents on the same day of the regular collection route, or by 9:00 AM of the following day if so authorized by the Director of Public Works. | \$100 per occurrence |
| 8. | Failure to pick up from any single address more than one time in a given month or three times in a six (6) month period when the driver or Contractor is at fault. | \$100 per miss plus reimbursement of subscription fee if more than three misses in a six-month period |
| 9. | Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the Town. | \$250 per occurrence |

- | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 10. | Beginning any single collection route prior to 7:00 AM or finishing after 5:00 PM without the prior consent of the Town. | \$100 per day |
| 11. | Use of unmarked or un-inspected collection vehicles. | \$500 per occurrence |
| 12. | Failure to clean vehicle or conveyances as provided for in this Agreement | \$150 per occurrence |
| 13. | Failure or neglect to furnish (within 48 hours) a replacement container meeting the requirements of this Agreement. | \$200 per container not furnished |
| 14. | Collecting solid waste or recyclable materials from addresses that do not subscribe to the program. | \$200 per occurrence |
| 15. | Disposing of as trash, those recyclable materials appropriately set out for recycling. | \$500 per occurrence/
\$5,000 per truck load |
| 16. | Failure to leave non-collection notices for improperly prepared materials (per Section 5.09). | \$50 per occurrence |
| 17. | Failure to report truck breakdown or accident within 30 minutes. | \$100 per occurrence |
| 18. | Failure to maintain direct phone links between the Town and the lead trash and recycling drivers, as well as their supervisor. And also failure to maintain direct phone or radio contact between all vehicles servicing the town | \$250 per occurrence |
| 19. | Failure or neglect to furnish a schedule or revised schedule of collection and disposal. | \$250 per occurrence |
| 20. | Commingling materials collected under this Agreement with materials not collected under this Agreement, even if the town will not be billed. | \$500 per occurrence |
| 21. | Delivering any waste other than as described in this Agreement to disposal sites that will be billed to the Town. | \$5,000 per ton |
| 22. | Failure to submit weigh slips with monthly invoice. | \$50 per missing slip |
| 23. | Submitting weight slips for materials not collected through this Agreement. | \$5,000 per occurrence |

- | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 24. | Failure to correct billing error within one week after notification by Town. | \$100 per occurrence |
| 25. | Failure to provide prevailing wage rate information as required under this Agreement. | \$500 per incident |
| 26. | Failure to maintain 1-800 or local phone service for Subscribers. | \$100 per 4 hours out of service |
| 27. | Use of collection vehicle marked "Town of Plymouth" for the collection and/or haul of waste other than provided for under the provision of this Agreement. | \$5,000 per occurrence |

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

Exhibit K

Certificates of Insurance

Exhibit L

Prevailing Wage Rates

TO: Requesting Department
FROM: Pamela D. Hagler, Procurement Officer
RE: Prevailing Wage Rates

Attached are the prevailing wage rates you requested from this office. These rates must be used when soliciting prices for the specific project noted on the wage rates and are specific to that project. They expire 90 days from the issue date at the bottom of the page, therefore if the project hasn't been awarded by then we have to request them again.

The vendor must complete and return the attached Statement of Compliance in accordance with the directions on the form. They must also submit a copy of their weekly payroll records for the duration of the project. No invoices should be paid until these certified payrolls have been submitted. Once you receive the certified payrolls, please send them to this office as we are the custodian of these records. Please let me know if you have any questions.



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

Prevailing Wage Rates

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

DEVAL L. PATRICK
 Governor
 TIMOTHY P. MURRAY
 Lt. Governor

JOANNE F. GOLDSTEIN
 Secretary
 HEATHER E. ROWE
 Director

Awarding Authority: Town of Plymouth
Contract Number: City/Town: PLYMOUTH
Description of Work: Curbside collection of subscribers trash and recyclables
Job Location: Various Streets

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification Trash/Recycle	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Driver (PLYMOUTH)	01/01/2014	\$17.84	\$6.87	\$0.00	\$0.00	\$24.71
	01/01/2015	\$18.21	\$6.87	\$0.00	\$0.00	\$25.08
	01/01/2016	\$18.58	\$6.87	\$0.00	\$0.00	\$25.45
	01/01/2017	\$18.97	\$6.87	\$0.00	\$0.00	\$25.84
	01/01/2018	\$19.36	\$6.87	\$0.00	\$0.00	\$26.23
	01/01/2019	\$19.77	\$6.87	\$0.00	\$0.00	\$26.64
	01/01/2020	\$20.18	\$6.87	\$0.00	\$0.00	\$27.05
Laborer (PLYMOUTH)	01/01/2014	\$16.49	\$6.87	\$0.00	\$0.00	\$23.36
	01/01/2015	\$16.83	\$6.87	\$0.00	\$0.00	\$23.70
	01/01/2016	\$17.18	\$6.87	\$0.00	\$0.00	\$24.05
	01/01/2017	\$17.53	\$6.87	\$0.00	\$0.00	\$24.40
	01/01/2018	\$17.90	\$6.87	\$0.00	\$0.00	\$24.77
	01/01/2019	\$18.27	\$6.87	\$0.00	\$0.00	\$25.14
	01/01/2020	\$18.66	\$6.87	\$0.00	\$0.00	\$25.53

Additional Apprentices 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. Apprentices 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) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** 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.

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:										
Employer's Signature:		Title:		Contract No.:		Tax Payer ID No.:										
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet No.:										
General / Prime Contractor's Name:		Subcontractor's Name:		Employer's Hourly Fringe Benefit Contributions												
Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification:	Appr. Rate (%)	Hours							Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(A x F)	
				Worked			Project Hours (A)								Hourly Base Wage (B)	Project Gross Wages (G)
				Su	Mo	Tu	We	Th	Fr	Sa	All Other Hours					
	<input type="checkbox"/>															
	<input type="checkbox"/>															
	<input type="checkbox"/>															
	<input type="checkbox"/>															
	<input type="checkbox"/>															
	<input type="checkbox"/>															
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NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date received by awarding authority
/ /

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE	
_____, 20____	
I, _____	_____
(Name of signatory party)	(Title)
do hereby state:	
That I pay or supervise the payment of the persons employed by	
_____	_____
(Contractor, subcontractor or public body)	(Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.	
Signature _____	
Title _____	

The Massachusetts Prevailing Wage Law
M.G.L. ch. 149, §§ 26 - 27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top and will remain in effect for the duration of the project.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

Exhibit M
Performance Bond